



Cameron Construction Company, Inc.

1721 Dan Avenue P.O. Box 1492 Jonesboro, Arkansas 72403
Business (870) 932-1306 Fax (870) 932-1554

August 7, 2008

Mr. John Selig, P.E.
NRS Consulting Engineers
2717 East Nettleton, Suite F
Jonesboro, AR 72401

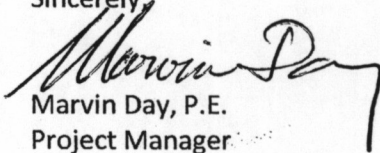
RE: Turtle Creek Greenway Phase I
Pedestrian Bridge
City of Jonesboro, Arkansas

Dear Sir:

Pursuant to your request at our meeting on August 5, 2008, I have prepared a revised bid for the above referenced project. I understood that you wanted me to prepare a bid that would be for a 160' long bridge to substitute the 200' long bridge that was shown in the original bid documents. The revised bid price for this is \$ 370,820.05. I have attached an analysis of how I determined this price for your review as well as back up documentation of the bridge quotes.

I appreciate the opportunity to assist you in modifying the project, so that it can be awarded within the city's budget. If you need any additional information, please contact me at 932-1306.

Sincerely,


Marvin Day, P.E.
Project Manager

enclosure

Need
\$ 83,320.05

Note from Wheeler is good ~~for~~ ~~5/11/08~~ until Sept 19th



Wheeler

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performance
since 1892*

August 11, 2008

Marvin Day
Cameron Construction Company, Inc.
1721 Dan Avenue
Jonesboro, AR 72401

Re: Turtle Creek Greenway Phase 1

Dear Mr. Day:

In regards to the revised quote dated 8/5/08 for the above mentioned project, Wheeler will extend the expiration period to 9/19/08 and hold the quoted price.

Sincerely,
Wheeler Lumber, LLC

A handwritten signature in black ink, appearing to read 'Jeff Brezinka'.

Jeff Brezinka
Sales Representative
Ext. 261

Cc: T15140

Wheeler Lumber, LLC

9330 James Avenue South Bloomington, MN 55431

Ph: (952)929-7854 or (800)328-3986 Fx: (952)929-2909 Email: info@wheeler-con.com Web: www.wheeler-con.com

Analysis of Revised Bid Pricing

	Original	Revised
Site Preparation	\$ 93,956.25	\$ 93,956.25
Bridge	\$ 395,000.00	\$ 276,863.80
TOTAL	<u>\$ 488,956.25</u>	<u>\$ 370,820.05</u>
Percent of Original	100%	75.8%

Detail Analysis

Wheeler Bridge Original Price		\$ 259,050.00
Wheeler Bridge Revised Price		\$ 150,975.00
Difference		\$ 108,075.00
Plus 8% Tax		\$ 8,646.00
Concrete Bridge Deck Savings 34 cy - 27 cy = 7cy	7cy x \$90/ cy	\$ 630.00
Rebar in Bridge Deck Savings 5925 lbs - 4717 lbs = 1208 lbs	1208 lbs x \$0.65/lb	\$ 785.20
	TOTAL Savings	\$ 118,136.20
Revised Bridge Price	$\$395,000.00 - \$118,136.20 = \$276,863.80$	



REVISED QUOTATION

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Project: Turtle Creek Pedestrian Bridge
City of Jonesboro
Jonesboro, AR

Letting

Date: July 22, 2008
Time: 2:00 PM
Place: Jonesboro, AR

Prefabricated Steel Recreation Bridge

Weathering tubular steel Modified Bow truss, H-Shape, with single Pratt web diagonals.
Professional Engineer registered in the State of Arkansas to perform the structural design.
85 psf uniform live load, 8,000 lb vehicle load.
Design requires a 6" reinforced concrete deck including stay-in-place forms.
Walkway to have a 1% longitudinal arch that matches the top chord.
Cap Rail: 1 1/2" square steel tube.
54" Safety rail: Vertical pickets spaced to contain a 4" sphere.
Toe Rail: 4" steel channel.
Anchor bolts: A drill and epoxy system that includes bolts, nuts, washers, and sufficient epoxy for normal bearing installation.
Each span will be shipped in 2 sections and will require three field bolted splices.
Prices reflect material costs only and do not include the cost of unloading, installation, or substructure design and material.

160' single span x 10' clear walkway Lump... \$ 150,975.00
Estimated deck quantities: 4,717 lbs of reinforcement and 27 cu. yds. of concrete.
Concrete and rebar quantities are for estimating purposes only and are not included in the price.
Total span weight 70,500 lbs.

Please see page 2

ACCEPTANCE

Subject to contract award we hereby order the items included in this quotation.

By: _____
Date: _____

Wheeler Lumber, LLC
T15140B
8/5/08

By: Jeff Brezinka Ext (261)

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CONDITIONS

F.O.B. trucks delivered to jobsite. Freight rates are subject to adjustment if materials are delivered later than 180 days from receipt of order. Delivery is made to a location nearest the site, which is easily accessible to normal over-the-road tractor/trailer equipment. Oversized loads warrant additional consideration and providing suitable access shall be the responsibility of others. All trucks delivering materials will need to be unloaded at the time of arrival. Detailed, written instruction in the proper lifting procedures and splicing procedures (if required) will be provided. The method and sequence of erection shall be the responsibility of others.

Delivery of materials offered within 12-14 weeks after approval of plans/shop drawings.

Subject to credit approval, terms are 25% payment upon approval of shop drawings, net 30 days on balance, 1 ½% per month service charge on past due invoices. Above items are subject to sales tax. Since the seller does not have nexus in the State of Arkansas, the seller cannot collect and remit sales tax. It is the buyer's obligation to pay and report any use tax due.

Quoted prices based upon all of the quantities listed in this quotation. If Buyer elects to purchase only a portion of the items quoted, Wheeler shall have the right to adjust its price to reflect the impact of all resulting costs.

This quotation expires in 30 days and prices herein are predicated on material shipping within the standard lead times quoted herein, after receipt of a signed order and/or approval of plan/shop drawings. Any extension of these prices beyond the quotation expiration limit or beyond the standard lead time deliveries quoted herein will only be honored in the event of specific written confirmation by an authorized representative of Wheeler.

Prices quoted apply only to projects specified. This quotation supersedes all previous communications. Acceptance of your purchase order is expressly made conditional on your acceptance of the terms and conditions, including "Warranties" and "Buyer's Remedies", attached by your acceptance of the products herein described or otherwise. Unless timely notice to the contrary is received, the products herein described will be manufactured and delivered in accordance herewith in reliance upon your acceptance of such terms.

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CONDITIONS OF SALE

1. **ACCEPTANCE.** Any quotation, if any, by Seller is merely an invitation for an offer from potential customer(s). All resulting customer offers (orders) are thus subject to acceptance at Seller's offices at the address shown on the face hereof, before any contract is formed. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ALL CUSTOMER OFFERS (ORDERS) RESULTING HEREFROM MUST INCLUDE ALL TERMS AND CONDITIONS PRINTED HEREON.
2. **DRAWINGS AND SPECIFICATIONS - UNSAFE DESIGN - INDEMNITY.** Material shall be fabricated in accordance with design drawings, specifications and detail drawings furnished or approved by Buyer unless otherwise stated on the face of this quotation. If the design drawings and specifications described herein are preliminary or incomplete, Buyer shall promptly furnish drawings and specifications which are complete, final, and bear necessary approval unless expressly agreed to by Seller. Seller assumes no responsibility for the accuracy, completeness, fitness or suitability of designs, drawings or specifications furnished or approved by Buyer, and Buyer agrees to indemnify, defend, and hold Seller harmless against any liability arising or alleged to arise from Seller's compliance therewith, including but not limited to liability for patent infringement.
3. **LIMITED WARRANTIES.** THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS, OR WARRANTIES NOT FULLY EXPRESSED HEREIN. Seller warrants title to and freedom from encumbrance of the products sold hereunder, and Seller warrants that products bought on the basis of the description thereof, as appears or as referred to on the face hereof, are of merchantable quality. **Seller makes no other warranty whatever, express or implied. all implied warranties of merchantability and all implied warranties of fitness for any particular purpose which exceed or differ from the warranties herein expressed are disclaimed by Seller and excluded from agreement.**
4. **LIMITATION OF BUYER'S REMEDIES.** Seller's liability hereunder shall be limited to the obligation to repair or replace products proven to have failed to meet the specification or to have been defective in quality or workmanship at the time of delivery, or allow credit therefore, at its option. Seller's total cumulative liability in any way arising from or pertaining to any products sold or required to be sold under this contract shall not in any case exceed the purchase price paid by the Buyer for such product. **IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE.** It is expressly agreed that Buyer's remedies expressed in this paragraph are Buyer's exclusive remedies.
5. **LIMITATION OF LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CLAIMS FOR LABOR OR FOR ANY CONSEQUENTIAL OR ANY OTHER DAMAGES RESULTING FROM FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED.**
6. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to delay in delivery or performance, which is 1) due to any act of God, the prior performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood, or other casualty, governmental regulation or requirement, shortage or failure of raw material supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature than those above enumerated, or 2) due to any strike, labor dispute, or difference with workmen, regardless of whether or not Seller is capable of settling any such labor problem.
7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation. If Buyer is unable or unwilling to take delivery of the products within 30 days of the later of (1) the originally scheduled delivery date, or (2) the date Seller makes the products available for shipment, then Seller may at its option transfer title and require payment according to the provisions of paragraph 8 below. **Buyer assumes all benefits and risks of ownership (including risk of fire, theft, or other loss) once title is transferred, whether or not the products have been delivered.**
8. **PAYMENTS.** It is expressly understood and agreed that payment for materials shall be in accordance with payment terms indicated herein, and amounts 30 days or more past due shall be subject to a service charge of 1.5% per month or 18% per annum. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer further shipments or, without waiving any other rights it may have, terminate this contract. Buyer agrees to pay all costs of collection including a reasonable attorney's fee in the event it becomes necessary to enforce collection for the amounts reflected on this order. All deliveries shall be subject to the approval of Seller's department. Seller reserves the right before making any delivery to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract.

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CONDITIONS OF SALE - CONTINUED

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.
10. **CLAIMS BY BUYER.** Claims by buyer must be made within 30 days of receipt of shipment, which Buyer and Seller agree is a reasonable time, or Buyer's claim shall be barred. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Buyer shall have entered full details thereof on its receipt to the carrier.
11. **MECHANICAL PROPERTIES: CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analyses are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures: any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.
12. **PATENTS.** Seller shall indemnify Buyer against attorney's fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the materials delivered hereunder in itself constitutes an infringement on any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with materials, designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.
13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.
14. **TECHNICAL ADVICE.** Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder, unless expressly agreed to by Seller.
15. **TAXES.** No tax imposed in respect to the sale of the products sold hereunder is included in any quotation by Seller. Any such tax shall be added to and paid by Buyer as part of the purchase price.
16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract whole or in part upon notice in writing to Seller. Seller shall thereupon, as directed, cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost F.O.B. Seller's plant of materials and supplies acquired especially for the purpose of completing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder. The provisions of this contract shall be without prejudice to the rights of either party for failure on the part of the other party to comply with the provisions of this contract.
17. **SELLER'S RIGHT OF TERMINATION.** If this contract is made in compliance with any governmental rule or regulation, plan, order or other directive, upon the termination thereof Seller shall have the option of canceling this contract in whole or in part.
18. **SELLER'S AUTHORIZED REPRESENTATIVE.** It is expressly understood and agreed that no officer or agent or salesperson has any authority to obligate the Seller by any terms, stipulations or conditions not herein expressed; that all previous representations and agreements, either verbal or written referring to the goods which are the subject of this contract are hereby superseded and canceled and that there are no promises, agreements or understandings outside of this contract. Parol evidence will not be admissible to alter, vary or contradict the terms of this contract.
19. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other future rights or occurrences.
20. **PRICES.** Prices shall be Seller's prices in effect at time of shipment.
21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any manner whatsoever unless accepted by Seller in writing.

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**ESTIMATED QUANTITIES AND COSTS
CITY OF JONESBORO
TURTLE CREEK GREENWAY, SALLY LANE to RACE STREET
MARCH 2007
CONSTRUCTION PHASE PROPOSAL #2**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT COST	Subtotal
1	Bridge to School	1 LS	\$250,000.00	\$250,000.00
	Phase I Sub Total			\$250,000.00
2	Initial Site Preparation / Stakeout	5 acres	\$2,000.00	\$10,000.00
3	Earth Work	2,800 CY	\$10.00	\$28,000.00
4	Stormwater BMPs	5 acres	\$2,000.00	\$10,000.00
5	Final Soil Stabilization	5 acres	\$2,000.00	\$10,000.00
6	Base Material Installation (6-inches)	2,100 tons	\$20.00	\$42,000.00
7	Highland Drive Crossing	1 LS	\$100,000.00	\$100,000.00
	Phase II Sub Total			\$200,000.00
8	Asphalt Surface Coarse (2.5-inches)	770 tons	\$70.00	\$53,900.00
9	Rest Areas/Benches/Signage	1 LS	\$20,000.00	\$20,000.00
10	Miscellaneous - Concrete/Riprap/Hard Armor	1 LS	\$15,000.00	\$15,000.00
	Phase III Sub Total			\$88,900.00
TOTAL ESTIMATED CONSTRUCTION COST				\$538,900.00
CONSTRUCTION CONTINGENCY (10%)				\$53,890.00
DESIGN ENGINEERING (8%)				\$43,112.00
CONSTRUCTION INSPECTION (4%)				\$21,556.00
TOTAL ESTIMATED PROJECT COST				\$657,458.00

Approximate Length of Trail
Average Cost per foot of Trail

4,200 lf
\$44.98 /lf

less bridges, contingency, and Engineering

ARKANSAS STATE HIGHWAY COMMISSION



MARY P. "PRISSY" HICKERSON
CHAIRMAN
TEXARKANA

JONATHAN BARNETT
VICE CHAIRMAN
SILOAM SPRINGS

CARL S. ROSENBAUM
LITTLE ROCK

R. MADISON MURPHY
EL DORADO

JOHN ED REGENOLD
ARMOREL

DAN FLOWERS
DIRECTOR OF
HIGHWAYS AND TRANSPORTATION

P.O. Box 2261
LITTLE ROCK, ARKANSAS 72203-2261
PHONE (501) 569-2000 FAX (501) 569-2400
WWW.ARKANSASHIGHWAYS.COM
August 22, 2007

Mr. Jason Wilkie
City of Jonesboro
1212 S. Church St.
Jonesboro, AR 72401

Dear Mr. Wilkie:

Reference is made to your application for funding through the Arkansas Safe Routes To School (SRTS) Program for the Jonesboro SRTS Infrastructure project.

Congratulations, this project has been selected to receive up to \$287,500 in Federal funding. This amount includes engineering expenses necessary to accomplish this project.

A project administration workshop will be held at 9:30 a.m. October 2, 2007 at the Arkansas State Highway and Transportation Department's headquarters building. We are located at Exit 130 on Interstate 30 in southwest Little Rock. Someone who will be working closely with this project must attend this workshop. If you should have any questions regarding your project prior to the workshop, please contact Steve Weston at (501) 569-2020.

We look forward to working with you to help provide a safer bicycling and walking environment for Arkansas' school children.

Sincerely,

A handwritten signature in cursive script that reads "Dan Flowers".

Dan Flowers
Director of Highways
and Transportation

c: Highway Commission
Deputy Director & Chief Engineer
Assistant Chief Engineer – Planning
Planning and Research