

City of Fayetteville Staff Review Form

2015-0088

Legistar File ID

3/3/2015

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

Alison Jumper

2/13/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with Crossland Construction Company, Inc. in the amount of \$11,788,362.19, approval of Change Order No. 1 in the amount of (\$2,358,997.27) for a contract amount of \$9,429,364.92. In addition, approval is requested for project contingency in the amount of \$528,000, approximately 5.6% and approval of a budget adjustment.

Budget Impact:

2250.9255.5806.00 / 4520.9555.5809.00		Parks Development / Transportation Bond	
Account Number		Fund	
02002.9000		Regional Park /	
06035.2800		Transportation Bond Street Improvements	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 7,693,006.00
		Funds Obligated	\$ 179,181.59
		Current Balance	\$ 7,513,824.41
Does item have a cost?	Yes	Item Cost	\$ 9,429,364.92
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 2,977,740.00
		Remaining Budget	\$ 1,062,199.49

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments: Budget Adjustment includes \$1,400,000 to the Transportation Bond Street Improvements project which covers the \$1,400,000. See Legistar Items 2015-0092 and 2015-0093 for related Budget Adjustment information.



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 3, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Connie Edmonston, Parks and Recreation Director

DATE: February 19, 2015

SUBJECT: Resolution to approve a contract with Crossland Construction Company, Inc. for the Construction of Regional Park Phase One

RECOMMENDATION:

Staff recommends approval of a contract with Crossland Construction Company, Inc. in the amount of \$11,788,362, approval of Change Order No. 1 in the amount of (\$2,358,997) and a project contingency in the amount of \$528,000, approximately 5.6%, for a total cost of \$9,957,365 and approval of a budget adjustment recognizing \$37,533 in Park Land Dedication Funds.

BACKGROUND:

The City of Fayetteville has been planning for a Regional Park since 2002. Through an intensive site selection process, a site was selected and approved by the Parks and Recreation Advisory Board in 2003. In 2010 approximately 200 acres were generously donated by Chambers Bank for the park.

Since that time, through overwhelming public support, over 350 acres of pristine Ozark forest adjacent to the park at Mount Kessler were purchased and preserved in a partnership with the Walton Family Foundation, the City of Fayetteville and the Fayetteville Natural Heritage Association, making the park a truly unique destination for Fayetteville and Northwest Arkansas. Additionally, Advertising and Promotions Hotel Motel Restaurant (HMR) tax bond was approved by the voters in 2014 to appropriate approximately \$3.5 million for the construction of Phase One of the Regional Park.

Lose and Associates, Inc. was selected through a professional selection committee in November of 2013 to finalize the master plan for the park and to create the construction documents for Phase One of the park. Large Scale Development 14-4819 was approved by the Planning Commission on October 13, 2013.

DISCUSSION:

Bid 14-66 was advertised on November 26, 2014 and opened February 6, 2015. Four contractors bid the project with Crossland Construction Company, Inc. being the low bid in the amount of \$11,788,362.

The bid for Phase One of the park originally included the construction of the entry road, water, electric, and sewer infrastructure, six lighted soccer fields, four lighted baseball fields, two restroom/concession buildings, a playground and associated parking. The low bid for the project was over budget due to challenging topography, geology and other site constraints. The challenges that make the site more costly also make it more unique, and once constructed, the park will boast an inspiring landscape housing quality facilities.

City staff and the consulting team identified approximately \$2.35 million in savings through value engineering and utilization of City Water and Sewer crews to construct the water and sewer utilities. Reductions made to bring the project in budget are shown in Attachment A. The current phase will include all infrastructure including water, sewer and electricity, parking, roads, three baseball fields, six soccer fields and two concessions stand/restroom buildings. Sports field lighting for the soccer fields and the rain garden plantings will be deferred until 2016, when additional funding will become available through the Capital Improvement Plan. Additionally, a citizen led fundraising committee has been formed and is currently working towards raising funds for this and future phases of the park.

The Regional Park will be the largest multi-purpose park in the City of Fayetteville and will serve tens of thousands of citizens each year. Additionally, at full build out the park (estimated in current dollars) of \$28 million, will generate revenue for the city through hosting tournaments and special events.

BUDGET/STAFF IMPACT:

HMR Bonds were sold and are providing \$3,642,656 towards the construction of the park. Additionally, the Transportation Committee approved \$1,400,000 in excess Transportation Bond Funding for the construction of the access road to the park. Remaining funding is provided through Park Land Dedication Funds from the Southwest Quadrant and the HMR tax that has been collected and saved for this project. The project number is 02002.1.

Attachments:

Certified Bid Tabulation
Crossland Construction Company, Inc. Bid Submittal
Agreement with Crossland Construction Company, Inc.
Change Order No. 1
Attachment A
Road Construction Cost
Budget Adjustment
Purchase Request
Regional Park Site Plan



BID 14-66, Construction - Fayetteville Regional Park - Phase 1

Table with columns: ITEM #, ITEM, QTY., UNIT, BIDDER: CROSSLAND CONSTRUCTION CO, FLYNCO INC, KOLB GRADING LLC, NEXUS CONSTRUCTION SERVICE GROUP LLC, UNIT COST, SUBTOTAL, UNIT COST, SUBTOTAL, UNIT COST, SUBTOTAL, UNIT COST, SUBTOTAL. Rows include Site Work / Drainage / Roadway and Baseball Complex items.

ITEM #	ITEM	QTY.	UNIT	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL	UNIT COST	SUBTOTAL
129	Flagpole	1	EA	\$1,825.00	\$1,825.00	\$2,993.36	\$2,993.36	\$5,000.00	\$5,000.00	\$2,665.36	\$2,665.36
130	Foul pole	8	EA	\$1,172.00	\$9,376.00	\$1,249.60	\$9,996.80	\$1,100.00	\$8,800.00	\$1,205.30	\$9,642.40
131	Landscape (sod common areas, parking lot trees, plaza and shade trees, etc.)	1	LS	\$330,215.00	\$330,215.00	\$346,196.00	\$346,196.00	\$150,000.00	\$150,000.00	\$336,733.07	\$336,733.07
132	Sprigged baseball fields	249,598	SF	\$1.08	\$269,565.84	\$1.59	\$396,860.82	\$1.50	\$374,397.00	\$1.48	\$369,405.04
133	Irrigation (sports fields, common areas, etc.)	1	LS	\$104,878.00	\$104,878.00	\$143,097.38	\$143,097.38	\$40,000.00	\$40,000.00	\$110,876.77	\$110,876.77
134	Facility rules signage	1	EA	\$852.00	\$852.00	\$1,704.00	\$1,704.00	\$300.00	\$300.00	\$1,599.22	\$1,599.22
135	Field identification signage	4	EA	\$852.00	\$3,408.00	\$568.00	\$2,272.00	\$300.00	\$1,200.00	\$2,132.29	\$8,529.16
136	Bullpens	8	LS	\$3,196.00	\$25,568.00	\$2,272.00	\$18,176.00	\$1,000.00	\$8,000.00	\$2,132.29	\$17,058.32
137	Batting Cages	4	LS	\$14,320.00	\$57,280.00	\$7,565.76	\$30,263.04	\$5,660.00	\$22,640.00	\$9,467.37	\$37,869.48
138	Restrooms/concession building	1	EA	\$462,079.00	\$462,079.00	\$640,099.65	\$640,099.65	\$425,000.00	\$425,000.00	\$748,038.50	\$748,038.50
139	Bike Racks	7	EA	\$227.00	\$1,589.00	\$280.59	\$1,964.13	\$275.00	\$1,925.00	\$570.39	\$3,992.73
140	Vehicular Access Gate	2	EA	\$1,079.00	\$2,158.00	\$1,150.38	\$2,300.76	\$1,200.00	\$2,400.00	\$967.23	\$1,934.46
141	2 Rail split fence	193	LF	\$7.41	\$1,430.13	\$7.91	\$1,526.63	\$13.00	\$2,509.00	\$14.29	\$2,757.97
142	Subtotal Baseball Complex				\$3,052,557.52		\$3,344,695.44		\$2,836,759.70		\$3,322,847.69

Soccer Complex											
143	Electrical service	1	LS	\$265,551.00	\$265,551.00	\$283,337.58	\$283,337.58	\$100,000.00	\$100,000.00	\$265,759.51	\$265,759.51
144	Water Meter	1	LS	\$5,327.00	\$5,327.00	\$2,840.00	\$2,840.00	\$5,000.00	\$5,000.00	\$7,463.02	\$7,463.02
145	8 inch Parking Lot Aggregate Base Course	5,638	SY	\$8.42	\$47,471.96	\$9.46	\$53,335.48	\$7.88	\$44,427.44	\$8.49	\$47,866.62
146	Subgrade prep	5,639	SY	\$0.65	\$3,665.35	\$2.33	\$13,138.87	\$3.00	\$16,917.00	\$1.52	\$8,571.28
147	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	930	Ton	\$85.50	\$79,515.00	\$90.26	\$83,941.80	\$80.43	\$74,799.90	\$86.70	\$80,631.00
148	Concrete Curb and Gutter (Type A)	3,034	LF	\$12.11	\$36,741.74	\$15.34	\$46,541.56	\$11.00	\$33,374.00	\$11.86	\$35,983.24
149	Ribbon Curb	600	LF	\$9.68	\$5,808.00	\$15.34	\$9,204.00	\$10.10	\$6,060.00	\$10.89	\$6,534.00
150	Composite wheel stops	114	EA	\$85.00	\$9,690.00	\$90.88	\$10,360.32	\$90.00	\$10,260.00	\$86.59	\$9,871.26
151	4inch Pavement Marking (Thermoplastic)	1,968	LF	\$0.70	\$1,377.60	\$0.75	\$1,476.00	\$2.25	\$4,428.00	\$0.71	\$1,397.28
152	Pavement Symbols (Handicap Symbol - Thermoplastic)	10	EA	\$325.00	\$3,250.00	\$346.48	\$3,464.80	\$500.00	\$5,000.00	\$330.13	\$3,301.30
153	Handicap Access Ramp	24	SY	\$71.03	\$1,704.72	\$64.75	\$1,554.00	\$65.00	\$1,560.00	\$122.61	\$2,942.64
154	Street Sign Installation (handicap, stop sign, etc.)	16	EA	\$224.00	\$3,584.00	\$238.56	\$3,816.96	\$300.00	\$4,800.00	\$227.30	\$3,636.80
155	4 inch Thick Concrete Flatwork	4,200	SY	\$33.94	\$142,548.00	\$42.03	\$176,526.00	\$42.75	\$179,550.00	\$42.22	\$177,324.00
156	6 inch Thick Concrete Flatwork	125	SY	\$43.47	\$5,433.75	\$51.12	\$6,390.00	\$49.00	\$6,125.00	\$49.90	\$6,237.50
157	Practice field sports lighting	6	EA	\$64,858.00	\$389,148.00	\$70,001.27	\$420,007.62	\$90,000.00	\$540,000.00	\$64,908.30	\$389,449.80
158	Parking lot lighting	14	EA	\$1,767.00	\$24,738.00	\$2,049.59	\$28,694.26	\$5,000.00	\$70,000.00	\$1,196.71	\$16,753.94
159	Soccer goals (pair)	6	EA	\$2,790.00	\$16,740.00	\$3,680.64	\$22,083.84	\$3,240.00	\$19,440.00	\$3,454.31	\$20,725.86
160	Backstop netting (210 LF each goal)	3,360	LF	\$0.95	\$3,192.00	\$102.24	\$343,526.40	\$50.00	\$168,000.00	\$12.79	\$42,974.40
161	Waste receptacle	3	EA	\$719.00	\$2,157.00	\$403.28	\$1,209.84	\$675.00	\$2,025.00	\$739.62	\$2,218.86
162	Pet station	1	EA	\$314.00	\$314.00	\$512.34	\$512.34	\$350.00	\$350.00	\$383.50	\$383.50
163	Team bench	12	EA	\$646.00	\$7,752.00	\$1,232.56	\$14,790.72	\$763.00	\$9,156.00	\$767.63	\$9,211.56
164	Landscape (sod common areas, parking lot trees, plaza and shade trees, etc.)	1	LS	\$264,722.00	\$264,722.00	\$278,081.44	\$278,081.44	\$250,000.00	\$250,000.00	\$264,956.11	\$264,956.11
165	Sprigged baseball fields	415,998	SF	\$1.03	\$428,477.94	\$1.27	\$528,317.46	\$1.10	\$457,597.80	\$1.19	\$495,037.62
166	Irrigation (sports fields, common areas, etc.)	1	LS	\$123,405.00	\$123,405.00	\$171,745.02	\$171,745.02	\$50,000.00	\$50,000.00	\$120,050.34	\$120,050.34
167	Facility rules signage	2	EA	\$852.00	\$1,704.00	\$1,704.00	\$3,408.00	\$300.00	\$600.00	\$1,599.22	\$3,198.44
168	Field identification signage	4	EA	\$852.00	\$3,408.00	\$568.00	\$2,272.00	\$300.00	\$1,200.00	\$179.11	\$716.44
169	Small Restrooms/concession building	1	EA	\$462,079.00	\$462,079.00	\$640,099.65	\$640,099.65	\$325,000.00	\$325,000.00	\$748,038.50	\$748,038.50
170	Bike Racks	7	EA	\$227.00	\$1,589.00	\$280.59	\$1,964.13	\$275.00	\$1,925.00	\$570.39	\$3,992.73
171	2 Rail split fence	288	LF	\$7.61	\$2,191.68	\$7.91	\$2,278.08	\$13.00	\$3,744.00	\$14.29	\$4,115.52
172	Subtotal Soccer Complex				\$2,343,285.74		\$3,154,918.17		\$2,391,339.14		\$2,779,343.07

Rental Pavilion Area											
173	Electrical service	1	LS	\$16,064.00	\$16,064.00	\$20,753.58	\$20,753.58	\$50,000.00	\$50,000.00	\$16,075.02	\$16,075.02
174	Water Meter	1	LS	\$5,327.00	\$5,327.00	\$2,840.00	\$2,840.00	\$5,000.00	\$5,000.00	\$7,463.02	\$7,463.02
175	8 inch Parking Lot Aggregate Base Course	1,574	SY	\$11.68	\$18,384.32	\$9.37	\$14,748.38	\$8.34	\$13,127.16	\$8.99	\$14,150.26
176	Subgrade prep	1,575	SY	\$1.18	\$1,858.50	\$2.90	\$4,567.50	\$3.00	\$4,725.00	\$1.52	\$2,394.00
177	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	260	Ton	\$85.50	\$22,230.00	\$90.26	\$23,467.60	\$80.40	\$20,904.00	\$86.67	\$22,534.20
178	Concrete Curb and Gutter (Type A)	1,110	LF	\$12.00	\$13,320.00	\$15.34	\$17,027.40	\$9.70	\$10,767.00	\$10.46	\$11,610.60
179	Ribbon Curb	33	LF	\$9.85	\$325.05	\$15.34	\$506.22	\$10.10	\$333.30	\$10.89	\$359.37
180	4 inch Thick Concrete Flatwork	90	SY	\$35.51	\$3,195.90	\$32.94	\$2,964.60	\$42.75	\$3,847.50	\$42.22	\$3,799.80
181	6 inch Thick Concrete Flatwork	27	SY	\$43.40	\$1,171.80	\$51.12	\$1,380.24	\$49.00	\$1,323.00	\$49.90	\$1,347.30
182	Composite wheel stops	27	EA	\$85.00	\$2,295.00	\$90.88	\$2,453.76	\$90.00	\$2,430.00	\$86.59	\$2,337.93
183	4 inch Pavement Marking (Thermoplastic)	820	LF	\$0.70	\$574.00	\$0.75	\$615.00	\$4.50	\$3,690.00	\$0.71	\$582.20
184	Handicap Access Ramp	24	SY	\$71.03	\$1,704.72	\$75.54	\$1,812.96	\$65.00	\$1,560.00	\$122.61	\$2,942.64
185	Pavement Symbols (Handicap Symbol - Thermoplastic)	6	EA	\$325.00	\$1,950.00	\$346.48	\$2,078.88	\$500.00	\$3,000.00	\$330.13	\$1,980.78
186	Street Sign Installation (handicap, stop sign, etc.)	9	EA	\$224.00	\$2,016.00	\$238.56	\$2,147.04	\$300.00	\$2,700.00	\$227.30	\$2,045.70
187	Parking lot lighting	4	EA	\$5,047.00	\$20,188.00	\$5,495.97	\$21,983.88	\$5.00	\$20.00	\$4,463.61	\$17,854.44
188	Waste receptacle	3	EA	\$353.00	\$1,059.00	\$403.28	\$1,209.84	\$675.00	\$2,025.00	\$739.62	\$2,218.86
189	Pet station	1	EA	\$314.00	\$314.00	\$512.34	\$512.34	\$350.00	\$350.00	\$383.50	\$383.50
190	Facility rules signage	2	EA	\$852.00	\$1,704.00	\$1,704.00	\$3,408.00	\$300.00	\$600.00	\$202.57	\$405.14
191	Landscape (sod open lawn and common areas, parking lot trees, landscape beds)	1	LS	\$10,829.00	\$10,829.00	\$195,758.93	\$195,758.93	\$50,000.00	\$50,000.00	\$178,659.28	\$178,659.28
192	Irrigation (open lawn and common areas)	1	LS	\$42,695.00	\$42,695.00	\$45,074.21	\$45,074.21	\$100,000.00	\$100,000.00	\$42,729.83	\$42,729.83
193	Bike Racks	7	EA	\$227.00	\$1,589.00	\$280.59	\$1,964.13	\$275.00	\$1,925.00	\$570.39	\$3,992.73
194	Subtotal Rental Pavilion Area				\$168,794.29		\$367,274.49		\$278,326.96		\$335,857.60

Water Line											
195	Erosion Control	1	LS	\$10,762.00	\$10,762.00	\$14,200.00	\$14,200.00	\$50,000.00	\$50,000.00	\$3,198.44	\$3,198.44
196	Construction Staking	1	LS	\$6,552.00	\$6,552.00	\$6,986.40	\$6,986.40	\$10,000.00	\$10,000.00	\$3,198.44	\$3,198.44
197	Trench Excavation Safety	1	LS	\$3,276.00	\$3,276.00	\$3,493.20	\$3,493.20	\$5,000.00	\$5,000.00	\$4,569.19	\$4,569.19
198	2 1/2 inch PVC Water Service	1,126	LF	\$12.26	\$13,804.76	\$13.09	\$14,739.34	\$15.00	\$16,890.00	\$21.76	\$24,501.76
199	Single Meter Set	7	EA	\$4,368.00	\$30,576.00	\$4,657.60	\$32,603.20	\$1,000.00	\$7,000.00	\$6,445.83	\$45,120.81
200	8 inch PVC Water Line	3,099	LF	\$30.69	\$95,108.31	\$34.08	\$105,613.92	\$30.00	\$92,970.00	\$34.81	\$107,876.19
201	16 inch Open Cut Encasement	60	LF	\$103.21	\$6,192.60	\$110.03	\$6,601.80	\$80.00	\$4,800.00	\$163.19	\$9,791.40
202	Misc. Fittings	5,000	LB	\$9.83	\$49,150.00	\$10.51	\$52,550.00	\$5.00	\$25,000.00	\$6.53	\$32,850.00
203	8 inch Gate Valve	6	EA	\$1,782.00	\$10,512.00	\$1,840.32	\$11,041.92	\$2,000.00	\$12,000.00	\$1,958.23	\$11,749.38
204	Fire Hydrant Assembly	7	EA	\$4,860.00	\$34,020.00	\$5,182.43	\$36,277.01	\$5,000.00	\$35,000.00	\$6,092.26	\$42,645.82
205	Thrust Blocking Concrete	16	CY	\$273.00	\$4,368.00	\$284.00	\$4,544.00	\$200.00	\$3,200.00	\$163.19	\$2,611.04
206	Full Depth Base Backfill Street Crossings	7	EA	\$655.00	\$4,585.00	\$698.64	\$4,890.48	\$1,000.00	\$7,000.00	\$1,631.86	\$11,423.02
207	Undercut and Granular Backfill	542	CY	\$33.00	\$17,886.00	\$34.93	\$18,936.06	\$40.00	\$21,680.00	\$34.81	\$18,867.02
208	Backfill Density Testing	1	LS	\$5,460.00	\$5,460.00	\$5,822.00	\$5,822.00	\$5,000.00	\$5,000.00	\$1.09	\$1.09



Project Check List

Bid 14-66, Construction Fayetteville Regional Park (Phase One)

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
 - In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- All bidders shall submit the following forms with each bid: Bid Form, Debarment Certification Form, Vendor References & Statement of Disclosure.
- All pages** provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents.
- All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: CROSSLAND CONSTRUCTION CO. INC.

ARKANSAS CONTRACTOR'S LICENSE #: 0091620215

Section 00 41 16

BID BOND

STATE OF ARKANSAS

KNOW ALL MEN BY THESE PRESENTS, that we:

Crossland Construction Company, Inc. Principal and
Contractor, and Federal Insurance Company / Fidelity and Deposit Company of Maryland

15 Mountain View Road, Warren, NJ 07059 / 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196
hereinafter called Surety, are held and firmly bound unto the City of Fayetteville, Arkansas and represented by its Mayor and City Council, hereinafter called Owner, in the sum of

Five Percent of Amount Bid DOLLARS (\$ 5%)

lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Owner for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

Construction – Fayetteville Regional Park (Phase One)
City of Fayetteville, Arkansas

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract within twelve (12) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance enters into a written Contract with the Owner and furnishes a Contract Surety Bond in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Owner and the Surety herein agrees to pay said sum immediately upon demand of the Owner in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Crossland Construction Company, Inc., as Principal herein,

has caused these presents to be signed in its name by its Ivan Crossland Jr., CEO

and attested by its Marta Brown, Asst. Secretary under its corporate seal, and the said

Federal Insurance Company / Fidelity and Deposit Company of Maryland as Surety herein, has

caused these presents to be signed in its name by its

Bid 14-66, Construction – Fayetteville Regional Park (Phase One)
City of Fayetteville

Attorney-in-Fact, Pamela K. Hays _____.

signed under its corporate seal, this 6th day of February A.D.,

2015.

Signed, sealed and delivered
in the presence of:

Crossland Construction Company, Inc.
Principal-Contractor
PO Box 45
Columbus, KS 66725

By Ivan Crossland Jr.
Ivan Crossland Jr., CEO
Title

Marta Brown
As to Principal Marta Brown
Asst. Secretary

Federal Insurance Company /
Fidelity and Deposit Company of Maryland

Surety

Michelle McVay
Michelle McVay, Witness

Pamela K. Hays
Attorney-in-Fact (Power-of-Attorney
to be Attached) Pamela K. Hays

Michelle McVay
As to Surety Michelle McVay, Witness

By Pamela K. Hays
Resident Agent Pamela K. Hays

End of Section 00 41 16



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Benson A. Cashion, Matthew K. Cashion Jr., William H. Griffin, Pamela K. Hays and Judy Schoggen of Little Rock, Arkansas

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 6th day of September, 2011.

Kenneth C. Wendel, Assistant Secretary

James E. Altman, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 6th day of September, 2011 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with James E. Altman, and knows him to be Vice President of said Companies; and that the signature of James E. Altman, subscribed to said Power of Attorney is in the genuine handwriting of James E. Altman, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014**

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 6th day of February, 2015



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Section 00 41 13

BID FORM

Contract Name: Bid 14-66, Construction – Fayetteville Regional Park (Phase One)
Bid Number: 14-66

BID TO:

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

BID FROM:

Bidder: Crossland Construction Company, Inc.
PO Box 45
Columbus, KS 66725

Section 1 – Intent:

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A.) Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>	<u>Number, Date</u>
<u>1</u>	<u>12/23/2014</u> ICS	6, 01/28/2015 ICS
<u>2</u>	<u>01/08/2015</u> ICS	7, 01/29/2015 ICS
<u>3</u>	<u>01/16/2015</u> ICS	8, 01/30/2015 ICS
<u>4</u>	<u>01/16/2015</u> ICS	9, 02/02/2015 ICS
<u>5</u>	<u>01/20/2015</u> ICS	10, 02/03/2015 ICS

ICS

B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C.) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D.) Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by City and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I.) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J.) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over City.

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

SECTION 4 - PRICE- Addendum #10

	ITEM	QTY.	UNIT	UNIT COST	SUBTOTAL
Site Work / Drainage / Roadway					
1	Layout survey	63	AC	\$3,890.00	\$245,070.00
2	Mass grading	213,463	CY	\$3.70	\$789,813.10
3	Stripping topsoil	50,479	CY	\$3.60	\$181,724.40
4	Replacing topsoil	40,125	CY	\$4.30	\$172,537.50
5	Clearing and Grubbing-Heavily Wooded	15	AC	\$7.00	\$105.00
6	Clearing and Grubbing-Lightly Wooded	5	AC	\$3,128.00	\$15,640.00
7	Erosion Control	1	LS	\$215,229.00	\$215,229.00
8	Subgrade Preparation	17,845	SY	\$0.66	\$11,777.70
9	18" R. C. Pipe	744	LF	\$42.30	\$31,471.20
10	24" R. C. Pipe	321	LF	\$47.70	\$15,311.70
11	30" R. C. Pipe	52	LF	\$58.90	\$3,062.80
12	36" R. C. Pipe	12	LF	\$83.60	\$1,003.20
13	36" R. C. Ell. Pipe	27	EA	\$110.70	\$2,988.90
14	18" R. C. Pipe (Under Pavement)	1,259	LF	\$63.40	\$79,820.60
15	24" R. C. Pipe (Under Pavement)	328	LF	\$73.20	\$24,009.60
16	30" R. C. Pipe (Under Pavement)	130	LF	\$94.90	\$12,337.00
17	36" R. C. Pipe (Under Pavement)	99	LF	\$114.50	\$11,335.50
18	42" R. C. Pipe (Under Pavement)	78	LF	\$124.40	\$9,703.20
19	18" R. C. Ell. Pipe (Under Pavement)	59	LF	\$208.00	\$12,272.00
20	30" R. C. Ell. Pipe (Under Pavement)	92	LF	\$112.00	\$10,304.00
21	18" R. C. FES	4	EA	\$1,367.00	\$5,468.00
22	24" R. C. FES	1	EA	\$1,477.00	\$1,477.00
23	30" R. C. FES	4	EA	\$1,586.00	\$6,344.00
24	36" R. C. FES	1	EA	\$2,160.00	\$2,160.00
25	42" R. C. FES	6	EA	\$2,734.00	\$16,404.00
26	36" Ell. R. C. FES	1	EA	\$2,816.00	\$2,816.00
27	12" C.M. FES	3	EA	\$300.00	\$900.00
28	18" C.M. FES	11	EA	\$328.00	\$3,608.00
29	24" C.M. FES	10	EA	\$425.00	\$4,250.00
30	30" C.M. FES	5	EA	\$711.00	\$3,555.00
31	36" C.M. FES	2	EA	\$854.00	\$1,708.00
32	48" C.M. FES	1	EA	\$1,521.00	\$1,521.00
33	4' Curb Inlets	34	EA	\$3,117.00	\$105,978.00
34	5' Curb Inlets	10	EA	\$3,418.00	\$34,180.00
35	6' Curb Inlets	4	EA	\$3,746.00	\$14,984.00
36	4' Grate Inlet	5	EA	\$3,554.00	\$17,770.00
37	4' Junction Boxes	3	EA	\$2,461.00	\$7,383.00
38	5' Junction Boxes	8	EA	\$2,898.00	\$23,184.00
39	6' Junction Boxes	2	EA	\$3,554.00	\$7,108.00
40	4' Curb Inlet Extension	32	EA	\$1,203.00	\$38,496.00
41	8' Curb Inlet Extension	1	EA	\$1,695.00	\$1,695.00
42	Rip Rap	4,500	SY	\$17.00	\$76,500.00
43	6" Roadway Aggregate Base Course	17,845	SY	\$6.08	\$108,497.60
44	Asphalt Concrete Hot Mix Binder Course (PG 64-22)	2,474	Ton	\$72.75	\$179,983.50
45	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	1,649	Ton	\$85.50	\$140,989.50
46	Concrete Curb and Gutter (Type A)	9,228	LF	\$11.94	\$110,182.32
47	Concrete Curb and Gutter (Type B-1)	305	LF	\$12.05	\$3,675.25
48	Concrete Curb and Gutter (Level Spreader)	177	LF	\$24.68	\$4,368.36
49	4" Thick Concrete Sidewalk	2,985	SY	\$34.26	\$102,266.10
50	6" Thick Concrete Sidewalk	141	SY	\$43.45	\$6,126.45
51	Concrete Driveway Aprons (Commercial)	288	SY	\$59.19	\$17,046.72
52	Concrete Driveway Aprons (Residential)	35	SY	\$54.79	\$1,917.65
53	Concrete Driveway Aprons for Roundabout	290	SY	\$48.49	\$14,062.10
54	Concrete Driveway (Residential)	95	SY	\$43.74	\$4,155.30
55	Concrete Driveway (Commercial)	89	SY	\$46.69	\$4,155.41
56	Aggregate Base Course Driveway	150	SY	\$12.61	\$1,891.50
57	4" Pavement Marking (Thermoplastic)	13,860	LF	\$0.70	\$9,702.00
58	12" Pavement Marking (Thermoplastic)	120	LF	\$11.03	\$1,323.60
59	Pavement Symbols (ONLY - Thermoplastic)	2	EA	\$490.00	\$980.00
60	Pavement Symbols (Arrows - Thermoplastic)	16	EA	\$130.00	\$2,080.00
61	Pavement Symbols (Bicycle - Thermoplastic)	10	EA	\$294.00	\$2,940.00
62	Pavement Symbols (Yield Triangles - Thermoplastic)	6	EA	\$80.00	\$480.00
63	Pavement Symbols (Advanced Warning - Thermoplastic)	4	EA	\$554.00	\$2,216.00
64	Pavement Symbols (Handicap Symbol - Thermoplastic)	8	EA	\$325.00	\$2,600.00
65	Pavement Symbols (Shared Lane Symbol - Thermoplastic)	21	EA	\$396.00	\$8,316.00
66	Street Sign Installation	82	EA	\$224.00	\$18,368.00
67	Traffic Control and Maintenance	1	LS	\$5,335.00	\$5,335.00
68	Cast-in-Place Detectable Warning Panel	80	SF	\$35.96	\$2,876.80
69	Handicap Access Ramp	90	SY	\$60.37	\$5,433.30
70	Raised Crosswalk	2	EA	\$4,741.00	\$9,482.00
71	12" H.D.P.E. Pipe	653	LF	\$27.00	\$17,631.00
72	18" H.D.P.E. Pipe	1,396	LF	\$35.00	\$48,860.00
73	24" H.D.P.E. Pipe	1,152	LF	\$40.00	\$46,080.00
74	30" H.D.P.E. Pipe	434	LF	\$55.00	\$23,870.00

	ITEM	QTY.	UNIT	UNIT COST	SUBTOTAL
75	36" H.D.P.E. Pipe	693	LF	\$60.00	\$41,580.00
76	42" H.D.P.E. Pipe	508	LF	\$82.00	\$41,656.00
77	48" H.D.P.E. Pipe	58	LF	\$103.00	\$5,974.00
78	4" Non-Metallic Conduit (4 at 56 LF each)	224	LF	\$27.00	\$6,048.00
79	Wheel Stops	46	EA	\$85.00	\$3,910.00
80	Nyloplast 2718 AG Inline Drain	2	EA	\$586.00	\$1,172.00
81	Nyloplast 2830 AG Drain Basin	3	EA	\$1,740.00	\$5,220.00
82	Nyloplast 2730 AG Inline Drain	2	EA	\$1,518.00	\$3,036.00
83	Nyloplast 3099 CGS Grate	4	EA	\$772.00	\$3,088.00
84	Nyloplast 3099 CGC Lid	1	EA	\$906.00	\$906.00
85	Nyloplast 1899 CGS Grate	2	EA	\$479.00	\$958.00
86	Ironsmith 9000FDR-H20-12 Grate Frame and Grate	9	EA	\$533.00	\$4,797.00
87	Roadway lighting	25	EA	\$7,946.00	\$198,650.00
88	Landscape (driveway trees, misc. permanent vegetation, grassing, etc.)	1	LS	\$150,126.00	\$150,126.00
89	Irrigation (Roadway)	1	LS	\$77,205.00	\$77,205.00
90	Park entry signage (including landscaping & electrical service)	1	EA	\$30,792.00	\$30,792.00
91	Green Retaining wall (Fillitrex)	41,000	SFF	\$12.51	\$512,910.00
92	Rock Removal	76,000	CY	\$5.24	\$398,240.00
93	Rock Presplit Wall (Surface Face)	955	SY	\$36.05	\$34,427.75
94	Vehicular Access Gate	1	EA	\$1,107.00	\$1,107.00
95	Underground Primary Conduit (3 runs of conduits)	15,000	LF	\$15.95	\$239,250.00
96	Relocation of Telephone Service	1	LS	\$15,981.00	\$15,981.00
97	Subtotal Site Work / Drainage / Roadway				\$4,907,930.61

Baseball Complex

98	Electrical service	1	LS	\$227,339.00	\$227,339.00
99	Water Meter	1	LS	\$5,327.00	\$5,327.00
100	8" Parking Lot Aggregate Base Course	12,702	SY	\$8.01	\$101,743.02
101	Subgrade prep	12,703	SY	\$0.67	\$8,511.01
102	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	2,096	Ton	\$85.50	\$179,208.00
103	Concrete Curb and Gutter (Type A)	3901	LF	\$11.96	\$46,655.96
104	Ribbon Curb	484	LF	\$9.69	\$4,689.96
105	Composite wheel stops	99	EA	\$85.00	\$8,415.00
106	4" Pavement Marking (Thermoplastic)	7460	LF	\$0.70	\$5,222.00
107	Pavement Symbols (Handicap Symbol - Thermoplastic)	10	EA	\$325.00	\$3,250.00
108	Handicap Access Ramp	51	SY	\$71.03	\$3,622.53
109	Street Sign Installation (handicap, stop sign, etc.)	12	EA	\$224.00	\$2,688.00
110	6" Thick Concrete Flatwork	2158	SY	\$43.20	\$93,225.60
111	4" Thick Concrete Flatwork	4042	SY	\$34.08	\$137,751.36
112	Skinned infield material	619	CY	\$245.93	\$152,230.67
113	250' Field sports lighting	2	EA	\$72,561.00	\$145,122.00
114	300' Field sports lighting	2	EA	\$99,437.00	\$198,874.00
115	Parking lot lighting	13	EA	\$1,622.00	\$21,086.00
116	6' Chain link fence	4128	LF	\$19.95	\$82,353.60
117	8' Chain link fence	678	LF	\$46.32	\$31,404.96
118	24' Chain link fence (backstop)	532	LF	\$185.09	\$98,467.88
119	6' Chain link fence (security fencing)	360	LF	\$19.95	\$7,182.00
120	8' High, 5' wide gate	8	EA	\$1,036.00	\$8,288.00
121	6' High, 12' wide gate	8	EA	\$1,844.00	\$14,752.00
122	6' High, 12' wide gate (security fencing)	2	EA	\$1,845.00	\$3,690.00
123	5 Row bleacher	16	EA	\$4,508.00	\$72,128.00
124	Metal roof dugout	8	EA	\$13,214.00	\$105,712.00
125	Picnic table	8	EA	\$659.00	\$5,272.00
126	Waste receptacle	6	EA	\$440.00	\$2,640.00
127	Pet station	1	EA	\$314.00	\$314.00
128	Team bench	8	EA	\$646.00	\$5,168.00
129	Flagpole	1	EA	\$1,825.00	\$1,825.00
130	Foul pole	8	EA	\$1,172.00	\$9,376.00
131	Landscape (sod common areas, parking lot trees, plaza and shade trees, etc.)	1	LS	\$330,215.00	\$330,215.00
132	Sprigged baseball fields	249598	SF	\$1.08	\$269,565.84
133	Irrigation (sports fields, common areas, etc.)	1	LS	\$104,878.00	\$104,878.00
134	Facility rules signage	1	EA	\$852.00	\$852.00
135	Field identification signage	4	EA	\$852.00	\$3,408.00
136	Bullpens	8	LS	\$3,196.00	\$25,568.00
137	Batting Cages	4	LS	\$14,320.00	\$57,280.00
138	Restrooms/concession building	1	EA	\$462,079.00	\$462,079.00
139	Bike Racks	7	EA	\$227.00	\$1,589.00
140	Vehicular Access Gate	2	EA	\$1,079.00	\$2,158.00
141	2 Rail split fence	193	LF	\$7.41	\$1,430.13
142	Subtotal Baseball Complex				\$3,052,557.52

Soccer Complex

143	Electrical service	1	LS	\$265,551.00	\$265,551.00
144	Water Meter	1	LS	\$5,327.00	\$5,327.00

Bidder Name: **CROSSLAND CONSTRUCTION CO. INC.**

	ITEM	QTY.	UNIT	UNIT COST	SUBTOTAL
145	8" Parking Lot Aggregate Base Course	5,638	SY	\$8.42	\$47,471.96
146	Subgrade prep	5,639	SY	\$0.65	\$3,665.35
147	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	930	Ton	\$85.50	\$79,515.00
148	Concrete Curb and Gutter (Type A)	3034	LF	\$12.11	\$36,741.74
149	Ribbon Curb	600	LF	\$9.68	\$5,808.00
150	Composite wheel stops	114	EA	\$85.00	\$9,690.00
151	4" Pavement Marking (Thermoplastic)	1968	LF	\$0.70	\$1,377.60
152	Pavement Symbols (Handicap Symbol - Thermoplastic)	10	EA	\$325.00	\$3,250.00
153	Handicap Access Ramp	24	SY	\$71.03	\$1,704.72
154	Street Sign Installation (handicap, stop sign, etc.)	16	EA	\$224.00	\$3,584.00
155	4" Thick Concrete Flatwork	4200	SY	\$33.94	\$142,548.00
156	6" Thick Concrete Flatwork	125	SY	\$43.47	\$5,433.75
157	Practice field sports lighting	6	EA	\$64,858.00	\$389,148.00
158	Parking lot lighting	14	EA	\$1,767.00	\$24,738.00
159	Soccer goals (pair)	6	EA	\$2,790.00	\$16,740.00
160	Backstop netting (210lf each goal)	3360	LF	\$0.95	\$3,192.00
161	Waste receptacle	3	EA	\$719.00	\$2,157.00
162	Pet station	1	EA	\$314.00	\$314.00
163	Team bench	12	EA	\$646.00	\$7,752.00
164	Landscape (sod common areas, parking lot trees, plaza and shade trees, etc.)	1	LS	\$264,722.00	\$264,722.00
165	Sprigged baseball fields	415998	SF	\$1.03	\$428,477.94
166	Irrigation (sports fields, common areas, etc.)	1	LS	\$123,405.00	\$123,405.00
167	Facility rules signage	2	EA	\$852.00	\$1,704.00
168	Field identification signage	4	EA	\$852.00	\$3,408.00
169	Small Restrooms/concession building	1	EA	\$462,079.00	\$462,079.00
170	Bike Racks	7	EA	\$227.00	\$1,589.00
171	2 Rail split fence	288	LF	\$7.61	\$2,191.68
172	Subtotal Soccer Complex				\$2,343,285.74

Rental Pavilion Area

173	Electrical service	1	LS	\$16,064.00	\$16,064.00
174	Water Meter	1	LS	\$5,327.00	\$5,327.00
175	8" Parking Lot Aggregate Base Course	1,574	SY	\$11.68	\$18,384.32
176	Subgrade prep	1,575	SY	\$1.18	\$1,858.50
177	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	260	Ton	\$85.50	\$22,230.00
178	Concrete Curb and Gutter (Type A)	1110	LF	\$12.00	\$13,320.00
179	Ribbon Curb	33	LF	\$9.85	\$325.05
180	4" Thick Concrete Flatwork	90	SY	\$35.51	\$3,195.90
181	6" Thick Concrete Flatwork	27	SY	\$43.40	\$1,171.80
182	Composite wheel stops	27	EA	\$85.00	\$2,295.00
183	4" Pavement Marking (Thermoplastic)	820	LF	\$0.70	\$574.00
184	Handicap Access Ramp	24	SY	\$71.03	\$1,704.72
185	Pavement Symbols (Handicap Symbol - Thermoplastic)	6	EA	\$325.00	\$1,950.00
186	Street Sign Installation (handicap, stop sign, etc.)	9	EA	\$224.00	\$2,016.00
187	Parking lot lighting	4	EA	\$5,047.00	\$20,188.00
188	Waste receptacle	3	EA	\$353.00	\$1,059.00
189	Pet station	1	EA	\$314.00	\$314.00
190	Facility rules signage	2	EA	\$852.00	\$1,704.00
191	Landscape (sod open lawn and common areas, parking lot trees, landscape beds)	1	LS	\$10,829.00	\$10,829.00
192	Irrigation (open lawn and common areas)	1	LS	\$42,695.00	\$42,695.00
193	Bike Racks	7	EA	\$227.00	\$1,589.00
194	Subtotal Rental Pavilion Area				\$168,794.29

Water Line

195	Erosion Control	1	LS	\$10,762.00	\$10,762.00
196	Construction Staking	1	LS	\$6,552.00	\$6,552.00
197	Trench Excavation Safety	1	LS	\$3,276.00	\$3,276.00
198	2 1/2" PVC Water Service	1,126	LF	\$12.26	\$13,804.76
199	Single Meter Set	7	EA	\$4,368.00	\$30,576.00
200	8" PVC Water Line	3,099	LF	\$30.69	\$95,108.31
201	16" Open Cut Encasement	60	LF	\$103.21	\$6,192.60
202	Misc. Fittings	5,000	LB	\$9.83	\$49,150.00
203	8" Gate Valve	6	EA	\$1,752.00	\$10,512.00
204	Fire Hydrant Assembly	7	EA	\$4,860.00	\$34,020.00
205	Thrust Blocking Concrete	16	CY	\$273.00	\$4,368.00
206	Full Depth Base Backfill Street Crossings	7	EA	\$655.00	\$4,585.00
207	Undercut and Granular Backfill	542	CY	\$33.00	\$17,886.00
208	Backfill Density Testing	1	LS	\$5,460.00	\$5,460.00
209	Rock Excavation & Blasting	50	CY	\$164.00	\$8,200.00
210	Subtotal of Water Line				\$300,452.67

Bidder Name: CROSSLAND CONSTRUCTION CO. INC.

Bid 14-66, Addendum 10
02/03/2015

ITEM	QTY.	UNIT	UNIT COST	SUBTOTAL
Sanitary Sewer				
211	1	LS	\$8,083.00	\$8,083.00
212	1	LS	\$3,281.00	\$3,281.00
213	1	LS	\$2,735.00	\$2,735.00
214	1,263	LF	\$19.60	\$24,754.80
215	4	EA	\$356.00	\$1,424.00
216	2,065	LF	\$26.52	\$54,763.80
217	80	LF	\$97.33	\$7,786.40
218	10	EA	\$2,625.00	\$26,250.00
219	12.95	VF	\$148.00	\$1,916.60
220	1	EA	\$4,266.00	\$4,266.00
221	6.67	VF	\$328.00	\$2,187.76
222	1	LS	\$229,216.00	\$229,216.00
223	2	EA	\$656.00	\$1,312.00
224	399	CY	\$33.00	\$13,167.00
225	1	LS	\$3,281.00	\$3,281.00
226	50	CY	\$165.00	\$8,250.00
227	Subtotal of Sanitary Sewer			\$392,674.36

228	Base Bid Amount (sum of subtotals)			\$11,165,695.19
229	1	LS		\$0.00

522,667.00

Allowances

230	Playground Area Allowances and all corresponding improvements such as play structures and the foundations, safety zone material, signage, seating, pavement, etc.)	\$100,000.00
-----	--	--------------

231	Total Bid Amount: The Bidder agrees to install the Base Bid and Allowance items for a total cost of: <i>Eleven Million Two thousand Eight hundred</i> (\$ <u>11,859,285.19</u>)	\$11,265,695.19 Dollars <i>two hundred eighty five thousand</i> <i>fifty nine thousand</i>
-----	--	--

11,859,285.19
two hundred eighty five thousand
fifty nine thousand

Deductive Alternate Items

232	Deductive Alternate #1: Soccer Netting The Bidder agrees to eliminate all backstop netting on soccer fields from the scope of work for a cost difference of: <i>Three thousand two hundred one</i> (\$ <u>3,201</u>)	\$3,201.00 Dollars
-----	---	-----------------------

233	Deductive Alternate #2: Baseball Field #4 The Bidder agrees to eliminate the entire 250' baseball field and all corresponding improvements from the scope of work and provide subsequent grading/temporary seeding for a cost difference of: <i>Three hundred thirty thousand four hundred</i> (\$ <u>305,453</u>)	\$305,453.00 Dollars
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fifty three

234	Deductive Alternate #3: Playground The Bidder agrees to delete the playground (including, but not limited to, structures, safety zone material, signage, seating, waste receptacles, and pavement) from the scope of work for a cost difference of: <i>One hundred thousand</i> (\$ <u>100,000</u>)	\$100,000.00 Dollars
-----	--	-------------------------

235	New Bid Amount	\$10,057,041.19
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11,450,631.19

Unit Price Alternates

The following Unit price items shall only apply in the event site condition warrant.

236	1. Undercutting Unsuitable Soils. Provide a cost per cubic yard for undercutting & backfilling with suitable engineered fill <i>28 Twenty Eight</i> Cubic yard.
-----	--

237	2. Import of suitable fill. Provide a cost per cubic yard for importing suitable engineered for Roadway Subgrade. <i>20 Twenty \$00/100</i> Cubic yard.
-----	--

CROSSLAND CONSTRUCTION CO. INC.

Bidder Name: _____

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

Electrical, Sports field, Mechanical, Irrigation, Greenwall, Architectural

See Attached Subcontractor List

Section 6 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the Agreement.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the Agreement.

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

Steve Houser
Chief Estimator, Crossland Construction Company, Inc.

PO Box 45, 833 S. East Ave, Columbus, KS 66725

Phone No. 620-429-1414

FAX No. 620-429-1412

Section 8 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 6th Date of February, 2015.

Arkansas State Contractor License No. 0019620215.

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation

Corporation Name: _____ (SEAL) Crossland Construction Company, Inc.

Date of Incorporation: 11/01/1979

Type (General Business, Professional, Service, Limited Liability): General Business

By: 
(Signature – attach evidence of authority to sign)

Name (type or printed): Ivan Crossland Jr.

Title: CEO

(CORPORATE SEAL)

Business address: 833 S. East Ave, PO Box 45
Columbus, KS 66725

Phone No.: 620-429-1414 FAX No.: 620-429-1412

OPTION 4: An LLC

Company Name: _____ (SEAL)

By: _____
(Signature of Members– attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

End of Section 00 41 13

Statement of Disclosure (please submit with Bid)
ATTENTION: Please submit this form with your bid.

DISCLOSURE STATEMENT:

Bidder must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

 X 1.) NO KNOWN RELATIONSHIP EXISTS

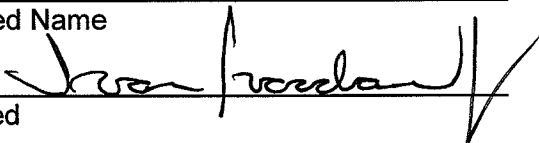
 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Ivan Crossland Jr., CEO

Printed Name



Signed

**Certification of Debarment – THIS FORM NEEDS TO BE SUBMITTED WITH EVERY BID
ATTENTION: Please submit this form with your bid.**

As A BIDDER on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: Ivan Crossland Jr.

COMPANY: Crossland Construction Company, Inc.

PHYSICAL ADDRESS: 833 S. East Avenue, Columbus, KS 66725

MAILING ADDRESS: PO Box 45, Columbus, KS 66725

PHONE: 620-429-1414 FAX: 620-429-1412

EMAIL: bid@crosslandconstruction.com

SIGNATURE: 

DATE: 02/06/2015

CROSSLAND

CONSTRUCTION COMPANY, INC.

833 S. East Ave • P.O. Box 45

Columbus, KS 66725

tel 620.429.1414

fax 620.429.2125

**Fayetteville Regional Park
Fayetteville, Arkansas
Subcontractor List**

Description of Work	Subcontractor	License Number
Electrical	Blevins	0011500515
Sports Field	Mid America	0125490715
Mechanical	HDI	0007240415
Irrigation	B&A	0225950515
Greenwall	Decco	
Architectural	Crossland	0019620215

VENDOR REFERENCES

Bid #14-66, Construction – Fayetteville Regional Park (Phase One)

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME:

Crossland Construction Company, Inc.

BUSINESS ADDRESS:

PO Box 45, 833 S. East Ave, Columbus, KS 66725

NUMBER OF YEARS IN BUSINESS: 35 HOW LONG IN PRESENT LOCATION: 35 years

TOTAL NUMBER OF CURRENT EMPLOYEES: 743 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT:

_____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. Hunt Ventures
COMPANY NAME

Rogers, AR
CITY, STATE, ZIP

Tim Graham
CONTACT PERSON

479.841.7332
TELEPHONE

Numerous
DATE COMPLETED

tim@pinnaclehills.com
E-MAIL ADDRESS

2. Pace Industries
COMPANY NAME

Fayetteville, AR
CITY, STATE, ZIP

Ken New
CONTACT PERSON

479.422.9288
TELEPHONE

December 2014
DATE COMPLETED

ken.new@paceind.com
E-MAIL ADDRESS

Bid # 14-66, Construction – Fayetteville Regional Park (Phase One)

3. Arvest
COMPANY NAME

Lowell, AR
CITY, STATE, ZIP

Monte Mills
CONTACT PERSON

479.871.2620
TELEPHONE

August 2014
DATE COMPLETED

mmills@arvest.com
E-MAIL ADDRESS

4. Siloam Springs Schools
COMPANY NAME

Siloam Springs, AR
CITY, STATE, ZIP

Jody Wiggins
CONTACT PERSON

479.524.3191
TELEPHONE

December 2015
DATE COMPLETED

jody.wiggins@sssd.k12.ar.us
E-MAIL ADDRESS

End of Section 00 41 18

Bentonville High School Stadium

Bentonville, Arkansas



Bentonville Football Stadium

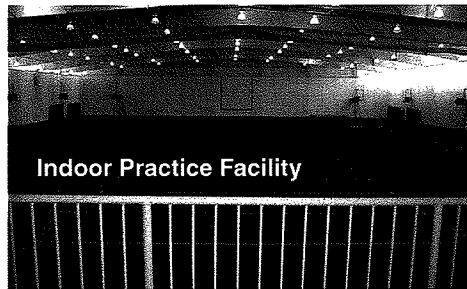
Type:
Athletic/Educational

Size:
67,500 seat facility, 7,900 SF field house with 80-yard practice field

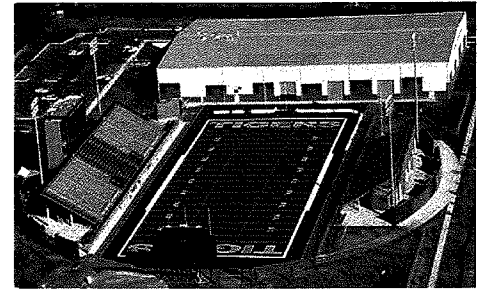
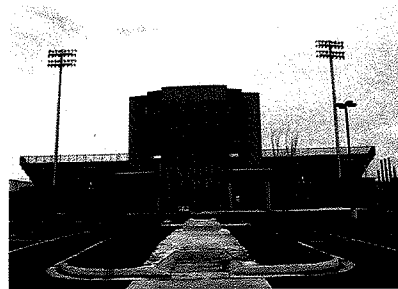
Delivery Method:
General Contractor

Selected by:
Hard bid

Cost:
\$9.6 M



Indoor Practice Facility



Overview

The new Tiger athletic complex sets the standard for High School football stadiums in the state of Arkansas.

This 67,500 seat facility features a two-story press box with rooms for coaches, fans, administration and media. **The playing surface utilizes ProGreen synthetic turf.** The JumboTron score board shows advertisements, game replays and videos, as well as statistics and scores.

Just west of the stadium is the new field house which holds the Tigers 80-yard practice field and 3,600 square feet of weight and strength training equipment. The field house contains 4,300 square feet of locker rooms, coach's offices and

classrooms with video projection systems. Construction is also complete on the new baseball and softball fields with press boxes and in ground dugout, as well as new track and soccer fields.

Contact Information:

Owner Contact: Bentonville School District
Scott Passmore, Director of Facilities
Tel 479-366-3384

Architect Contact: Hight-Jackson Associates
Larry Perkin
Tel 479-464-4965

Pittsburg State University Track/Field

Pittsburg, Kansas

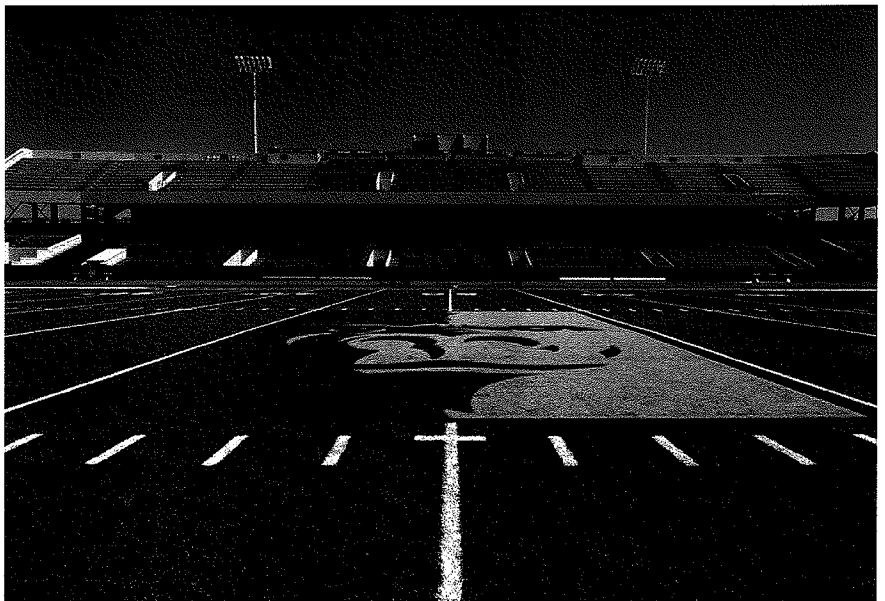


Type:
Sporting Facility

Size:
80,000 SF

Schedule:
June 2012-August 2012

Contract:
\$629,849



Overview

After winning the Division II National Championship in 2011, Pittsburg State University decided it was time to update its field, with hopes of hosting the Championship game in future seasons. With worn turf and goal posts, the field needed an upgrade, and Pitt State chose Crossland Construction, to take on this negotiated Design/Build project.

Pitt State decided to not only replace multiple aspects of their stadium, but also to upgrade them. Along with new turf, a new design was incorporated into the end zones turf, and new goal posts were put into place. The track and long jump areas were upgraded to avoid tripping hazards, along with new track curbing. Steeple chase pit covers were also added to the track area. Electrical and data lines along the field area were also improved during the

project.

Crossland and Pittsburg State University have been teaming up for years to present quality facilities to the students and public. Crossland built the original \$9M skybox/stadium additions as well as the new Jumbotron screen and scoreboard.

This season, PSU will be introducing not only an improved football stadium, but also an upgraded gymnasium for athletes and fans to enjoy for years to come, which Crossland was chosen for that project as well.

Contact Information:

Owner Contact: Pittsburg State University
Paul Stewart
1701 S. Broadway
Pittsburg, KS 66762
620-235-4130

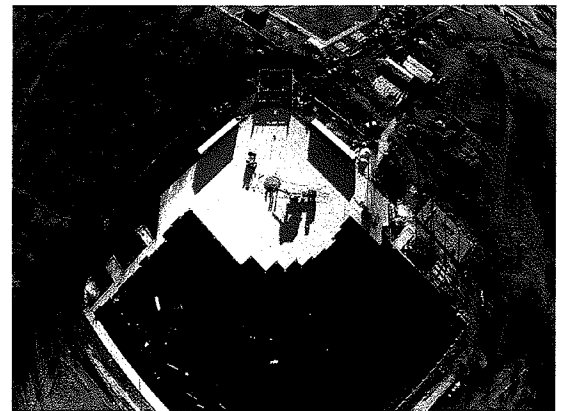


Type:
**Division II
Baseball/Athletic
Facility**

New Construction
Baseball Stadium along
with parking.

Overview

Construction is nearly complete on the new Missouri Southern State University Baseball Complex. This State of the Art Division II park includes stadium seating, concession areas, all synthetic turf field, professional lighting, along with batting cages as well as parking areas. The inaugural game for the new park will be held on Saturday, February 14, 2015.



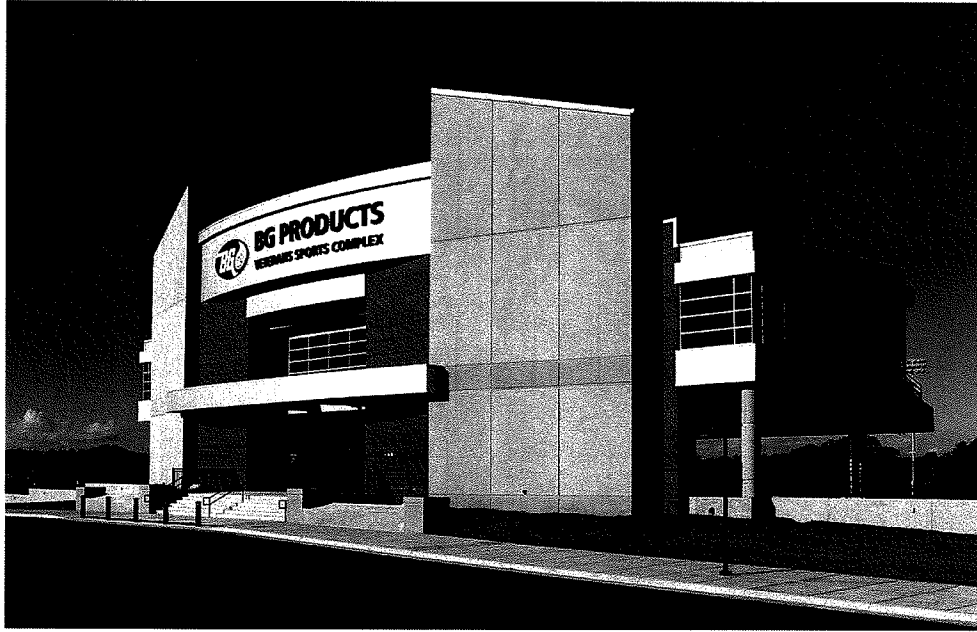
Owner:
Mr. Robert Harrington, Physical Plant Director
Missouri Southern State University
3950 East Newman Road
Joplin, MO 64801
417-625-3191

Architect:
Mr. Chad Greer, AIA
Corner Greer and Associates
716 S. Main Street
Joplin, Missouri 64801
417-206-3134



El Dorado Sports Complex

El Dorado, Kansas



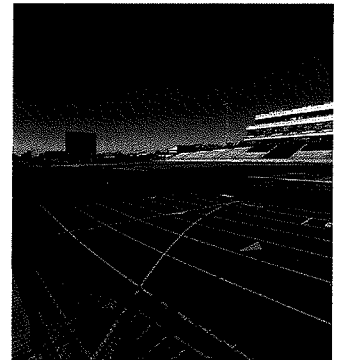
Type:
Athletic Complex

Size:
4,500 seat, two level elevated press box, sky box structure

Schedule:
14 Months, Finished 2 Months Early

Delivery Method:
Construction Management

Contract:
\$10,551,068



Overview

Crossland was awarded the work of this \$11 Million sports complex in El Dorado, Kansas, a much-needed update for the city, and other possibilities are now being seen for community growth that all accompany the project of this scope.

This \$10.5 Million project is precast/structural steel where Crossland self-performed all of the building and site concrete, as well as the structural steel erection.

The stadium consists of site civil, architectural, structural, mechanical, plumbing, electrical, and other accessory scope. The facility is expected to seat 4,500 fans, with a two level elevated press box/sky box structure; all equipped with restrooms, concession, field and track events, and an artificial turf football field.

This project is part of a much larger economic development effort that will give way to a site for not only hosting regional athletic events, but also concerts, other entertainment events, and to provide space for commercial development.

The owners of this project wanted to provide the athletes with a new facility to replace the previous aged complex. They wanted to provide the local community, school system, and college with a new facility that would meet today's standards, creating a one-of-a-kind gathering space for the City of El Dorado.

The project has been supported by a number of donations and is a combined effort between the City of El Dorado, the El Dorado Public School System, and the Butler County Community College.

Owner Contact:

Butler County
Educational Facilities Authority
Ray Connell
316-321-4300

Architect Contact:

PKHLS Architects
Vince Haines, AIA
haines@pkhls-architecture.com



Type:
Educational, Sporting

Size:
10,000SF

Delivery Method:
Construction Management

Cost:
\$6.8 M

Overview

Crossland had the privilege of delivering this impressive track and field project to the OSU Cowboys recently, and is proud of the finished result. Special care was taken to construct the track according to the International Association of Athletics Federation (IAAF), NCAA and National Federation of State High School Association's standards. The track surface, Beynon 'BSS 2000', is of Olympic arena quality and one of the finest in the region. Crossland installed a premier track drainage system inside the radius of the track, and an impressive irrigation system to nourish the natural grass surfaces on the project. The track features nine running lanes, a steeple chase pit, four dual-direction pole vault runways, four dual-direction long jump runways, four shot put circles, one discus cage, a javelin runway and a large high jump area. North of the track is a separate hammer throw area along with two shot put circles and practice throwing nets for discus athletes. The track will accommodate spectators well with grass berms on the east and west sides of the track and concrete sidewalks.

The main locker room building contains men's and women's locker rooms, as well as a training room, a large meeting room and offices. Both locker rooms will be furnished with custom built wood and perforated metal lockers, with striking design elements including curved ceilings with LED strip lighting and curved entrance walls. The training room features an advanced aquatic therapy suite equipped with thermal and polar tubs to facilitate athlete rehabilitation and post-competition cool downs. The meeting room will have similar architectural ceiling designs, with a custom built interior drop soffit framing an OSU 3-D logo. OSU pride will be clearly displayed in the design with the school's colors incorporated throughout the facility. The management pavilion includes an office, restrooms and a large storage room where the track equipment will be stored.



Contact Information:

Owner Contact: Oklahoma State University
Mike Buchert
533 Scott Hall
Stillwater, Oklahoma 74078
mike.buchert@okstate.edu

Architect Contact: Studio Architecture
Josh Hill
1112 North Walker
Oklahoma City, Oklahoma 73103



Type:
**Education,
Sporting**

Delivery Method:
**Construction
Management**

Cost:
\$ 6.6 M

Structure Type:
**Pre-Cast
New Turf**

Overview

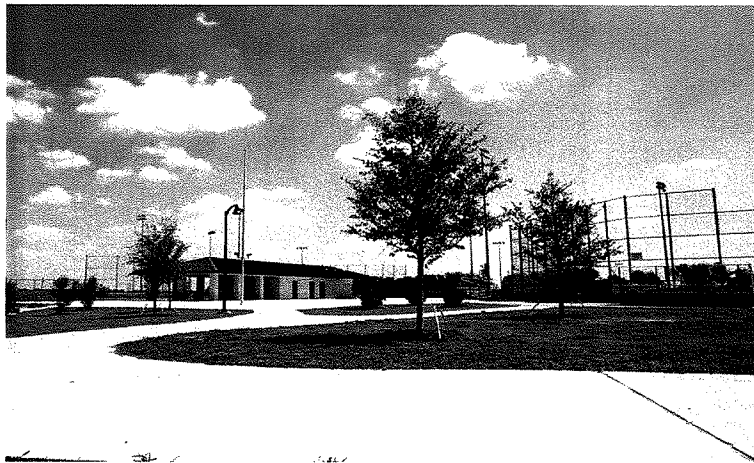
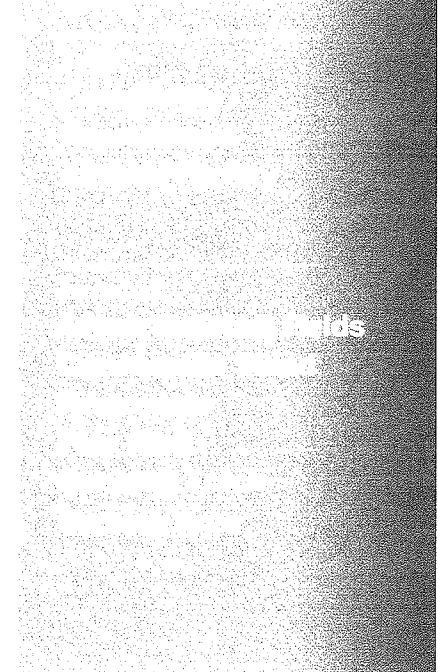
This \$6.6 Million Dollar event center was a collaborative project built for use by both NEO College and Miami High School's Football teams. The project was constructed in two phases. The first phase of the project included the removal of the old grass playing field followed by the earthwork necessary to raise the elevation approximately 2,' preparing it for synthetic, competition grade turf. A drainage system was also put into place during the first phase along with new goal posts and field lighting. Not part of the original project, but later added to CCC's scope was a new scoreboard featuring a large LED video display board.

The second phase of the project included the construction of a new high school locker room, training area, concessions, public restrooms,

press box structure, 6 private suites and one presidential suite that feature vinyl backed stadium seats, solid surface bars, and multiple televisions. A 2500 seat bleacher system with 100% back rest for added comfort and fully welded treads. Wrought iron fencing surrounds the facility along with a large arched ticket booth structure at the main entrance. The building's feature blended brick and EIFS exteriors to match campus standards.

Crossland Construction is honored to have been able to serve as Construction Manager on this project as well as self-perform various aspects of the job including earthwork and site concrete. Harsh winter and unique space challenges during the project design created an extremely challenging schedule. During summer months crews worked overtime six to seven days a week to maintain schedule and finished the project on schedule and under budget.





Overview

Crossland Construction was pleased to build the second phase of the new Waxahachie Sports Complex. This project included the addition of four new baseball fields, with the pony field having a 300 foot center field, two bronco fields with 250 foot center fields, and a mustang field with a 225 foot center field.

The concrete plaza includes a new concession stand and restrooms. A 100 space asphalt parking area was also added, with the existing parking area being resurfaced. A six lane running track now goes around the football field. A hike and bike trail surrounds the perimeter of the facility. A large play area completes the project.

Additional restrooms facilities are on the South side of the complex. Landscaping of the complex was also included.



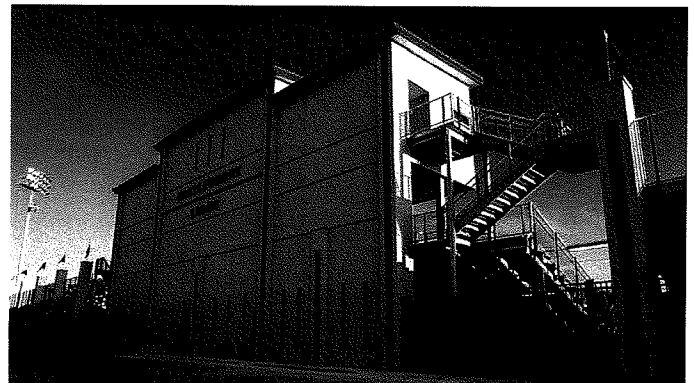
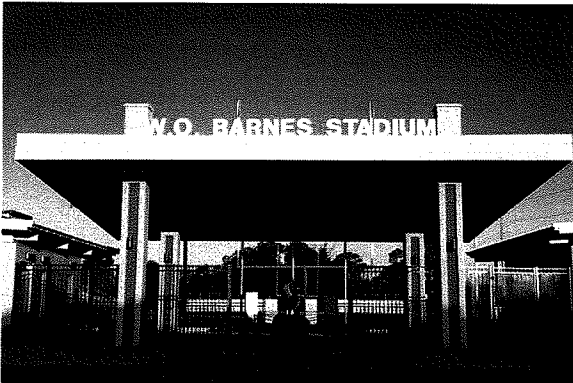


Type:
Sporting

Size:
11,500 SF

Delivery Method:
Hard Bid

Cost:
\$3.3 M



Overview

W.O Barnes Stadium is a fine new addition for Castleberry ISD's athletic department. The project started with the complete demolition of the existing stadium. It included new construction of a press box, concessions and bathrooms. **A complete rework of the football field and installation of a new turf field was also completed** along with new parking lots, fences and scoreboard that really complete the new and much improved stadium. Other unique features include a custom made lion statue created by a local artist and an extensive irrigation system.

Contact Information:

Owner Contact: Castleberry ISD
Gary Jones
315 Churchill Road
Fort Worth TX 76114

Architect Contact: WRA Architects
Derrick York
12377 Merit Drive
Dallas, TX 75251



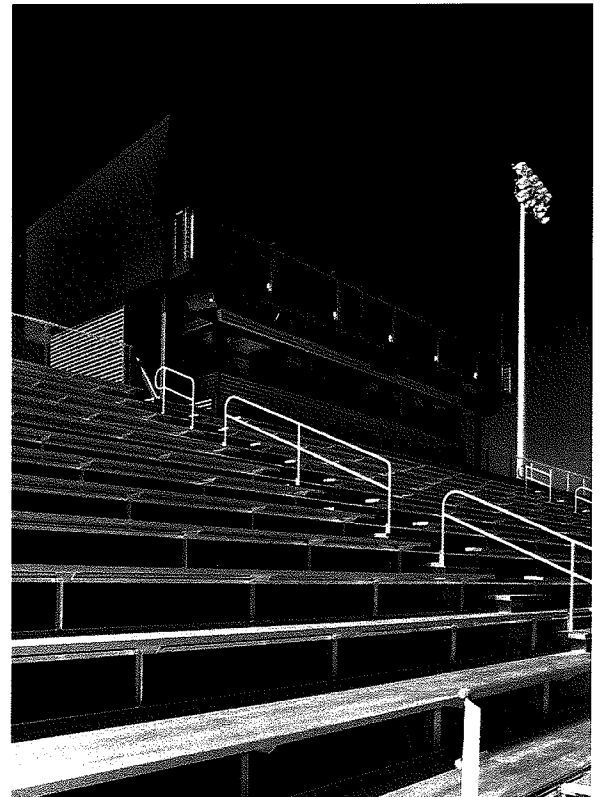
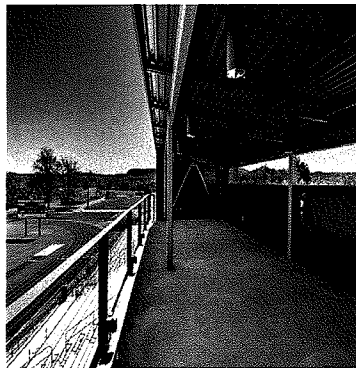
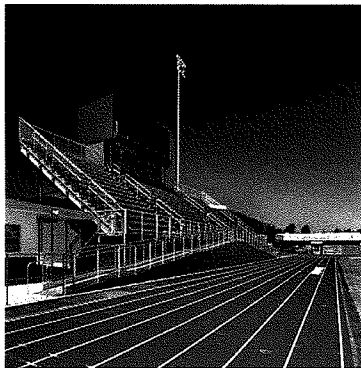


Type:
Athletic

Size:
3,205 SF

Delivery Method:
**Construction
Management**

Cost:
\$1.6 M



Overview

The new football stadium in Green Forest, Arkansas was completed just before their first season game on September 2, 2011. The new stadium introduces a new set of bleachers that will seat approximately 1,000 fans, new concession buildings and restrooms and a press box with a camera platform that sits above.

Re-grading of the existing field provided an adequate crown for drainage, new stadium lights, and a new eight-lane track. Because of the new track that is now in place at Green Forest, the school will be able to hold its first official track meet in many years.

Contact Information:

Owner Contact:

Green Forest Public Schools
400 East 10th Street, Green Forest, AR 72638
870-438-5201

Architect Contact:

Modus Studio
112 W. Center St. Suite 500, Fayetteville, AR 72701
479-555-5577

Pittsburg State University Projects

Pittsburg, Kansas



PSU Contact:
Mr. Paul Stewart
105 Whitesitt Hall, PSU
Pittsburg, KS 66762
620.235.4130
pstewart@pittstate.edu

National Guard Armory/
Student Recreation Center

Student Center
Addition/Renovation

Stadium and Sky Boxes

Veterans Memorial Wall

Bicknell Family Center for the
Arts

Porter Hall
Addition/Renovation

Bowen Hall Student Housing
Renovation

Trout Hall Student Housing
Renovation

Kansas Technology Center

President's House

Polymer Research Center

Gorilla Crossing Student
Center Addition/Renovation

National Guard Armory/ Student Recreation Center

\$14.6 Million
Construction Manager-at-Risk



Stadium and Sky Boxes \$5.7 Million Construction Manager

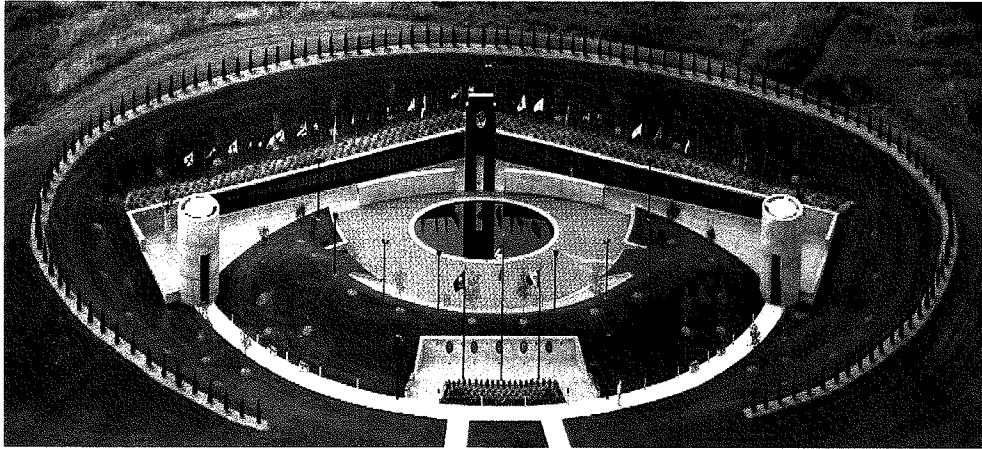
Student Center/Addition Renovation

\$2.4 Million



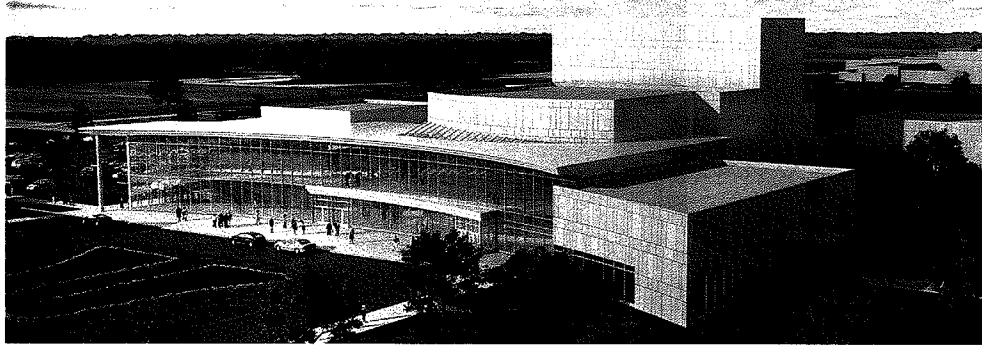
Pittsburg State University Projects

Pittsburg, Kansas



Veterans Memorial Wall

\$1.2 Million
Construction Manager-at-Risk



Bicknell Family Center for the Arts

\$30 Million
General Contractor

Porter Hall Addition / Renovation

\$1.8 Million Construction Manager



Bowen Hall Student Housing Renovation

\$941,000 Construction Manager



Trout Hall Student Housing Renovation

\$835,000 Construction Manager

Pittsburg State University Projects

Pittsburg, Kansas



Kansas Technology Center

\$24.3 Million
General Contractor

President's House

\$1.5 Million
Negotiated

Polymer Research Center

\$5.7 Million Construction Manager



Gorilla Crossing Student Center Addition / Renovation

\$1.4 Million



Type:
Maintenance Facility

Size:
40,000 SF

Delivery Method:
Hard Bid

Cost:
\$7.4M

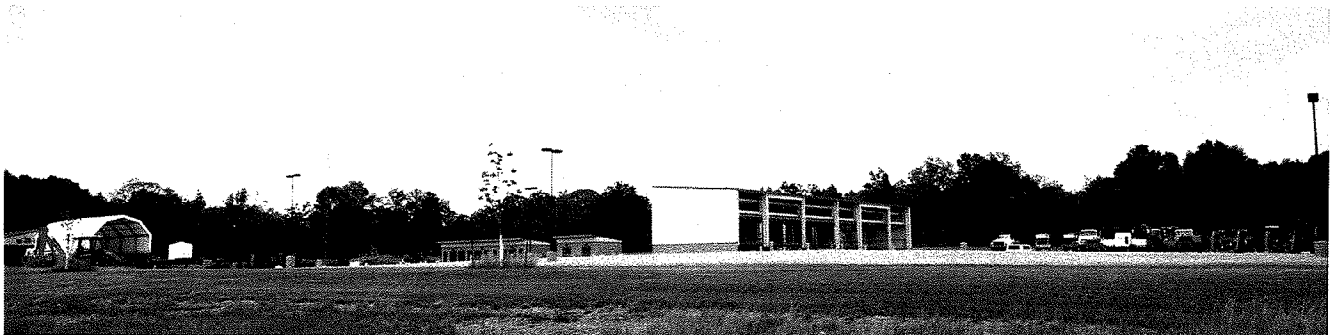
Structure Type:
**Metal Building, Masonry,
Structural Steel**

Overview

In 2011, Crossland Construction was awarded Phase III of this 3-phase project for the Arkansas Highway Department located in Barling, Arkansas. This will mark the first time that District 4 district-wide crews are all located at the District Headquarters.

With a total project cost of \$7.4 Million, this project consisted of a multi-crew administration building, a body and paint shop, spread rack, landscaping and site paving. Crossland crews self-performed a large portion of this project, including the concrete, steel, rough and finish carpentry.

Crossland has also had the privilege of working with the Arkansas Highway Department on the Hwy 412, 4-lane divided road between Hindsville and Huntsville Bypass in Madison County. We are proud of the privileges we've had to work this owner and look forward to more business partnerships in the future.



Contact Information:

Owner Contact: Arkansas Highway Transportation Dept.
Ray Gruver
PO Box 2261, Little Rock, AR 72203
501-569-2090

Architect Contact: SAIC Benham
Joseph Rogers
201 Presidential Drive, Lowell, AR 72745
479-770-5800

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Benson A. CASHION, Matthew K. CASHION, JR., William H. GRIFFIN, Judy SCHOGGEN, Cynthia L. TRICKEY, Pamela K. HAYS, Nick W. PETERS and James R. RAMSAY, all of Little Rock, Arkansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of November, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Eric D. Barnes

By: _____

*Assistant Secretary
Eric D. Barnes*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

**State of Maryland
City of Baltimore**

On this 16th day of November, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of February, 20 15.



Geoffrey Delisio

Geoffrey Delisio, Vice President

**AGREEMENT
BETWEEN CITY OF FAYETTEVILLE AND CROSSLAND CONSTRUCTION
COMPANY, INC.**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2015 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and Crossland Construction Company, Inc.(herein after called CONTRACTOR).

CITY OF FAYETTEVILLE and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

This project includes all work shown within the drawings/manual encompassing, but not limited to, the following items – site clearing, erosion control, earthwork, utilities, storm drainage, asphalt paving, concrete curbs, sidewalks, pavement markings, concession structures, site amenities and furnishings, signage, fencing, sports facilities, plant material, irrigation, and any items necessary to complete the project as shown in the CDs. Items noted on the plans as “Not in Contract” shall not be included in this phase of the project.

Article 2. PROJECT MANAGER.

This Project has been designed by Lose & Associates, Inc. under the supervision of:

City of Fayetteville Parks and Recreation Department
1455 South Happy Hollow Road
Fayetteville, Arkansas 72701

and will hereinafter be called PARKS AND RECREATION DEPARTMENT PROJECT MANAGER and who is to act as CITY OF FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to PROJECT MANAGER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work for Construction of Fayetteville Regional Park (Phase One) shall meet an intermediate deadline to ensure proper turf establishment for recreational field usage. This deadline shall be **August 10, 2015** for all soccer fields and **June 9, 2016** for all baseball fields and shall include the following items:

- All water lines and electrical service necessary for irrigation operability
- All irrigation systems necessary for soccer and baseball field installation
- All springing necessary for soccer and baseball field installation

3.2. The Work for Construction of Fayetteville Regional Park (Phase One) shall be substantially complete within **492 consecutive calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General

Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within **522 consecutive calendar days** after the date when the Contract Time commences to run.

3.3. *Liquidated Damages.* CITY OF FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY OF FAYETTEVILLE one-thousand dollars (\$1000.00) for each day that expires after the time specified in paragraph 3.2 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by CITY OF FAYETTEVILLE, CONTRACTOR shall pay CITY OF FAYETTEVILLE one-thousand dollars (\$1000.00) for each day that expires after the time specified in paragraph 3.2 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY OF FAYETTEVILLE shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

PAYMENT ITEMS

See attached bid form, dated February 6, 2015 and revised February 19, 2015

See attached change order Number 1, dated February 19, 2015

See attached bid tab, dated February 6, 2015

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in the General Conditions.

5.1. *Progress Payments.* CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02 . All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, less the aggregate of payments previously made and less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

95 percent of Work completed (with the balance of 5 percent being retainage), If Work has been 50 percent completed as determined by the PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, CITY OF FAYETTEVILLE, on recommendation of PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to CITY OF FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, CITY OF FAYETTEVILLE shall pay

the remainder of the Contract Price as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY OF FAYETTEVILLE to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the sites and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by CITY OF FAYETTEVILLE and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the

Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. CONTRACTOR has given PARKS AND RECREATION DEPARTMENT PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between CITY OF FAYETTEVILLE and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement (pages 1 to 7, inclusive).
- 7.2. Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3. Certificates of Insurance, (Exhibit C).
- 7.4. Documentation submitted by CONTRACTOR prior to Notice of Selection (Exhibit D).
- 7.5. General Conditions (pages 1 to 42, inclusive).
- 7.6. Supplementary Conditions (pages 1 to 13 inclusive).
- 7.7. Specifications consisting of Divisions 1 through 32 as listed in table of contents thereof.
- 7.8. Addenda numbers 1-10, inclusive.
- 7.9. One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets as enumerated in the drawing index with each sheet bearing the following general title: Construction Documents- Construction Regional Park Phase One.
- 7.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - 7.10.1. Notice to Proceed
 - 7.10.2 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. CITY OF FAYETTEVILLE and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

8.6. Freedom of Information Act. City contract and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, CONTRACTOR will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the Contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or materials on the bond. The Contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE, and one counterpart has been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by CITY OF FAYETTEVILLE and CONTRACTOR or identified by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER on their behalf.

This Agreement will be effective on _____, 2015 (which is the Effective Date of The Agreement).

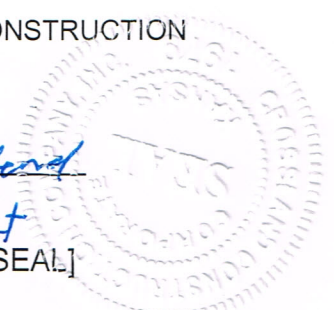
CITY OF FAYETTEVILLE:

CROSSLAND CONSTRUCTION COMPANY, INC.:

By: _____
Mayor

By: Curt Crawford
Curt Crossland
Executive Vice President
[CORPORATE SEAL]

[CORPORATE SEAL]



Attest _____

*Attest Matthew Brown
Asst. Secretary

* If a Corporation, attest by the Secretary.

Address for giving notices

Address for giving notices

(If CITY OF FAYETTEVILLE is a public body, attach License No. _____ evidence of authority to sign and resolution or other documents Agent for service of process: authorizing execution of Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

Corporate Resolution

BE IT RESOLVED: that at the monthly meeting of the Board of Directors of Crossland Construction Company, Inc. held on the 17th day of January, 2014, the Board of Directors did, by unanimous decision, authorize Ivan Crossland Jr., or Bennie Crossland, or Curt Crossland, or Mike Crossland or Patrick Crossland to sign on behalf of said Corporation all Bonding documents for Crossland Construction Company, Inc.

All documents signed by Ivan Crossland Jr, or Bennie Crossland or Curt Crossland shall be legally binding upon Crossland Construction Co., Inc. and their successors and assigns.

Bennie Crossland
Bennie Crossland, President

ATTEST: Marta Brown
Marta Brown, Asst. Secretary

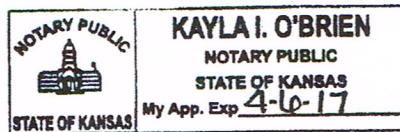
State of Kansas, County of Cherokee:

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Bennie Crossland, President of Crossland Construction Company, Inc. a corporation duly organized and existing in the State of Kansas, and he acknowledged the same on behalf of said Corporation.

It witness thereof I have set my hand and affixed my seal this 23rd day of July, 2014.

Kayla I. O'Brien
Notary Public

My Commission Expires: 4-6-2017





AIA[®]

Document G701[™] – 2001

Change Order

PROJECT (Name and address): Fayetteville Regional Park, Phase 1 Judge Cummings Road Fayetteville, Arkansas	CHANGE ORDER NUMBER: 001 DATE: 2/19/2015	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Crossland Construction Company, Inc. PO Box 45 Columbus, KS 66725	ARCHITECT'S PROJECT NUMBER: 13144 CONTRACT DATE: TBD CONTRACT FOR: General Construction of Phase 1 of Fayetteville Regional Park	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
See Attachment A for value engineered items that are to become a part of this contract.

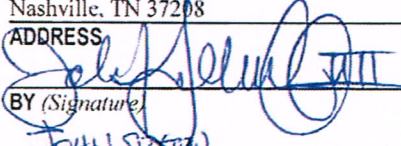

The original Contract Sum was	\$ 11,788,362.19
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 11,788,362.19
The Contract Sum will be decreased by this Change Order in the amount of	\$ 2,358,997.27
The new Contract Sum including this Change Order will be	\$ 9,429,364.92

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 492 calendar days.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Lose & Associates, Inc.</u> ARCHITECT (Firm name)	<u>Crossland Construction Company, Inc.</u> CONTRACTOR (Firm name)	<u>City of Fayetteville</u> OWNER (Firm name)
<u>1314 5th Ave N, Suite 200</u> <u>Nashville, TN 37208</u> ADDRESS	<u>PO Box 45</u> <u>Columbus, KS 66725</u> ADDRESS	<u>113 West Mountain Street</u> <u>Fayetteville, AK 72701</u> ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>JOHN SEXTON</u> (Typed name)	<u>CURT CROSSLAND</u> (Typed name)	 (Typed name)
<u>2/19/2015</u> DATE	<u>2/19/2015</u> DATE	 DATE

Bid 14-66, Construction-Fayetteville Regional Park (Phase 1)**Value Engineering Changes Accepted as Change Order No. 1**

Item	Description	Qty.	Unit	Unit Price	Savings
1	Reduce 8' sidewalks along parking lots and in the soccer complex to 6' (sidewalks along road to remain 8')	1	ls	\$ 11,727.00	\$ 11,727.00
2	Eliminate two batting cages	2	each	14,320.00	\$ 28,640.00
3	Eliminate Erosion Control matting	1	ls	\$ 5,714.00	\$ 5,714.00
4	Change thermoplastic striping to paint (all areas)	1	ls	\$ 15,300.00	\$ 15,300.00
5	Eliminate sports lighting from soccer complex with exception of conduit. Install all empty conduit and junction boxes on as shown on plans	1	ls	\$ 410,000.00	\$ 410,000.00
6	Construct turn down edge sidewalk to replace curb and gutter at baseball complex	1	ls	\$ 10,011.00	\$ 10,011.00
7	Reduce parking lot base stone to 6"	1	ls	\$ 35,396.00	\$ 35,396.00
8	Eliminate all elements at the Rental Pavilion Area except the electrical service for the septic system	1	ls	\$ 152,730.00	\$ 152,730.00
9	Eliminate grading and associated storm drainage for Rental Pavilion Area	1	ls	\$ 98,984.00	\$ 98,984.00
10	Change all storm pipe in parking lots to HDPE	1	ls	\$ 6,350.00	\$ 6,350.00
11	Eliminate landscaping around large detention pond	1	ls	\$ 9,910.00	\$ 9,910.00
12	Change all rain gardens to sod eliminate stone and plantings.	1	ls	\$ 188,860.00	\$ 188,860.00
13	Eliminate epoxy flooring in both buildings	1	ls	\$ 25,510.00	\$ 25,510.00
14	Change surface course on road to Superpave 64-22*	1	ls	\$ 10,718.00	\$ 10,718.00
15	Change parking lot surface to Type 3 mix and all parking lots*	1	ls	\$ 27,234.00	\$ 27,234.00
16	Remove 1,500 l.f. curb and gutter and 6 inlets, 1,200 l.f. 18" pipe from north cul de sac to baseball fields	1	ls	\$ 78,700.00	\$ 78,700.00
17	Shorten entry sign length	1	ls	\$ 10,000.00	\$ 10,000.00
18	Remove curb, gutter, storm drain and downsize road to 20' from entry to round-a-bout	1	ls	\$ 162,713.00	\$ 162,713.00
19	Reduce cost of infield sand and clay mix	1	ls	\$ 46,292.00	\$ 46,292.00
20	Eliminate Baseball Field #4	1	ls	\$ 305,453.00	\$ 305,453.00
21	Eliminate playground	1	ls	\$ 100,000.00	\$ 100,000.00
22	Eliminate picnic tables	8	ea	\$ 659.00	\$ 5,272.00
23	Eliminate flagpoles	1	ea	\$ 1,172.00	\$ 1,172.00

24	Eliminate roadway irrigation	1	ls	\$ 77,205.00	\$ 77,205.00
25	Reduce sand from ballfield soil mix from 4" to 2"	1	ls	\$ 85,000.00	\$ 85,000.00
26	Reduce water line installation	1	ls	\$ 286,647.91	\$ 286,647.91
27	Reduce sanitary sewer system installation	1	ls	\$ 163,458.36	\$ 163,458.36
	Total Change Order No.1 Savings				\$ 2,358,997.27

Fayetteville Regional Park Road Cost - Fayetteville Arkansas

Crossland Numbers Cost Breakout

	ITEM	QTY.	UNIT	UNIT COST	OVERALL PROJECTSUBTOTAL		Roadway Qty.	Unit Cost	Roadway Cost
Site Work / Drainage / Roadway									
1	Layout survey	63	AC	\$3,890.00	\$245,070.00		5	\$3,890.00	\$19,450.00
2	Mass grading	213,463	CY	\$3.70	\$789,813.10		15833	\$3.70	\$58,582.10
3	Stripping topsoil	50,479	CY	\$3.60	\$181,724.40		4573	\$3.60	\$16,462.80
4	Replacing topsoil	40,125	CY	\$4.30	\$172,537.50		-	\$4.30	-
5	Clearing and Grubbing-Heavily Wooded	15	AC	\$7.00	\$105.00		-	\$7.00	-
6	Clearing and Grubbing-Lightly Wooded	5	AC	\$3,128.00	\$15,640.00		2	\$3,128.00	\$6,256.00
7	Erosion Control	1	LS	\$215,229.00	\$215,229.00		36,000	\$1.00	\$36,000.00
8	Subgrade Preparation	17,845	SY	\$0.66	\$11,777.70		17,845	\$0.66	\$11,777.70
9	18" R. C. Pipe	744	LF	\$42.30	\$31,471.20		245	\$42.30	\$10,363.50
10	24" R. C. Pipe	321	LF	\$47.70	\$15,311.70		279	\$47.70	\$13,308.30
11	30" R. C. Pipe	52	LF	\$58.90	\$3,062.80		-	\$58.90	-
12	36" R. C. Pipe	12	LF	\$83.60	\$1,003.20		12	\$83.60	\$1,003.20
13	36" R. C. Ell. Pipe	27	EA	\$110.70	\$2,988.90		27	\$110.70	\$2,988.90
14	18" R. C. Pipe (Under Pavement)	1,259	LF	\$63.40	\$79,820.60		773	\$63.40	\$49,008.20
15	24" R. C. Pipe (Under Pavement)	328	LF	\$73.20	\$24,009.60		63	\$73.20	\$4,611.60
16	30" R. C. Pipe (Under Pavement)	130	LF	\$94.90	\$12,337.00		-	\$94.90	-
17	36" R. C. Pipe (Under Pavement)	99	LF	\$114.50	\$11,335.50		12	\$114.50	\$1,374.00
18	42" R. C. Pipe (Under Pavement)	78	LF	\$124.40	\$9,703.20		-	\$124.40	-
19	18" R. C. Ell. Pipe (Under Pavement)	59	LF	\$208.00	\$12,272.00		59	\$208.00	\$12,272.00
20	30" R. C. Ell. Pipe (Under Pavement)	92	LF	\$112.00	\$10,304.00		92	\$112.00	\$10,304.00
21	18" R. C. FES	4	EA	\$1,367.00	\$5,468.00		-	\$1,367.00	-
22	24" R. C. FES	1	EA	\$1,477.00	\$1,477.00		-	\$1,477.00	-
23	30" R. C. FES	4	EA	\$1,586.00	\$6,344.00		-	\$1,586.00	-
24	36" R. C. FES	1	EA	\$2,160.00	\$2,160.00		1	\$2,160.00	\$2,160.00
25	42" R. C. FES	6	EA	\$2,734.00	\$16,404.00		-	\$2,734.00	-
26	36" Ell. R. C. FES	1	EA	\$2,816.00	\$2,816.00		1	\$2,816.00	\$2,816.00
27	12" C.M. FES	3	EA	\$300.00	\$900.00		-	\$300.00	-
28	18" C.M. FES	11	EA	\$328.00	\$3,608.00		8	\$328.00	\$2,624.00
29	24" C.M. FES	10	EA	\$425.00	\$4,250.00		3	\$425.00	\$1,275.00
30	30" C.M. FES	5	EA	\$711.00	\$3,555.00		-	\$711.00	-
31	36" C.M. FES	2	EA	\$854.00	\$1,708.00		-	\$854.00	-
32	48" C.M. FES	1	EA	\$1,521.00	\$1,521.00		-	\$1,521.00	-
33	4' Curb Inlets	34	EA	\$3,117.00	\$105,978.00		30	\$3,117.00	\$93,510.00
34	5' Curb Inlets	10	EA	\$3,418.00	\$34,180.00		7	\$3,418.00	\$23,926.00
35	6' Curb Inlets	4	EA	\$3,746.00	\$14,984.00		4	\$3,746.00	\$14,984.00
36	4' Grate Inlet	5	EA	\$3,554.00	\$17,770.00		-	\$3,554.00	-
37	4' Junction Boxes	3	EA	\$2,461.00	\$7,383.00		-	\$2,461.00	-
38	5' Junction Boxes	8	EA	\$2,898.00	\$23,184.00		1	\$2,898.00	\$2,898.00
39	6' Junction Boxes	2	EA	\$3,554.00	\$7,108.00		1	\$3,554.00	\$3,554.00
40	4' Curb Inlet Extension	32	EA	\$1,203.00	\$38,496.00		27	\$1,203.00	\$32,481.00
41	8' Curb Inlet Extension	1	EA	\$1,695.00	\$1,695.00		1	\$1,695.00	\$1,695.00
42	Rip Rap	4,500	SY	\$17.00	\$76,500.00		300	\$17.00	\$5,100.00
43	6" Roadway Aggregate Base Course	17,845	SY	\$6.08	\$108,497.60		17,845	\$6.08	\$108,497.60
44	Asphalt Concrete Hot Mix Binder Course (PG 64-22)	2,474	Ton	\$72.75	\$179,983.50		2,474	\$72.75	\$179,983.50
45	Asphalt Concrete Hot Mix Surface Course (PG 70-22)	1,649	Ton	\$85.50	\$140,989.50		1,649	\$85.50	\$140,989.50
46	Concrete Curb and Gutter (Type A)	9,228	LF	\$11.94	\$110,182.32		9,228	\$11.94	\$110,182.32
47	Concrete Curb and Gutter (Type B-1)	305	LF	\$12.05	\$3,675.25		305	\$12.05	\$3,675.25
48	Concrete Curb and Gutter (Level Spreader)	177	LF	\$24.68	\$4,368.36		-	\$24.68	-
49	4" Thick Concrete Sidewalk	2,985	SY	\$34.26	\$102,266.10		2,985	\$34.26	\$102,266.10
50	6" Thick Concrete Sidewalk	141	SY	\$43.45	\$6,126.45		141	\$43.45	\$6,126.45
51	Concrete Driveway Aprons (Commercial)	288	SY	\$59.19	\$17,046.72		288	\$59.19	\$17,046.72
52	Concrete Driveway Aprons (Residential)	35	SY	\$54.79	\$1,917.65		35	\$54.79	\$1,917.65
53	Concrete Driveway Aprons for Roundabout	290	SY	\$48.49	\$14,062.10		290	\$48.49	\$14,062.10
54	Concrete Driveway (Residential)	95	SY	\$43.74	\$4,155.30		95	\$43.74	\$4,155.30
55	Concrete Driveway (Commercial)	89	SY	\$46.69	\$4,155.41		89	\$46.69	\$4,155.41
56	Aggregate Base Course Driveway	150	SY	\$12.61	\$1,891.50		150	\$12.61	\$1,891.50
57	4" Pavement Marking (Thermoplastic)	13,860	LF	\$0.70	\$9,702.00		13,860	\$0.70	\$9,702.00
58	12" Pavement Marking (Thermoplastic)	120	LF	\$11.03	\$1,323.60		120	\$11.03	\$1,323.60
59	Pavement Symbols (ONLY - Thermoplastic)	2	EA	\$490.00	\$980.00		2	\$490.00	\$980.00
60	Pavement Symbols (Arrows - Thermoplastic)	16	EA	\$130.00	\$2,080.00		16	\$130.00	\$2,080.00
61	Pavement Symbols (Bicycle - Thermoplastic)	10	EA	\$294.00	\$2,940.00		10	\$294.00	\$2,940.00
62	Pavement Symbols (Yield Triangles - Thermoplastic)	6	EA	\$80.00	\$480.00		6	\$80.00	\$480.00
63	Pavement Symbols (Advanced Warning - Thermoplastic)	4	EA	\$554.00	\$2,216.00		4	\$554.00	\$2,216.00
64	Pavement Symbols (Handicap Symbol - Thermoplastic)	8	EA	\$325.00	\$2,600.00		8	\$325.00	\$2,600.00
65	Pavement Symbols (Shared Lane Symbol - Thermoplastic)	21	EA	\$396.00	\$8,316.00		21	\$396.00	\$8,316.00
66	Street Sign Installation	82	EA	\$224.00	\$18,368.00		82	\$224.00	\$18,368.00
67	Traffic Control and Maintenance	1	LS	\$5,335.00	\$5,335.00		1	\$5,335.00	\$5,335.00
68	Cast-in-Place Detectable Warning Panel	80	SF	\$35.96	\$2,876.80		80	\$35.96	\$2,876.80
69	Handicap Access Ramp	90	SY	\$60.37	\$5,433.30		90	\$60.37	\$5,433.30
70	Raised Crosswalk	2	EA	\$4,741.00	\$9,482.00		2	\$4,741.00	\$9,482.00
71	12" H.D.P.E. Pipe	653	LF	\$27.00	\$17,631.00		-	\$27.00	-
72	18" H.D.P.E. Pipe	1,396	LF	\$35.00	\$48,860.00		423	\$35.00	\$14,805.00
73	24" H.D.P.E. Pipe	1,152	LF	\$40.00	\$46,080.00		346	\$40.00	\$13,840.00
74	30" H.D.P.E. Pipe	434	LF	\$55.00	\$23,870.00		-	\$55.00	-
75	36" H.D.P.E. Pipe	693	LF	\$60.00	\$41,580.00		647	\$60.00	\$38,820.00
76	42" H.D.P.E. Pipe	508	LF	\$82.00	\$41,656.00		-	\$82.00	-
77	48" H.D.P.E. Pipe	58	LF	\$103.00	\$5,974.00		-	\$103.00	-
78	4" Non-Metallic Conduit (4 at 56 LF each)	224	LF	\$27.00	\$6,048.00		224	\$27.00	\$6,048.00
79	Wheel Stops	46	EA	\$85.00	\$3,910.00		-	\$85.00	-
80	Nyloplast 2718 AG Inline Drain	2	EA	\$586.00	\$1,172.00		-	\$586.00	-
81	Nyloplast 2830 AG Drain Basin	3	EA	\$1,740.00	\$5,220.00		-	\$1,740.00	-
82	Nyloplast 2730 AG Inline Drain	2	EA	\$1,518.00	\$3,036.00		1	\$1,518.00	\$1,518.00
83	Nyloplast 3099 CGS Grate	4	EA	\$772.00	\$3,088.00		1	\$772.00	\$772.00
84	Nyloplast 3099 CGC Lid	1	EA	\$906.00	\$906.00		-	\$906.00	-
85	Nyloplast 1899 CGS Grate	2	EA	\$479.00	\$958.00		-	\$479.00	-
86	Ironsmith 9000FDR-H20-12 Grate Frame and Grate	9	EA	\$533.00	\$4,797.00		-	\$533.00	-
87	Roadway lighting	25	EA	\$7,946.00	\$198,650.00		25	\$7,946.00	\$198,650.00
88	Landscape (driveway trees, misc. permanent vegetation, grassing, etc.) (Roadway)	1	LS	\$150,126.00	\$150,126.00		1	\$150,126.00	\$150,126.00
89	Irrigation (Roadway)	1	LS	\$0.00	\$0.00		1	\$0.00	\$0.00
90	Park entry signage (including landscaping & electrical service)	1	EA	\$20,792.00	\$20,792.00		0	\$0.00	-
91	Green Retaining wall (Filltrexx)	41,000	SFF	\$12.51	\$512,910.00		-	\$12.51	-
92	Rock Removal	76,000	CY	\$5.24	\$398,240.00		-	\$5.24	-
93	Rock Presplit Wall (Surface Face)	955	SY	\$36.05	\$34,427.75		-	\$36.05	-
94	Vehicle Access Gate	1	EA	\$1,107.00	\$1,107.00		-	\$1,107.00	-
95	Underground Primary Conduit (3 runs of conduits)	15,000	LF	\$15.95	\$239,250.00		-	\$15.95	-
96	Relocation of Telephone Service	1	LS	\$0.00	\$0.00		-	\$0.00	-
VE #4	Change thermoplastic to paint	1	LS	(\$9,180.00)	(\$9,180.00)		1	(\$9,180.00)	(\$9,180.00)
VE #21	Remove curb, gutter storm drain and downsize road to 20' from entry to roundabout	1	LS	(\$162,713.00)	(\$162,713.00)		1	(\$162,713.00)	(\$162,713.00)
VE #19	Remove 1500 lf of curb and gutter and 6 inlets 1200 lf 18" pipe from noth cul de sac to bb fields	1	LS	(\$78,700.00)	(\$78,700.00)		1	(\$78,700.00)	(\$78,700.00)



- Legend:**
- 1 Pavilion with Restrooms (322 total spaces for both pavilions and add. parking)
 - 2 Playground
 - 3 Parking Lot (1020 spaces for sports fields)
 - 4 Soccer Fields
 - 5 Softball Fields
 - 6 Baseball Fields
 - 7 Tennis Courts
 - 8 Sand Volleyball Courts
 - 9 Basketball Courts
 - 10 Retaining walls
 - 11 Amphitheatre Stage
 - 12 Open Lawn seating
 - 13 Back of House Area
 - 14 Landfill Area | Open Lawn
 - 15 Open Pavilion
 - 16 Trails
 - 17 Water Quality Ponds
 - 18 Stream Bridge Crossings
 - 19 Administration Building
 - Landfill Boundary
 - Stream Buffer
 - Parcel Boundary
 - Park Area Boundary
 - Cato Springs Trail 2.3 Miles
 - Future Trail Connection
 - Emergency Access Route

FAYETTEVILLE REGIONAL PARK

FINAL MASTER PLAN ENLARGEMENT

FAYETTEVILLE, ARKANSAS



- Legend:**
- ① Pavilion with Restrooms
 - ② Playground
 - ③ Parking Lot
 - ④ Soccer Fields
 - ⑤ Softball Fields
 - ⑥ Baseball Fields
 - ⑦ No Info
 - ⑧ No Info
 - ⑨ No Info
 - ⑩ Retaining walls
 - ⑪ Amphitheatre Stage
 - ⑫ Open Lawn seating
 - ⑬ No Info
 - ⑭ No Info
 - ⑮ No Info
 - ⑯ Trails
 - ⑰ Water Quality Ponds
 - ⑱ Stream Bridge Crossings
 - Ⓐ Administration Building
 - Landfill Boundary
 - ▨ Stream Buffer
 - Parcel Boundary
 - Park Area Boundary
 - Cato Springs Trail 2.3 Miles
 - Future Trail Connection
 - ⋯ Emergency Access Route
 - Limit of Phase 1 Development

FAYETTEVILLE REGIONAL PARK

PHASE 1 MASTER PLAN ENLARGEMENT

FAYETTEVILLE, ARKANSAS

MEETING OF MARCH 3, 2015

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Connie Edmonston, Parks and Recreation Director
DATE: February 19, 2015
SUBJECT: Resolution to approve a contract with Crossland Construction Company, Inc. for the Construction of Regional Park Phase One

RECOMMENDATION:

Staff recommends approval of a contract with Crossland Construction Company, Inc. in the amount of \$11,788,362, approval of Change Order No. 1 in the amount of (\$2,358,997) reduced by accepting value engineering from the original bid; and a project contingency in the amount of \$528,000, approximately 5.6%, for a total cost of \$9,957,365 and approval of a budget adjustment recognizing \$37,533 in Park Land Dedication Funds.

BACKGROUND:

The City of Fayetteville has been planning for a Regional Park since 2002. Through an intensive site selection process, a site was selected and approved by the Parks and Recreation Advisory Board in 2003. In 2010 approximately 200 acres were generously donated by Chambers Bank for the park.

Since that time, through overwhelming public support, over 350 acres of pristine Ozark forest adjacent to the park at Mount Kessler were purchased and preserved in a partnership with the Walton Family Foundation, the City of Fayetteville and the Fayetteville Natural Heritage Association, making the park a truly unique destination for Fayetteville and Northwest Arkansas. Additionally, Advertising and Promotions Hotel Motel Restaurant (HMR) tax bond was approved by the voters in 2014 to appropriate approximately \$3.5 million for the construction of Phase One of the Regional Park.

Lose and Associates, Inc. was selected through a professional selection committee in November of 2013 to finalize the master plan for the park and to create the construction documents for Phase One of the park. Large Scale Development 14-4819 was approved by the Planning Commission on October 13, 2013.

DISCUSSION:

Bid 14-46 was advertised on November 26, 2014 and opened February 6, 2015. Four contractors bid the project with Crossland Construction Company, Inc. being the low bid in the amount of \$11,788,362.