Finance Committee
Meeting Agenda
September 12, 2023
4:30 PM
City Council Chambers

City Council Members:

Gayatri Agnew	**Ward 1, Position 2**
Cindy Acree	**Ward 2, Position 1**
Bill Burckart	**Ward 3, Position 2**

*If the public would like to attend virtually, please log in at the following link:
https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09

Call to Order/Roll Call

I. Items For Discussion

1. **Department CIP Review** — **Informational**

2. **Impact Fee Discussion** — **Informational**

II. City Council Items To Be Considered

1. **Section II Item 6 on City Council Agenda - Personnel Policy Amendment - Military Leave for Police & Fire Personnel** — **Ordinance***

   Ordinance amending the Personnel Policy implementing Act 529 Legislation effective July 2023. Providing for the Emergency Clause. No Budget Adjustment is needed.

2. **Section II Item 7 on City Council Agenda - Budget Adjustment to Allocate Water Department Impact Fees to Debt Repayment** — **Resolution**

   Approve a Resolution for a Budget Adjustment to allocate $58,983.10 of Water Department Impact Fees to repayment of debt (Series A and B). A Budget Adjustment is needed to move the funds.

3. **Section II Item 8 on City Council Agenda - 2023 Tax Levy to be Collected in 2024** — **Resolution**

   Adopt a resolution certifying the rate of taxation levied on real and personal property in the City of Bentonville. No budget adjustment is needed.

4. **Section II Item 12 on City Council Agenda - Grant Agreement and Contract Amendment, with Flintco, for the A Street Promenade Project** **Resolution**

   Resolution authorizing Mayor and City Clerk to enter into an amended GMP agreement with Flintco, for construction of the A Street Promenade and adjusting the 2023 budget to accept a grant award from Walton Family Foundation to fund this project. A Budget Adjustment is needed to recognize grant funds.

5. **Section II Item 13 on City Council Agenda - Amend Agreement with Design Workshop Construction Observation for A Street Promenade** **Resolution**

   Resolution authorizing an amended agreement with Design Workshop, in the amount of $235,500.00, for construction observation for the A Street Promenade. No budget adjustment is needed.

6. **Section II Item 14 on City Council Agenda - Geotech Testing Services Agreement for A Street Promenade** **Resolution**

   Resolution authorizing Mayor and City Clerk to enter into an agreement with GTS, in the amount of $67,691.00, for Geotech testing services for the A Street Promenade. No budget adjustment is needed.

7. **Section II Item 15 on City Council Agenda - Contract Amendment with Nabholz for Construction of Phillips Park** **Resolution**

   Resolution authorizing an amended GMP agreement with Nabholz, in the amount of $17,095,100.00, for the construction of Phillips Park. A Budget Adjustment is needed.

8. **Section II Item 16 on City Council Agenda - Geotech Testing Services Agreement for Phillips Park** **Resolution**

   Resolution authorizing Mayor and City Clerk to enter into an agreement with GTS, in the amount of $45,300.00, for Geotech testing services for Phillips Park. A Budget Adjustment is needed.

9. **Section III Item 2 on City Council Agenda - Water Department Contracted Services** **Resolution**

   Resolution approving a budget adjustment in the amount of $192,086.20 which includes $105,880.00 for directional boring services through the annual IFB 22-68 boring contract and $86,206.20 for contracted water system repairs through the annual IFB-23-38 IDIQ Water and Sewer Maintenance contract. Utility Board Approve 5-0. No Budget Adjustment is needed.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/12/2023	**Submitted By:**	Machele Bowen
Phone:	479-271-3117	**For Department(s):**	Human Resources
Email:	mbowen@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Personnel Policy Amendment - Military Leave for Police & Fire Personnel
Action Recommendation & Justification:	Ordinance amending the Personnel Policy implementing Act 529 Legislation effective July 2023. Providing for the Emergency Clause. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	Act 529 increased the amount of military leave Arkansas employers are required to provide for Police and Fire personnel. This Ordinance brings the City's Personnel Policy into compliance.
Amount for Approval:	$

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AN AMENDMENT TO THE PERSONNEL POLICY FOR THE CITY OF BENTONVILLE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Act 529, effective July 2023, increased the amount of military leave Arkansas employers are required to provide for Police and Fire personnel; and

WHEREAS, this Ordinance brings the City's current Personnel Policy into compliance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The City of Bentonville Personnel Policy, Section 7, Sub-sections 7.4.1 and 7.4.1(a) "Other Leaves of Absence" should be and the same is hereby amended as shown in the attached Exhibit "A";

Section 2 - Emergency Clause: The need to make this change is immediate, so as not to affect the implementation of State Law, and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Exhibit "A"

Section 7. OTHER LEAVES OF ABSENCE

7.4.1 **Annual Military Training.** Employees who are members of a U.S. military Reserve or National Guard unit will be entitled to a maximum of fifteen (15) workdays per year with pay. **Police Officers and full-time shift Firefighters are entitled to one hundred sixty-eight (168) hours per calendar year.** Employees who request such military leave shall furnish a copy of their orders to their supervisor. These employees shall be entitled to their regular salary from the City in addition to any military pay. Additionally, all benefits, allowances, and accruals that the employee is entitled to will remain in effect for the duration of their military training.

7.4.1 (a) Unused leave for Police and Fire personnel will carry over for use in the succeeding calendar year, for a maximum of three hundred thirty-six (336) hours available in any one (1) calendar year.

****Blue denotes revisions****

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/12/2023	**Submitted By:**	Camille Thompson , Bonnie Bridges
Phone:	(479)271-5914	**For Department(s):**	Legal
Email:	cthompson@bentonvillear.com		

Item Type (Check all that apply)

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

☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Budget Adjustment to Allocate Water Department Impact Fees to Debt Repayment
Action Recommendation & Justification:	Approve a Resolution for a Budget Adjustment to allocate $58,983.10 of Water Department Impact Fees to repayment of debt (Series A and B). A Budget Adjustment is needed to move the funds.
Additional Comments for Consideration (Optional):	In previous years use of Water Department Impact Fees for debt repayment was approved through the budget process; however, this was not done during the 2023 budget process and now requires a budget adjustment to move the funds. This is a clean up item as it was intended to be included in the 2023 budget.
Amount for Approval:	$ 58,983.10

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503020-39192	Transfer In - Impact/Capacity	$	$ 58,983.10
253020-49150	Transfer Out Utility	$ 58,983.10	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☑ Other(s): Impact Fees

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. _____

A RESOLUTION ADJUSTING THE 2023 BUDGET TO APPROPRIATE FIFTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS AND TEN CENTS ($58,983.10) FROM ACCOUNT #253020-49150 – TRANSFER OUT-UTILITY INTO ACCOUNT #503020-39192 – TRANSFER IN-IMPACT/CAPACITY; AND FOR OTHER PURPOSES.

WHEREAS, historically, Water Department Impact Fees have been included in the budget for series A and B debt repayment;

WHEREAS, though the intent was to do the same with the above amount for the 2023 budget, it was not included; and

WHEREAS, this Resolution will correct that error.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: The 2023 Budget is amended to appropriate fifty-eight thousand nine hundred eighty-three dollars and ten cents ($58,983.10) from Account #253020-49150 – Transfer Out-Utility into Account #503020-39192 – Transfer In-Impact/Capacity;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

_____

STEPHANIE ORMAN, MAYOR

ATTEST:

_____

KIRBY ROMINES, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/12/2023	**Submitted By:**	Patrick Johndrow
Phone:	(479) 271-6781	**For Department(s):**	Finance
Email:	pjohndrow@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	2023 Tax Levy to be Collected in 2024
Action Recommendation & Justification:	Adopt a resolution certifying the rate of taxation levied on real and personal property in the City of Bentonville. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This resolution is required by the Quorum Court and County Clerk in order to facilitate the millage levy to be collected in 2024.
Amount for Approval:	$

Budget Impact

Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☑ **OTHER:** included in Budget forecast

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

RECEIVED AUG 21 2023

BENTON COUNTY

STATE OF ARKANSAS

BETSY HARRELL

COUNTY CLERK & VOTER REGISTRAR
215 EAST CENTRAL, SUITE 217
BENTONVILLE, AR 72712-5373
479-271-1013
Fax: 479-271-1019

PROBATE COURT CLERK
COURTHOUSE, 102 N.E. "A" STREET
BENTONVILLE, AR 72712-5350
479-271-5727
FAX: 479-271-1712

August 17, 2023

MEMORANDUM NOTICE

TO: MAYOR STEPHANIE ORMAN – BENTONVILLE
RE: 2023 TAX LEVY – MILLAGE RATES FOR TAXES TO BE COLLECTED 2024

As you are aware, it is time once again for the Benton County Quorum Court to levy millage rates for the various taxing units in the county, including county, **municipal**, and school taxes for the 2024 collections on 2023 assessments.

As required by Arkansas Code Annotated §26-73-202, please submit your written certificate of the rate of taxation to be levied by your town/city on the real and personal property within your town/city so your levy is included in the Quorum Court Ordinance.

Please send a **certified** copy of the Resolution or Ordinance passed by the City Council which sets out in detail the millage rate for all funds for both real and personal property. The current millage levy for **BENTONVILLE** is as follows: **General 5.0 mills; Firemen's Pension 0.5 mills**.

I need this certificate by October 20, 2023 in order to prepare the Quorum Court ordinance to be enacted in November, as required by law.

Please note that Amendment 79 requires that the rates for real and personal property be levied at the same rate.

Sincerely,

[redacted]

Betsy Harrell [redacted]

ROGERS OFFICE
2111 W. WALNUT
(479) 636-3727
FAX (479) 636-4922

ROGERS ARCHIVES
2111 W. WALNUT
(479) 636-1037
FAX (479) 636-1053

SILOAM SPRINGS OFFICE
707 S. LINCOLN
479-271-1013
FAX (479) 524-8534

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A PROPERTY TAX LEVY FOR THE CITY OF BENTONVILLE, ARKANSAS FOR THE YEAR 2023 TO BE COLLECTED IN THE YEAR 2024.

WHERAS, Arkansas Code Annotated §26-25-102 provides that a city may levy a tax on the real and personal property located within the city for general purposes, in any one year, pursuant to the provisions of the Arkansas Constitution; and

WHEREAS, Arkansas Code Annotated §26-73-202 requires the city council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Bentonville and its citizens to levy the rate of taxation on the real and personal property located within the said city as set forth herein, and to certify the same to the County Clerk, and authorize the Quorum Court of the County to levy said tax for the year 2023, to be collected in 2024.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS, THAT:

Section 1. That the property tax rate for the City General purposes on the real and personal property situated within the City and to be collected in the year 2024 shall be fixed and levied at the rate of 5.0 mills on each dollar of assessed value of real and personal property.

Section 2. The property tax for Fireman's Pension purposes for the City on real and personal property situated within the City to be collected in the year 2024 shall be fixed and levied at the rate of .5 mills on each dollar of assessed value of real and personal property.

Section 3. The rate of taxation levied herein on the real and personal property within the city/town shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 4. The Quorum Court of Benton County, Arkansas is authorized to levy the said tax as set forth herein for real and personal property located within the City of Bentonville for the year 2023, at its regular meeting in November according to law.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/12/2023	**Submitted By:**	David Wright, Parks & Recreation Director
Phone:	479.271.6813	**For Department(s):**	Parks and Recreation
Email:	dwright@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Grant Agreement and Contract Amendment, with Flintco, for the A Street Promenade Project
Action Recommendation & Justification:	Resolution authorizing Mayor and City Clerk to enter into an amended GMP agreement with Flintco, for construction of the A Street Promenade and adjusting the 2023 budget to accept a grant award from Walton Family Foundation to fund this project. A Budget Adjustment is needed to recognize grant funds.
Additional Comments for Consideration (Optional):	The Walton Family Foundation is awarding a grant in the amount of $15,996,320.00. The amended GMP agreement with Flintco, for construction, totals $15,586,320.00.
Amount for Approval:	$ 15,996,320.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-33810	Local Grants	$	$ 15,996,320
105030-47390	Improv Other than Bldg/Other	$ 15,996,320	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☑ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

Grant Funds pay 100% of provided GMP, Architectural Construction Administration, and Geotech and Testing.

Memo

To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: September 7, 2023

Re: City Council approval of grant award for A Street Promenade.

Since the Quilt of Parks Master Plan was approved in 2020, Parks and Recreation Staff has worked with design groups, multiple city departments, local businesses, building owners local stakeholders to design and create a project that creates a public space unlike anything in Northwest Arkansas. Flintco has been at the table since the City hired them as the construction manager for this project.

When we started this project, the A Street Promenade was an answer to our problem regarding the Square not being large enough to accommodate the growth of our public events. We though (and continue to believe) we can make the events more linear in this space, including the activation of the 4 parks that will directly touch this promenade. As we continue to design, we focused on how to benefit local businesses along the Promenade. Area such as outdoor dining areas, common seating areas, public and interactive art, public gardens and lighting became intentional integrated elements of design.

Running from SE 2nd Street to NE 3rd Street, The A Street Promenade will eventually connect amenities such as Dave Peel Park and Lawrence Plaza. It also connects businesses and retailers such as Tusk and Trotter to hotels like 21c, or other attractions such as the Walton 5-10, Compton Gardens, Crystal Bridges and the Downtown Bentonville Square. More importantly, it connects people.

The Walton Family Foundation funded the original Design Excellence Grant to create the QOP Master Plan, the actual design of the A Street Promenade, as well as the design for Dave Peel Park and the Commons. Design Workshop has been our design firm from the very beginning and Flintco is our Construction Manager. Flintco worked to identify savings and alternates to allow us to bring this project forward. Now that we have a number and a path forward, we should amend our existing construction management agreement to allow for construction. After completing the design and bidding the project publicly, the project costs are below:

A Street Promenade Construction	$15,586,320
Construction Observation	$ 235,500
Geotech Testing	$ 67,691

Total	**$15,889,511**

While there are dozens of trades on this project, Flintco will serve as the manager/general contractor for the project. Flintco will meet with City Staff and design team on a regular basis (slated for twice a month), to discuss progress and hear any concerns the City is hearing from neighbors and local merchants.

After meeting with representatives from the Walton Family Foundation, they have offered the City of Bentonville a grant in the amount of $15,996,320, to pay for the construction of the A Street Promenade in Downtown Bentonville. This grant award is followed by a number of awards that concern construction, but all costs to date are accounted for via grant funding.

If approved, the project is schedule to begin this fall and will occur in four (4) stages. Each stage will be significantly completed before beginning the next phase. This is to minimize the impact of construction on local merchants. Our efforts to minimize the impact does not stop here. We will continue to make as many concessions as possible to minimize the impact. Additionally, Parks and Recreation will host regular construction updates with local merchants so everyone remains informed, and the City can hear of any issues our merchants may be occurring. If all goes as planned, this project should be completed in 2025.

A presentation was provided on Monday, August 7 that will include final design images for this project. If you have any questions regarding this item, please email me at dwright@bentonvillear.com.

WALTON FAMILY
FOUNDATION

September XX, 2023

Stephanie Orman
Mayor
City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Grant 00109562

Dear Stephanie,

The Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of $15,996,320.00 to City of Bentonville ("Grantee"). The project term will be July 10, 2023 to July 31, 2025. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the construction of the new A Street Promenade as part of the City of Bentonville's Quilt of Parks Plan. This grant is more fully described in Grantee's proposal dated July 21, 2023. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: $15,996,320.00 USD**

   Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	$3,089,165,.00	Upon the Foundation's receipt of this signed agreement	September 2023
2	$2,824,350.00	Upon the Foundation's receipt and approval of the Progress Report due January 15, 2024	January 2024
3	$2,199,250.00	Upon the Foundation's receipt and approval of the Progress Report due April 15, 2024	April 2024
4	$1,840,730.00	Upon the Foundation's receipt and approval of the Progress Report due July 15, 2024	July 2024

5	$3,062,115.00	Upon the Foundation's receipt and approval of the Progress Report due October 15, 2024	October 2024
6	$2,980,710.00	Upon the Foundation's receipt and approval of the Progress Report due January 15, 2025	January 2025

3. **Payable:** Initial installment of $3,089,165.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

   Further installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in the Reporting and Evaluation paragraph below and other information the Foundation may gather.

4. **Accounting:**
   a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.
   b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds (including use of contingency funds) and a brief narrative of what was accomplished (including a description of construction updates and progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Due Date
Miscellaneous: General Contractor Pay Application Template	October 15, 2023
Progress Report	January 15, 2024
Progress Report	April 15, 2024
Progress Report	July 15, 2024
Progress Report	October 15, 2024
Progress Report	January 15, 2025
Progress Report	July 15, 2025
Final Report	January 15, 2026

In addition to the Progress Reports listed above, Grantee will provide the Foundation with the monthly General Contractor pay applications in a mutually agreed upon format for Foundation review.

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document. Please reference Grant 00109562 on all communication.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
    a. Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
    b. In no event will Grantee use any grant funds:
        i. to carry on propaganda, or otherwise to attempt, to influence legislation;
        ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
        iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
    c. Grantee will comply with all applicable laws and regulations.
    d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
        i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
        ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
    a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
    b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;

c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
d. Grantee does not use funds for the purpose of this grant;
e. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
f. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
h. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

   The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, your points of contact will be Rubicely Monter and Becca Hazlewood. Rubicely can be contacted via phone (479) 802-7319 or email rmonter@runwaynwa.com. Becca can be contacted via phone (479) 464-1574 or email becca@wffmail.com. Please reference Grant 00109562 in your communication.

[Remainder of page intentionally left blank. Signature page follows.]

By electronically signing this grant agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by September **30, 2023**, the Foundation will consider the Grantee to have declined the grant.

Sincerely,

Stephanie Cornell
Executive Director

ACKNOWLEDGED AND AGREED

By:

Stephanie Orman, Mayor
City of Bentonville

cc: David Wright

Appendix A: City of Bentonville

Performance Measures

Goal: Moving the A Street Promenade Project into the construction phase and completing construction by Fall 2025.			
Outputs And Outcomes			
Category	**Who will do what and how much?**	**By when?**	**Measured or evaluated by?**
Output	The City will actively enter into agreement with a construction manager for the construction of the A Street Promenade Project.	09/29/2023	Copy of executed agreement
Output	City Staff will work with other organizations and local businesses to inform general public of construction progress in efforts to ease efforts by our residents and visitors while in Downtown.	12/31/2023	Printed marketing materials and videos
Output	By Fall 2025, the City of Bentonville will complete the A Street Promenade Project.	12/31/2025	Final Site Inspection
Outcome	Bentonville Parks and Recreation, and it's partners such as DBI and Visit Bentonville, will create a template of new events and festivals that will utilize the Promenade and base in future years.	12/31/2025	Event Schedule
Outcome	Because of the A Street Promenade, and the adequate space it will provide during these events, public attendance at community events will increase	12/31/2026	Pre / Post Evaluation Numbers

July 26, 2023

David Wright
Parks and Recreation Director
City of Bentonville
215 SW A St.
Bentonville, AR 72712

A Street Promenade GMP Proposal

Mr. Wright,

We appreciate the opportunity to work with the City of Bentonville on this project, and we look forward to getting underway. Flintco, LLC is pleased to present the attached proposal for the A Street Promenade project for a Guaranteed Maximum Price of $15,586,320.

Please let us know if you have any questions or comments on the attached proposal or provide written approval on the GMP amendment documents for each project.

Sincerely,

[redacted]

Scot Hundley
Project Manager

Phone: (479) 750-4656 184 E. Fantinel Blvd, Springdale, AR 72762 Fax: (479) 750-4690
www.flintco.com

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 26th day of July in the year 2023 , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 28th day of June in the year 2021 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

City of Bentonville – Parks and Recreation Quilt of Parks
SE A Street Promenade
Bentonville, AR

THE OWNER:
(Name, legal status, and address)
City of Bentonville
305 SW A St.
Bentonville, AR 72712

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)
Flintco, LLC
184 East Fantinel Blvd
Springdale, AR 72762

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

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

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

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

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

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Fifteen Million Five Hundred Eighty-Six Thousand Three Hundred and Twenty Dollars ($ 15,586,320.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:41:13 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

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

Reference Exhibit C – Itemized GMP dated July 26, 2023

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

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

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Scarify and recompact on site soil	CY	$10.50
Mass Rock excavation and removal	CY	$250.00
Install B-Stone sub-base	Ton	$50.00
Additional Undercut	CY	$52.00
Import Select Fill	CY	$55.00
Earthwork Labor Rate – Foreman	Man Hour	$150.00
Earthwork Labor Rate – Equipment Operator	Man Hour	$85.00

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

September 5, 2023 (Pending City of Bentonville Preconstruction Meeting and Approval to Proceed)

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

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

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:41:13 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: 514 calendar days following City Pre-Construction Meeting and City approval of Commencement to Start

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

Portion of Work	Substantial Completion Date

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

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

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

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Reference Exhibit E – A Street Promenade Specifications Log

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Reference Exhibit F – A Street Promenade Drawing Log

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:41:13 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

Other identifying information:

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

Item	Price

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

Reference attached Exhibit D – Clarifications and Assumptions

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

Accepted VE included in GMP:
Removal of water features and all associated work
Item 4.3 W3 – Stone Seat Alternate
Item 4.4 W4 – Stone Back Alternate
Item 10.1 – Fireplace Stone 2 pieces
Item 10.3 – Bolder Maximum Size 5 tons, with exception of 3 large 10 ton maximum bolders
Topsoil Depth for plant beds changed to 24" depth
Irrigation System redesigned with reduced zones

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

[redacted]

OWNER *(Signature)*

Stephanie Orman Mayor of Bentonville
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Brent Farmer Area Manager, Vice President
(Printed name and title)

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:41:13 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

Additions and Deletions Report for
AIA® Document A133® – 2019 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:41:13 ET on 07/28/2023.

PAGE 1

This Amendment dated the 26th day of July in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 28th day of June in the year 2021 (the "Agreement")

...

City of Bentonville – Parks and Recreation Quilt of Parks
SE A Street Promenade
Bentonville, AR

...

City of Bentonville
305 SW A St.
Bentonville, AR 72712

...

Flintco, LLC
184 East Fantinel Blvd
Springdale, AR 72762

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Fifteen Million Five Hundred Eighty-Six Thousand Three Hundred and Twenty Dollars ($ 15,586,320.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Reference Exhibit C – Itemized GMP dated July 26, 2023

...

N/A

...

N/A

...

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 16:41:13 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

Scarify and recompact on site soil	CY	$10.50
Mass Rock excavation and removal	CY	$250.00
Install B-Stone sub-base	Ton	$50.00
Additional Undercut	CY	$52.00
Import Select Fill	CY	$55.00
Earthwork Labor Rate – Foreman	Man Hour	$150.00
Earthwork Labor Rate – Equipment Operator	Man Hour	$85.00

...

[X] Established as follows:

...

September 5, 2023 (Pending City of Bentonville Preconstruction Meeting and Approval to Proceed)

PAGE 3

[X] By the following date: 514 calendar days following City Pre-Construction Meeting and City approval of Commencement to Start

...

Reference Exhibit E – A Street Promenade Specifications Log

...

Reference Exhibit F – A Street Promenade Drawing Log

...

N/A

PAGE 4

Reference attached Exhibit D – Clarifications and Assumptions

...

Accepted VE included in GMP:
Removal of water features and all associated work
Item 4.3 W3 – Stone Seat Alternate
Item 4.4 W4 – Stone Back Alternate
Item 10.1 – Fireplace Stone 2 pieces
Item 10.3 – Bolder Maximum Size 5 tons, with exception of 3 large 10 ton maximum bolders
Topsoil Depth for plant beds changed to 24" depth
Irrigation System redesigned with reduced zones

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

[redacted]

OWNER *(Signature)*

Stephanie Orman Mayor of Bentonville
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Brent Farmer Area Manager, Vice President
(Printed name and title)

~~**OWNER** *(Signature)*~~

~~**CONSTRUCTION MANAGER** *(Signature)*~~

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:41:13 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1716090963)

~~*(Printed name and title)*~~ ~~*(Printed name and title)*~~

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

~~**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:~~

~~*(List name, discipline, address, and other information.)*~~

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

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 16:41:13 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1716090963)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brent Farmer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:41:13 ET on 07/28/2023 under Order No. 2114355466 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

[redacted]

(Signed)

AREA MANAGER, VICE PRESIDENT

(Title)

7/31/2023

(Dated)

AIA Document D401 – 2003. Copyright © 1992 and 2003. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:41:13 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Twenty Eighth (28th) day of June in the year 2021
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

City of Bentonville – Parks and Recreation Quilt of Parks
206 E Central Ave

Bentonville, AR 72712

THE OWNER:
(Name, legal status, and address)

City of Bentonville, Arkansas

117 W Central Ave
Bentonville, AR 72712
THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Flintco LLC
184 E Fantinel Blvd

Springdale, AR 72762

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and.

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced by AIA software at 16:36:34 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ B.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance
§ B.2.3.1 The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, and Subcontractors of all tiers in the Project as insureds. This insurance shall include the interests of mortgagees, if any..

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any,
shall be listed in the insurance policy required under Section A.2.3.1. herein and shall be subject to Owner's approval.

(Table Deleted)

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if
any shall be listed in the insurance policy required under Section A.2.3.1. herein and shall be subject to Owner's approval.

(Table Deleted)

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:36:34 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:36:34 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter, if requested by the Owner, upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. If requested by the Owner, the Construction Manager shall be solely responsible for any deductible or self- insured retentions applicable to any liability insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million ($ 2,000,000) each occurrence, four million ($ 4,000,000) general aggregate, and four million ($ 4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:36:34 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured (except Named Insured versus Named Insured), if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than one million ($ 1,000,00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than one million ($ 1,000,000) each accident, one million ($ 1,000,000) each employee, and one million ($ 1,000,000) policy limit.

§ B.3.2.7 [Reserved]

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million ($ 1,000,000) per claim and one million ($ 1,000,000) in the aggregate.

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:36:34 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than one million ($ 1,000,000) per claim and one million ($ 1,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than two million ($ 2,000,00) per claim and two million ($ 2,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ B.3.3.2.1** Property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors on the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Contractor shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions.

(Paragraph Deleted)

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X] **§ B.3.3.2.4** Property Insurance required by Article B.3.3.2.1 shall include coverage for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:36:34 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

[ ] § **B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[X] § **B.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Subcontractor Default Insurance	The Contractor may provide Subcontractor Default Insurance ("SDI") for Subcontractors that qualify. If a Subcontractor cannot qualify for coverage under the Contractor's SDI insurance program because it is rejected by the SDI insurer or not approved by the Construction Manager, and the use of another qualified Subcontractor is not possible or preferred by Owner, the Contractor shall require such Subcontractor to provide a surety bond, unless excused in writing by Owner. The cost of such surety bond shall be included in the subcontract price as part of the Cost of Work. Contractor shall be paid for SDI in an amount calculated using the fixed rate as defined in the Contract Documents.

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Contractor shall require Subcontractors to purchase and maintain Commercial General Liability, including additional insured obligations as identified in Article A.3.1.3, Automobile Liability and Workers' Compensation/Employer's Liability insurance at limits determined by Contractor.

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:36:34 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

Additions and Deletions Report for
AIA® Document A133® – 2019 Exhibit B

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:36:34 ET on 07/28/2023.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Twenty Eighth (28th) day of June in the year 2021

City of Bentonville – Parks and Recreation Quilt of Parks
206 E Central Ave

Bentonville, AR 72712

...

City of Bentonville, Arkansas

...

117 W Central Ave

...

Bentonville, AR 72712

Flintco LLC
184 E Fantinel Blvd

Springdale, AR 72762

...

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for ~~Construction.~~Construction, as modified.

...

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 ~~and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.~~and.

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:36:34 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ B.2.3.1 ~~Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner~~ The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The ~~Owner's~~ Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, ~~Subcontractors, and Sub-subcontractors~~ and Subcontractors of all tiers in the Project as insureds. This insurance shall include the interests of ~~mortgagees as loss payees.~~mortgagees, if any..

...

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, ~~are as follows:~~

...

~~*(Indicate below the cause of loss and any applicable sub-limit.)*~~*shall be listed in the insurance policy required under Section A.2.3.1. herein and shall be subject to Owner's approval.*

...

~~Cause of Loss~~	~~Sub-Limit~~

...

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if ~~any, are as follows:~~

...

~~*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*~~*any shall be listed in the insurance policy required under Section A.2.3.1. herein and shall be subject to Owner's approval.*

...

~~Coverage~~	~~Sub-Limit~~

...

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall ~~continue the insurance required by Section B.2.3.1 or, if necessary,~~ replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:36:34 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance ~~acceptable to the Owner~~ evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and ~~thereafter~~ thereafter, if requested by the Owner, upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

...

§ B.3.1.2 Deductibles and Self-Insured Retentions. ~~The Construction Manager shall disclose to the Owner~~ If requested by the Owner, the Construction Manager shall be solely responsible for any deductible or self- insured retentions applicable to any liability insurance required to be provided by the Construction Manager.

...

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the ~~Owner, the Architect, and the Architect's consultants as additional insureds~~ Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 ~~07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32~~ 07 04.

...

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million ($ 2,000,000) each occurrence, four million ($ 4,000,000) general aggregate, and four million ($ 4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

.1 Claims by one insured against another ~~insured,~~ insured (except Named Insured versus Named Insured), if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

...

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than one million ($ 1,000,00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ B.3.2.6 Employers' Liability with policy limits not less than one million ($ 1,000,000) each accident, one million ($ 1,000,000) each employee, and one million ($ 1,000,000) policy limit.

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:36:34 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

...

§ B.3.2.7 ~~Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks~~[Reserved]

...

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than one million ($ 1,000,000) per claim and one million ($ 1,000,000) in the aggregate.

PAGE 6

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than one million ($ 1,000,000) per claim and one million ($ 1,000,000) in the aggregate.

...

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than two million ($ 2,000,00) per claim and two million ($ 2,000,000) in the aggregate.

...

§ ~~B.3.2.12~~ ~~Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~**B.**

...

[X] § **B.3.3.2.1** Property insurance ~~of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below.~~ written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors on the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The ~~Owner~~ Contractor shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General ~~Conditions unless otherwise set forth below:~~Conditions.

...

~~*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*~~

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:36:34 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

...

[X] § **B.3.3.2.4** Property Insurance required by Article B.3.3.2.1 shall include coverage for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

PAGE 7

[X] § **B.3.3.2.6 Other Insurance**

...

Subcontractor Default Insurance	The Contractor may provide Subcontractor Default Insurance ("SDI") for Subcontractors that qualify. If a Subcontractor cannot qualify for coverage under the Contractor's SDI insurance program because it is rejected by the SDI insurer or not approved by the Construction Manager, and the use of another qualified Subcontractor is not possible or preferred by Owner, the Contractor shall require such Subcontractor to provide a surety bond, unless excused in writing by Owner. The cost of such surety bond shall be included in the subcontract price as part of the Cost of Work. Contractor shall be paid for SDI in an amount calculated using the fixed rate as defined in the Contract Documents.

...

Contractor shall require Subcontractors to purchase and maintain Commercial General Liability, including additional insured obligations as identified in Article A.3.1.3, Automobile Liability and Workers' Compensation/Employer's Liability insurance at limits determined by Contractor.

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:36:34 ET on 07/28/2023 under Order No.2114355466 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

EXHIBIT C - GMP A STREET PROMENADE

7/26/2023

Group	Description	Total Amount
01000	GENERAL CONDITIONS	$ 1,227,055
01000	PROJECT REQUIREMENTS	$ 138,268
01000	BID PACKAGE #1B - GENERAL PACKAGE	$ 345,000
01000	BID PACKAGE #1C - FINAL CLEAN	$ 45,000
02000	BID PACKAGE #1D - SITE FURNISHINGS	$ 835,182
03000	BID PACKAGE #3A - EXTERIOR CONCRETE	$ 1,052,765
04000	BID PACKAGE #4A - MASONRY	$ 3,665,764
05000	BID PACKAGE #5A - MISC. STEEL	$ 50,490
05000	BID PACKAGE #6A - CARPENTRY	$ 165,000
05000	BID PACKAGE #10B - EXTERIOR SIGNAGE	$ 323,912
06000	BID PACKAGE #22A - PLUMBING	$ 82,664
07000	BID PACKAGE #26A - ELECTRICAL	$ 1,921,271
07000	BID PACKAGE #31A - EARTHWORK, DEMOLITION, & SITE UTILITIES	$ 2,801,762
07000	BID PACKAGE #32B - LANDSCAPING	$ 1,026,317
08000	BID PACKAGE #32C - ASPHALT PAVING	$ 36,457

SUBTOTAL:	$	13,716,907
BONDS, INSURANCE, FEES:	$	1,302,311
CM CONTINGENCY	$	283,551
OWNER CONTINGENCY	$	283,551
FINAL BID	$	15,586,320

City of Bentonville, A Street Promenade

EXHIBIT D

CLARIFICATIONS
AND
ASSUMPTIONS

Project Description

The City of Bentonville A Street Promenade project includes construction along the existing SE A-Steet, between NE 3rd Street, and SE 2nd Street in Bentonville, AR. Site improvements include new brick & stone paving, landscaping, irrigation, outdoor furnishings, wood decking, lighting, signage, and more. The water/fog features for this project have been removed from the scope of work. All aspects in the Fountain/Fog Feature drawings (F1.00 – F6.08) have been removed from this project. The scope of all improvements is defined by the 100% CD plans and specifications provided by Design Workshop, dated 5/26/2023. Project documents are itemized in Exhibit D (Specifications) and E (Drawings).

Scope of Work

This proposal includes furnishing labor, material, equipment, tools, supervision, and services required to perform each stated items of work, and includes all insurance, general expenses, overhead and profit for the construction of the project, as defined in accordance with the 100% CD plans and specifications provided by Design Workshop, dated 5/26/2023. Project documents are itemized in Exhibit D (Drawings) and E (Specifications).

This proposal is based on revisions to products and specifications made during the value engineering process that are not shown on the construction documents.

Design Criteria

Where possible, items and systems specified by these C&A's are defined and specific to material, finish and intended use. Where materials, finishes and/or quantities are not clearly defined, this proposal assumes the most practical and economical solution consistent with the design concepts and scope.

Prevailing Wage

Prevailing wage rates do not apply to this project and are not included. Certified Payroll is excluded.

Testing

Materials testing costs have been excluded from this proposal.

Construction Access

Construction access for this project will vary based on the current phase of the project. To create as small a disturbance to the public as possible, the job is going to be done in four phases. Construction access will be one or more of the following

roads: SE A Street, Blake Street, NE 2nd Street, E Central Ave, or SE 2nd Street. Some overlap in phase timing should be expected.

Owner Furnished Products

None

Division l – General Conditions

Schedule

The complete project schedule will be 18 months (broken up into four phases) from the date of mobilization (commencement of the Construction Phase) to Substantial Completion/Temporary Certificate of Occupancy.

Code Requirements

We exclude any liability with regard to hazardous material abatement and removal or asbestos abatement and removal. In addition, we have assumed that the Architect/Engineer has incorporated into the bid documents all code requirements, ADA requirements, and has taken all seismic design into consideration.

Developer's Costs & Fees

The costs for any fees, assessments, developer's costs, easements or city municipality bonds are excluded. Impact fees for the water and sewer are excluded from this proposal. Water service connection fees and water meter are excluded from this proposal.

Temporary Facilities

This proposal includes the usage costs for temporary utilities. Temporary utilities for general usage/temporary office trailer will be billed to the construction manager, who will be reimbursed for them as part of the general conditions under the scope of this contract.

This proposal includes rental of a field office location in the vicinity of the project.

Bonds & Insurance

Subcontractor Default insurance is included. Performance and payment bond is included. General Liability, Builder's Risk and Workman's Compensation Insurance have been included. Any deductibles or claims associated with an incident caused by someone other than Flintco or a subcontractor of Flintco shall be paid for by the Owner. Insurance rates are as follows and will be applied to the Final GMP Amount, BUILDERS RISK 0.185%, SDI 1.50% (based on the total enrolled subcontract value), GL/WC 0.785%, and the P & P Bond 0.83%.

This proposal includes insurances coverages as required per Exhibit E, Owners Insurance Requirements, any additional coverages are excluded.

Permits

All impact fees, utility company fees or State Health Department Approval fees are excluded. ADEQ Permit by Others. Trade specific permits are included.

Division 1 – General

Flintco assumes street closures will be approved for 2nd Street, Blake Street, and Central Ave for the amount of time required to complete the scope of work during regular business hours. No night work or weekends have been included. Flintco will provide reasonable means of temporary egress to businesses on SE A-Street when feasible. Temporary egress will not meet ADA requirements. In locations such as the site materials reference note #10, plan south, on sheet L3-06 (Moosejaw) and similar locations where existing ramps, steps, or stoops exist we have excluded any repair or remediation to existing building facades.

Temporary egress into business will not be operational at all times due to construction requirements.

Flintco assumes construction will not be interrupted by downtown events such as First Friday or Farmer's Markets, etc.

Division 2 – Demolition

This proposal includes all civil demolition work included in the demolition plans between pages C0.10 – C0.17. This proposal includes all electrical demolition work included in the demolition electrical plans between pages ED-201.A – ED-201.E. This proposal includes all landscape demolition work included in the plant protection and removal series plans between L1-00 – L1-07.

All demolition not included in the Contract Documents has been excluded.

Division 3 – Concrete

This proposal includes all new concrete work per the Contract Documents, including sidewalks, curb & gutter, ribbon curb, vehicular/pedestrian concrete paving, and footings. Flintco has included an allowance $4,160 for an art feature foundation.

Division 4 – Masonry

This proposal includes all masonry per the Contract Documents, including brick pavers and stone paving. This includes all brick/stone aspects of the stone steps, site walls/benches, gas fireplace stone housing, stone bollards, and boulders. This proposal includes all metal edging for brick and stone paving as required.

Flintco will adhere to the 2013 ICPI standards regarding roadway slope and flatness. The recommended minimum slope is 1.5% or a drop of 3/16" for every foot of pavement. The flatness tolerance is +/- 3/8" over 10'. Areas less than 1.5% slope could be subject to ponding during rain events.

In a VE effort, the following alternates have been included in our bid. These alternates deviate from the Contract Documents. Wall type 3 – Stone Block Seat alternate to change sizing to 5'L x 2'W x 2'H. Wall type 4 – Stone Block Seat with Back alternate to change the length to 5'. Gas Fire Pit alternate to provide stone in two pieces with a joint, rather than in one piece. Boulder at Landscape alternate to reduce the max boulder weight from 31,000 pounds to 10,000 pounds.

Flintco will install pavers and other hardscapes to the elevation shown on the Contract Documents. At locations indicated to match exiting grades, it is recommended that the slope cannot fall below 1.5% or exceed 12% from the nearest spot elevation provided in the contract documents.

Division 5 – Metals

Handrails included are aluminum handrails painted as indicated in specifications.

Division 6 – Wood, Plastics, and Composites

This proposal does not include plastics or composites, as none are included in the Contract Documents.

At the time of GMP, Flintco is still working toward securing a firm rough carpentry proposal and reserves the right to utilize CM contingency should any overages occur at the time of final contract award for this scope of work.

Division 7 – Waterproofing and Roofing

This proposal includes all waterproofing as required per the Contract Documents, including joints sealants at all new concrete control joints.

This proposal does not include any roofing, as none are included in the Contract Documents.

Division 8 – Openings

This proposal excludes openings, as none are included in the Contract Documents.

Division 9 – Finishes

This proposal excludes finishes, as none are included in the Contract Documents.

Division 10 – Specialties

This proposal includes exterior signage under the specialties scope of work. All exterior signs that are included in the Contract Documents are included in this proposal. Exterior signage includes park identity signs, pedestrian directional signs, vehicle directional signs, paver identity signs, interpretive panel signs, the directory kiosk, downtown square ID signs, brick identity signs, and regulatory signs.

Division 11 - Equipment

This proposal does not include any equipment, as the equipment included in the contract documents (water and fog features) have been removed from the project.

Excavation, rough-in, piping, connections, and any other provisions to the installation of the water and fog features have been removed. All aspects in the Fountain/Fog Feature drawings (F1.00 – F6.08) have been removed from this project. We have excluded any additional hardscapes or changes in the area where these elements existed, we have only accounted for not providing and installing them.

Division 12 – Furnishings

This proposal includes all site furnishings included in the Contract Documents. These includes the café tables with chairs, lounge chairs, chaise lounges, chess tables, bike racks, and trash/recycling/pet waste receptacles.

Furnishings will require a 50% deposit prior to ordering. This payment will need to be made prior to procurement.

Division 13 – Special Construction

This proposal excludes special construction, as none are included in the Contract Documents.

Division 14 – Conveying Systems

This proposal excludes all conveying systems, as none are included in the Contract Documents.

Division 21 – Fire Suppression

This proposal excludes all fire suppression, as none are included in the Contract Documents.

Division 22 – Plumbing

This proposal includes RP type backflow preventers, tie-ins to water meters, gas service lines to fire pits, and control boxes for the gas fire pits, as specifically indicated in the Contract Documents. At the time of GMP, Flintco is still working toward securing a firm plumbing proposal and reserves the right to utilize CM contingency should any overages occur at the time of final contract award for this scope of work.

Black Hills Energy's portion of the gas line relocation has been excluded from this proposal. The cost of the water meters has been excluded from this proposal.

Division 23 – HVAC

This proposal excludes all heating, ventilation, and air-conditioning, as none are included in the Contract Documents.

Division 26 – Electrical

This proposal does not include electrical service to any signage or bike racks not shown in the Electrical Plans.
Flintco is not responsible for existing damage or condition of existing light pole upgrades. All electrical provisions for the water features have been excluded. Demo,

relocation, or decommissioning of any existing electrical services not specifically indicated in the contract documents has been excluded.

Any and all costs associated with Bentonville Electrical Department's removal or relocation of electric boxes, transformers, panels, meters, etc. have been excluded from this proposal.

Division 27 – Communications

This proposal includes all new communications work included in the Contract Documents, between pages TN-101.A – TN-101.G. Communications package includes all conduit, wires, and pull boxes.

Cameras and Communication devices are not included, as none are included in the contract documents.

Fiber line relocation has been excluded from this proposal.

Division 28 – Electronic Safety and Security

This proposal excludes all electronic safety and security work, as none are included in the Contract Documents.

Division 31 – Earthwork

This proposal excludes relocation, protection, or demolition of any underground utilities not shown in the contract documents. Flintco has included 2' undercut from existing grade. Flintco has included additional undercut from proposed subgrade as shown on the details found on C5.00 & C5.01. Flintco has not included any additional undercut shown on the details found on L7.03, L7.05, or any other pages or as suggested in the Geotechnical report.

To further clarify, if proposed sub grade is less than 2' below existing grade, we will still cut to 2' depth from existing grade. If proposed subgrade is more than 2' below existing grade, we will cut to proposed subgrade only, no addition undercut below proposed subgrades has been included in this proposal.

Division 32 – Exterior Improvements

Deviation in the asphalt smoothness will be corrected via diamond grinding if the percentage of surface area needing corrected is equal to or less than 15% of the total asphalt paving area.

Flintco will install pavers and other hardscapes to the elevation shown on the Contract Documents. At locations indicated to match exiting grades, it is recommended that the slope cannot fall below 1.5% or exceed 12% from the nearest spot elevation provided in the contract documents. Any additional adjustments needed to meet existing conditions at business entrances, existing utilities, streets, alleys, etc. have been excluded. Areas less than 1.5% slope could be subject to ponding during rain events.

In a VE effort, the following alternates have been included in our bid. These alternates deviate from the Contract Documents. Topsoil alternate changed the 36" topsoil to 24" topsoil for plant beds. Irrigation alternate reduced the number of irrigation zones.

Division 33 - Utilities

All required utility work in the Contract Documents is to be performed by the respective utility companies. Coordination between subcontractors and utility companies are included and will be required, with the exception of Black Hills which shall be coordinated by others. Flintco will provide a timeline for all third party utilities.

Repair, relocation, or as-built location of any public or private utilities discovered during the course of construction have been excluded, unless specifically indicated in the contract documents.

General Clarifications and Assumptions:

This proposal assumes the budget values are not line item guarantees and all breakouts shown in this proposal are for accounting purposes only.

This proposal assumes that payments will be made on account of materials and equipment delivered and suitably stored at the site for subsequent use, and also for materials and equipment suitably stored off the site upon submission of insurance for the facility in which the items are being stored along photo documentation. For required deposits, invoices will be provided prior to payment.

This proposal is based on the assumption that the design as indicated by the drawings and specifications meets all laws, ordinances, codes, rules, and regulations in effect. This proposal does not include any costs or expenses that arise out of any deficiency or error in the design.

This proposal assumes that RFIs and submittals will be returned in a timely manner in order to meet the Project Schedule, at a maximum review time of five (5) working days for RFIs and ten (10) working days for submittals.

This proposal assumes that all CAD files will be provided to Flintco and Flintco's subcontractors at no additional cost.

Flintco LLC (40-000)

Printed on Tue Jul 25, 2023 at 04:32 pm CDT

Job #: 23078 City of Bentonville - A Street Promenade
SE A-Street
Bentonville, Arkansas 72712

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
000110	Table of Contents	1	05/26/23	05/26/23	Bid Set/100% CD Specs
000900	Engineering Inspections and Observations	1	05/26/23	05/26/23	Bid Set/100% CD Specs
001000	Standard Specification Reference	1	05/26/23	05/26/23	Bid Set/100% CD Specs
001003	Stormwater Pollution Prevention Plan	1	05/26/23	05/26/23	Bid Set/100% CD Specs
001004	Arkansas Historical Preservation Prevention Plan	1	05/26/23	05/26/23	Bid Set/100% CD Specs
003132	Geotechnical Data	1	05/26/23	05/26/23	Bid Set/100% CD Specs
007300	Supplemantary Conditions	1	05/26/23	05/26/23	Bid Set/100% CD Specs
01 - General Requirements					
012500	Substitution Procedures	1	05/26/23	05/26/23	Bid Set/100% CD Specs
013000	Administrative Requirements	1	05/26/23	05/26/23	Bid Set/100% CD Specs
013300	Submittal Procedures	1	05/26/23	05/26/23	Bid Set/100% CD Specs
015639	Temporary Tree and Plant Protection	1	05/26/23	05/26/23	Bid Set/100% CD Specs
015713	Temporary Erosion and Sediment Control	1	05/26/23	05/26/23	Bid Set/100% CD Specs
017700	Closeout Procedures	1	05/26/23	05/26/23	Bid Set/100% CD Specs
017823	Operation and Maintenance Data	1	05/26/23	05/26/23	Bid Set/100% CD Specs
017839	Project Record Documents	1	05/26/23	05/26/23	Bid Set/100% CD Specs
02 - Existing Conditions					
024119	Selective Demolition	1	05/26/23	05/26/23	Bid Set/100% CD Specs
03 - Concrete					
033000	Cast-in-Place Concrete	1	05/26/23	05/26/23	Bid Set/100% CD Specs
04 - Masonry					
044300	Stone Masonry	1	05/26/23	05/26/23	Bid Set/100% CD Specs
044313	Stone Masonry Veneer	1	05/26/23	05/26/23	Bid Set/100% CD Specs
05 - Metals					
055213	Pipe and Tube Railings	1	05/26/23	05/26/23	Bid Set/100% CD Specs
06 - Wood, Plastics, and Composites					
061533	Wood Patio Decking	1	05/26/23	05/26/23	Bid Set/100% CD Specs
10 - Specialties					
103000	Fireplaces and Stoves	1	05/26/23	05/26/23	Bid Set/100% CD Specs
12 - Furnishings					
12 400	Furnishings and Accessories	0	05/26/23	05/26/23	Bid Set/100% CD Specs
13 - Special Construction					

Number	Description	Revision	Issued Date	Received Date	Set
131213	Exterior Fountains	1	05/26/23	05/26/23	Bid Set/100% CD Specs
26 - Electrical					
260500	Common Work Results for Electrical	1	05/26/23	05/26/23	Bid Set/100% CD Specs
260519	Low-Voltage Electrical Power Conductors and Cables	1	05/26/23	05/26/23	Bid Set/100% CD Specs
260529	Hangers and Supports for Electrical Systems	1	05/26/23	05/26/23	Bid Set/100% CD Specs
260533	Raceway and Boxes for Electrical Systems	1	05/26/23	05/26/23	Bid Set/100% CD Specs
260553	Identification for Electrical Systems	1	05/26/23	05/26/23	Bid Set/100% CD Specs
262416	Panelboards	1	05/26/23	05/26/23	Bid Set/100% CD Specs
262726	Wiring Devices	1	05/26/23	05/26/23	Bid Set/100% CD Specs
265600	Exterior Lighting	1	05/26/23	05/26/23	Bid Set/100% CD Specs
27 - Communications					
270543	Underground Ducts and Raceways for Communications Systems	1	05/26/23	05/26/23	Bid Set/100% CD Specs
271300	Communications Backbone Cabling	1	05/26/23	05/26/23	Bid Set/100% CD Specs
31 - Earthwork					
311000	Site Clearing	1	05/26/23	05/26/23	Bid Set/100% CD Specs
312000	Earth Moving	1	05/26/23	05/26/23	Bid Set/100% CD Specs
312116	Methane Mitigation	1	05/26/23	05/26/23	Bid Set/100% CD Specs
312319	Dewatering	1	05/26/23	05/26/23	Bid Set/100% CD Specs
315000	Excavation Support and Protection	1	05/26/23	05/26/23	Bid Set/100% CD Specs
32 - Exterior Improvements					
320523	Cement and Concrete for Exterior Improvements	1	05/26/23	05/26/23	Bid Set/100% CD Specs
321123	Aggregate Base Courses	1	05/26/23	05/26/23	Bid Set/100% CD Specs
321216	Asphalt Paving	1	05/26/23	05/26/23	Bid Set/100% CD Specs
321313	Concrete Paving	1	05/26/23	05/26/23	Bid Set/100% CD Specs
321373	Concrete Paving Joint Sealants	1	05/26/23	05/26/23	Bid Set/100% CD Specs
321400	Unit Paving	1	05/26/23	05/26/23	Bid Set/100% CD Specs
321440	Stone Paving	1	05/26/23	05/26/23	Bid Set/100% CD Specs
321443	Porous Unit Paving	1	05/26/23	05/26/23	Bid Set/100% CD Specs
321613	Curbs and Gutters	1	05/26/23	05/26/23	Bid Set/100% CD Specs
321713	Parking Bumpers	1	05/26/23	05/26/23	Bid Set/100% CD Specs
321723	Pavement Markings	1	05/26/23	05/26/23	Bid Set/100% CD Specs
323300	Site Furnishings	1	05/26/23	05/26/23	Bid Set/100% CD Specs
328400	Planting Irrigation	1	05/26/23	05/26/23	Bid Set/100% CD Specs
329113	Soil Preparation	1	05/26/23	05/26/23	Bid Set/100% CD Specs
329200	Turf and Grasses	1	05/26/23	05/26/23	Bid Set/100% CD Specs
329300	Plants	1	05/26/23	05/26/23	Bid Set/100% CD Specs
329451	Soil Cells	0	05/26/23	05/26/23	Bid Set/100% CD Specs

Flintco LLC (40-000)

Printed on Tue Jul 25, 2023 at 04:32 pm CDT

Job #: 23078 City of Bentonville - A Street Promenade
SE A-Street
Bentonville, Arkansas 72712

Number	Description	Revision	Issued Date	Received Date	Set
33 - Utilities					
330500	Common Work Results for Utilities	1	05/26/23	05/26/23	Bid Set/100% CD Specs

Flintco LLC (40-000)

Printed on Fri Jul 28, 2023 at 11:32 am CDT

Job #: 23078 City of Bentonville - A Street Promenade
SE A-Street
Bentonville, Arkansas 72712

Current Set

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Civil					
C0.00	GENERAL NOTES AND LEGEND	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C0.10	OVERALL DEMOLITION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C0.11	DEMOLITION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C0.12	DEMOLITION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C0.13	DEMOLITION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C0.14	DEMOLITION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C0.15	DEMOLITION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C0.16	DEMOLITION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C0.17	DEMOLITION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C1.00	OVERALL CIVIL SITE PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C1.01	CIVIL SITE PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C1.02	CIVIL SITE PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C1.03	CIVIL SITE PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C1.04	CIVIL SITE PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C1.05	CIVIL SITE PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C1.06	CIVIL SITE PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C1.07	CIVIL SITE PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C2.00	OVERALL UTILITY PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C2.01	UTILITY PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C2.02	UTILITY PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C2.03	UTILITY PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C2.04	UTILITY PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C2.05	UTILITY PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C2.06	UTILITY PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C2.07	UTILITY PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C3.00	OVERALL GRADING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C3.01	GRADING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C3.02	GRADING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C3.03	GRADING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C3.04	GRADING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C3.05	GRADING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C3.06	GRADING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C3.07	GRADING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)

Flintco LLC (40-000)

Printed on Fri Jul 28, 2023 at 11:32 am CDT

Job #: 23078 City of Bentonville - A Street Promenade
SE A-Street
Bentonville, Arkansas 72712

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C5.00	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
C5.01	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
Cover Sheet					
Cover Sheet	Cover Sheet	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
Electrical					
E-000	ELECTRICAL LEGEND	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
E-001	ELECTRICAL GENERAL NOTES	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
E-201.A	ELECTRICAL PLAN - AREA A	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
E-201.B	ELECTRICAL PLAN - AREA B	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
E-201.C	ELECTRICAL PLAN - AREA C	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
E-201.D	ELECTRICAL PLAN - AREA D	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
E-201.E	ELECTRICAL PLAN - AREA E	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
E-201.F	ELECTRICAL PLAN - AREA F	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
E-201.G	ELECTRICAL PLAN - AREA G	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
E-401	ONE-LINE DIAGRAM AND SCHEDULES	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
E-402	PANELBOARD SCHEDULES	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
E-403	LIGHTING FIXTURE SCHEDULE	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
ED-201.A	DEMOLITION ELECTRICAL PLAN - AREA A	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
ED-201.E	DEMOLITION ELECTRICAL PLAN - AREA E	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
Irrigation					
IR1-01	IRRIGATION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
IR1-02	IRRIGATION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
IR1-03	IRRIGATION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
IR1-04	IRRIGATION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
IR1-05	IRRIGATION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
IR1-06	IRRIGATION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
IR1-07	IRRIGATION PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
IR1-08	IRRIGATION NOTES & DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
Landscape					
L0-01	L0-01 Site Hardscape Reference Plan	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L0-02	L0-02 Site Softscape Reference Plan	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L0-03	GENERAL INFORMATION SHEET	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L1-00	PLANT PROTECTION AND REMOVAL KEYPLAN AND GENERAL INFORMATION SHEET	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L1-01	PLANT PROTECTION AND REMOVAL PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L1-02	PLANT PROTECTION AND REMOVAL PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L1-03	PLANT PROTECTION AND REMOVAL PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L1-04	PLANT PROTECTION AND REMOVAL PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L1-05	PLANT PROTECTION AND REMOVAL PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)

Flintco LLC (40-000)

Printed on Fri Jul 28, 2023 at 11:32 am CDT

Job #: 23078 City of Bentonville - A Street Promenade
SE A-Street
Bentonville, Arkansas 72712

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
L1-06	PLANT PROTECTION AND REMOVAL PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L1-07	PLANT PROTECTION AND REMOVAL PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L3-00	SITE MATERIALS KEY PLAN AND GENERAL INFORMATION SHEET	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L3-01	SITE MATERIALS PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L3-02	SITE MATERIALS PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L3-03	SITE MATERIALS PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L3-04	SITE MATERIALS PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L3-05	SITE MATERIALS PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L3-06	SITE MATERIALS PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L3-07	SITE MATERIALS PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-00	SITE LAYOUT KEY PLAN AND GENERAL INFORMATION SHEET	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-01A	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-01B	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-02A	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-02B	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-03A	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-03B	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-04A	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-04B	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-05A	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-05B	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-06A	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-06B	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-07A	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-07B	SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L4-08	PAVER SITE LAYOUT PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L6-00	LIGHTING KEY PLAN AND GENERAL INFORMATION	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L6-01	SITE LIGHTING FIXTURE SCHEDULE	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L6-02	SITE LIGHTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L6-03	SITE LIGHTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L6-04	SITE LIGHTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L6-05	SITE LIGHTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L6-06	SITE LIGHTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L6-07	SITE LIGHTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L6-08	SITE LIGHTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-01	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-02	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-03	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)

Flintco LLC (40-000)

Printed on Fri Jul 28, 2023 at 11:32 am CDT

Job #: 23078 City of Bentonville - A Street Promenade
SE A-Street
Bentonville, Arkansas 72712

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
L7-04	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-05	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-06	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-07	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-08	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-09	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-10	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-11	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-12	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-13	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-14	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-15	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-16	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-17	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-18	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-19	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-20	SITE DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-21	SITE LIGHTING DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L7-22	SITE LIGHTING DETAILS	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L8-00	SITE TREE KEY PLAN AND GENERAL INFORMATION SHEET	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L8-01	TREE PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L8-02	TREE PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L8-03	TREE PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L8-04	TREE PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L8-05	TREE PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L8-06	TREE PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L8-07	TREE PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L9-00	SHRUB AND GROUNDCOVER KEYPLAN AND GENERAL INFORMATION SHEET	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L9-01	SHRUB AND GROUNDCOVER PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L9-02	SHRUB AND GROUNDCOVER PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L9-03	SHRUB AND GROUNDCOVER PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L9-04	SHRUB AND GROUNDCOVER PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L9-05	SHRUB AND GROUNDCOVER PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L9-06	SHRUB AND GROUNDCOVER PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L9-07	SHRUB AND GROUNDCOVER PLANTING PLAN	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L11-01	PLANTING DETAIL	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L11-02	PLANTING DETAIL	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
L11-03	PLANTING DETAIL	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)

Flintco LLC (40-000)

Printed on Fri Jul 28, 2023 at 11:32 am CDT

Job #: 23078 City of Bentonville - A Street Promenade
SE A-Street
Bentonville, Arkansas 72712

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Signage					
1	COVER SHEET	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
2	SPECIFICATIONS	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
3	SIGN FAMILY GROUPINGS	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
4	LOCATION PLAN & MESSAGE SCHEDULE	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
5	LOCATION PLAN DETAIL 1	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
6	LOCATION PLAN DETAIL 2	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
7	LOCATION PLAN DETAIL 3	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
8	PEDESTRIAN DIRECTIONAL	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
9	PEDESTRIAN DIRECTIONAL DETAIL	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
10	PEDESTRIAN DIRECTIONAL DETAIL	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
11	VEHICLE DIRECTIONAL	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
12	VEHICLE DIRECTIONAL DETAIL	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
13	INTERPERETIVE PANEL	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
14	INTERPRETIVE PANEL DETAIL	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
15	DIRECTORY KIOSK	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
16	DIRECTORY	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
17	REGULATORY	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
18	REGULATORY DETAIL	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
19	PARK IDENTITY	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
20	PARK IDENTITY	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
21	BRICK IDENTITY	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
22	PAVER IDENTITY	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
23	GENERAL REQUIREMENTS	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
24	FABRICATOR PERFORMANCE & MATERIAL REQUIREMENTS	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
25	FABRICATOR PERFORMANCE & MATERIAL REQUIREMENTS	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
26	FABRICATOR PERFORMANCE & MATERIAL REQUIREMENTS	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
27	FABRICATOR PERFORMANCE & MATERIAL REQUIREMENTS	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
28	BID REQUIREMENTS	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
29	DW LEGACY DESIGN	0	05/26/2023	05/26/2023	Bid Set Signage and Wayfinding (05/26/23)
Technology					
TN-000	TECHNOLOGY GENERAL NOTES & LEGEND	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
TN-101.A	TECHNOLOGY PLAN - AREA A	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
TN-101.B	TECHNOLOGY PLAN - AREA B	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
TN-101.C	TECHNOLOGY PLAN - AREA C	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
TN-101.D	TECHNOLOGY PLAN - AREA D	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
TN-101.E	TECHNOLOGY PLAN - AREA E	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
TN-101.F	TECHNOLOGY PLAN - AREA F	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)
TN-101.G	TECHNOLOGY PLAN - AREA G	0	05/26/2023	05/26/2023	Bid Set/100% CD (05/26/23)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED GMP WITH FLINTCO, IN THE AMOUNT OF FIFTEEN MILLION FIVE HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED TWENTY DOLLARS ($15,586,320.00), FOR CONSTRUCTION OF THE A STREET PROMENADE PROJECT; ACCEPTING A GRANT FROM THE WALTON FAMILY FOUNDATION, IN THE AMOUNT OF FIFTEEN MILLION NINE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED TWENTY DOLLARS ($15,996,320.00), TO FUND SAID PROJECT; ADJUSTING THE 2023 BUDGET TO RECOGNIZE AND APPROPRIATE THESE FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the A Street Promenade project is a solution to expand space to better accommodate growth of the City's public events;

WHEREAS, as Flintco has been involved with the project since inception, it is the best choice to serve as the manager/general contractor for the A Street Promenade; and

WHEREAS, the Walton Family Foundation is awarding a grant to fund this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: The Mayor and City Clerk are authorized to enter into a grant agreement with the Walton Family Foundation, in the amount of fifteen million nine hundred ninety-six thousand three hundred twenty dollars ($15,996,320.00), for the A Street Promenade;

Section 2: The Mayor and City Clerk are authorized to enter into an amended GMP with Flintco, in the amount of fifteen million five hundred eighty-six thousand three hundred twenty dollars ($15,586,320.00), for construction management for the A Street Promenade;

Section 3: The 2023 Budget is amended to recognize grant funds in the amount of fifteen million nine hundred ninety-six thousand three hundred twenty dollars ($15,996,320.00) into Account #105030-33810 – Local Grants and appropriate the same into Account #105030-47390 – Improvement Other than Building/Other;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, MAYOR

_____
KIRBY ROMINES, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/12/2023	**Submitted By:**	David Wright, Parks and Recreation
Phone:	479.271.6813	**For Department(s):**	Parks and Recreation
Email:	dwright@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Amend Agreement with Design Workshop Construction Observation for A Street Promenade
Action Recommendation & Justification:	Resolution authorizing an amended agreement with Design Workshop, in the amount of $235,500.00, for construction observation for the A Street Promenade. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Grant funds, which were previously approved and appropriated, will fund this project.
Amount for Approval:	$ 235,500.00

Budget Impact

Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☑ **OTHER:** previously approved grant funds

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**

Budget Impact Notes for Consideration (Optional):

Grant Funds pay 100% of provided GMP, Architectural Construction Administration, and Geotech and Testing.

Memo

To:	City Council, Mayor Orman
From:	David Wright, Parks and Recreation Director
Date:	September 7, 2023
Re:	City Council approval of a contract amendment with Design Workshop, in the amount of $235,500, for construction observation services for the A Street Promenade.

City Staff is seeking City Council's approval of a resolution authorizing a contract amendment with Design Workshop for construction observation of the A Street Promenade. As you are aware, Design Workshop has been the principal design firm on this project from the very beginning of the project in 2019.

Part of our grant award from the Walton Family Foundation is for Design Workshop to provide construction observation for the project. They, along with their subcontractors, will inspect the construction site on a regular basis to answer any design questions and ensure the project is being constructed as intended.

Design Workshop is tasked with running our regularly scheduled Owner / Architect / Construction progress meetings. These occur approximately twice per month and allow us to consistently monitor the project. Not only will we monitor construction progress and performance, but we will be able to evaluate how the project is impacting local merchants. This allows us to make constant improvements to access throughout the project. Finally, Design Workshop will oversee the close-out of the project ensuring that all tasks are is completed and meets all regulations and city requirements.

If you have any questions concerning this item, please email me at dwright@bentonvillear.com.

Attachments:

Agreement for Services with Design Workshop

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

812 San Antonio Street
Suite 401
Austin, TX 78701
512.499.0222
512.499.0229 fax

designworkshop.com

July 24th, 2023

David Wright
Director
Bentonville Parks + Recreation
215 SW A St., Bentonville, AR 72712
.
Additional Services for: A-Street Promenade: 6331
Add Service No. 03 – Construction Observation

Dear David,

We are excited about the documentation that has been completed to date and the great collaboration from all parties. As the bidding process is being finalized, we would like your approval to move to Construction Observation.

After speaking with Flintco, we have a better understanding of the construction schedule and sequence. We understand the project will be broken into four phases with an estimated start date in August/September 2023 to January 2025 for a total of 16 months.

Our team is ready to begin the Construction Observation process and we have outlined the Design Workshop team's anticipated tasks as the schedule moves forward.

Construction Observation – Proposed Scope of Work

The general objective for this phase of work is to provide observation of the landscape construction process for compliance with drawings and specifications. The Design Workshop team will make periodic visits to the site, as specified below, to become familiar with quality of construction and to determine whether the construction of the landscape work is proceeding in accordance with Design Workshop's design intent and contract documents. During such visits and based on observations while at the site, Design Workshop will keep the client informed of the progress of construction through Field Reports. Design Workshop may recommend rejection of work to the client if the contractor fails to conform to the contract documents. The client understands that the construction observation is a part of Design Workshop's process and its sub-consultants process and enables Design Workshop to observe the construction in progress at appropriate intervals to inform

the owner of the progress and quality of work. Construction observation services also enable Design Workshop to instruct and inform the contractor and owner of any issues observed and create a record of any problems observed. If the client does not retain Design Workshop to perform construction observation services, then Client understands and accepts the risks that the failures by the contractor to properly follow and implement the design intent of the contract documents may be missed.

The specific tasks to be completed are as follows:

1. Attend pre-construction meeting with Flintco, design team, and Client to discuss the construction of the project, including project requirements, communication procedures, project scheduling, personnel, laboratory testing requirements (by Owner), field inspection, construction staking, pay requests by owner, assisting Client in preparation of pre-construction conference agenda prior to meeting, and other pertinent matters that may impact the project.

2. The Design Workshop Team will participate in weekly OAC meetings via Zoom. We anticipate meeting for an hour per week. Meetings will be led by Flintco.

3. A member of the Design Workshop team will be on site an average of two times per month during the anticipated 16 months of construction. We anticipate some months will include multiple days on site and possibly repeating weeks of visits during heavy construction. These visits will correspond with weekly OAC meetings. A report of activity, direction or progress will be issued to the Owner for each site visit. As the prime consultant, Design Workshop will perform up to sixteen (16) total site visits and coordinate visits by other consultants on the team for up to thirty-two (32) total visits.

4. The Design Workshop team will prepare and process routine change orders as they pertain to the original scope of work. The Design Workshop team shall have ten (10) working days to receive, review, and route reviews back to Client for distribution to the contractor. The Design Workshop team will expedite critical reviews as much as possible at the request of the contractor or Client.

5. Review and respond to applicable shop drawings, laboratory testing reports, field change requests, requests for information. The Design Workshop team will provide written responses to requests for information or clarification to

Client or Contractor. The Design Workshop team will create applicable CCD's and ASI's, if necessary, as a response.

6. Select and tag plant material for conformance to specifications at place of growth including tagging replacement plant materials, if necessary, at supply source with the Contractor. Maximum two (2) trips.

7. As-built drawings will be provided by Design Workshop in coordination with the contractor. Design Workshop will provide comment/edits and provide to Client as part of project close-out.

8. Upon substantial completion of construction, the Design Workshop team will conduct a final project walkthrough with the Contractor and Owner. Design Workshop will provide a comprehensive punch list of outstanding issues for completion or discussion prior to release of contractor bonds. There will be at least four final punch walks based on the phasing schedule.

9. The Design Workshop team will visit the site bi-monthly during the yearlong warranty period. Attend up to six (6) additional review meetings on-site during this period. Issue field notes for each visit to Client and contractor.

   At the end of warranty period, Design Workshop shall conduct a final inspection and, upon finding the project acceptable, Design Workshop will recommend acceptance of the landscape installation.

   This proposal includes professional service time for site visits/construction observation meetings as follows:

   Pre-construction meeting – 4 (1 per phase)
   Weekly construction progress meetings in person with Design Workshop- Up to 16
   Additional Consultant Visits – Up to 16
   Nursery visit – Up to 2
   Substantial completion punch list/Approve beg. Of maintenance/establishment – 4 (1 Per Phase)
   - The Compton Block - 1
   - Town Square - 1
   - 21c Block - 1
   - Lawrence Plaza - 1

   Establishment observation visits (monthly visits during first year of establishment) - 6
   Acceptance of established landscape - 1
   Total site visits – 49

By signing this letter, you are authorizing Design Workshop, Inc. to commence services immediately on a time and materials (T&M) basis, not to exceed a fee of **$225,500**, with an additional **$10,000** in reimbursable expenses for all travel related with site visits.

The contract conditions of the existing agreement dated October 8th, 2020, shall be binding on these additional services unless modified herein. The following is a summary of the fees associated with this effort.

Total Construction Observation Add Service Amount: $235,500

Should you have any questions, please do not hesitate to call me at 985-630-0312.

Sincerely,
DESIGN WORKSHOP, INC.

[redacted]

Conners Ladner, PLA
Principal

APPROVED BY CLIENT:

By: _____ Date: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH DESIGN WORKSHOP, IN THE AMOUNT OF TWO HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED DOLLARS ($235,500.00), FOR CONSTRUCTION OBSERVATION OF THE A STREET PROMENADE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the A Street Promenade project is a solution to expand space to better accommodate growth of the City's public events;

WHEREAS, Design Workshop has been the principle design firm on this project since 2019 and is in the best position to perform necessary construction observation; and

WHEREAS, this agreement is funded with grant monies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: The Mayor and City Clerk are authorized to enter into a contract amendment with Design Workshop, in the amount of two hundred thirty-five thousand five hundred dollars ($235,500.00), for construction observation of the A Street Promenade;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/12/2023	**Submitted By:**	David Wright, Parks and Recreation Directo
Phone:	479.271.6813	**For Department(s):**	Parks and Recreation
Email:	dwright@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Geotech Testing Services Agreement for A Street Promenade
Action Recommendation & Justification:	Resolution authorizing Mayor and City Clerk to enter into an agreement with GTS, in the amount of $67,691.00, for Geotech testing services for the A Street Promenade. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This firm was selected in accordance with the City's standard SOQ selection process for the procurement of professional services. Grant funds, which were previously accepted and appropriated, will fund this project.
Amount for Approval:	$ 67,691.00

Budget Impact

Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☑ **OTHER:** previously accepted grant funds

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

Grant Funds pay 100% of provided GMP, Architectural Construction Administration, and Geotech and Testing.

Memo

To:	City Council, Mayor Orman
From:	David Wright, Parks and Recreation Director
Date:	September 1, 2023
Re:	City Council approval of a contract amendment with Design Workshop, in the amount of $235,000, for construction observation services for the A Street Promenade.

City Staff is seeking City Council's approval of a resolution authorizing a contract amendment with Design Workshop for construction observation of the A Street Promenade. As you are aware, Design Workshop has been the principal design firm on this project from the very beginning of the project in 2019.

Part of our grant award from the Walton Family Foundation is for Design Workshop to provide construction observation for the project. They, along with their subcontractors, will inspect the construction site on a regular basis to answer any design questions and ensure the project is being constructed as intended.

Design Workshop is tasked with running our regularly scheduled Owner / Architect / Construction progress meetings. These occur approximately twice per month and allow us to consistently monitor the project. Not only will we monitor construction progress and performance, but we will be able to evaluate how the project is impacting local merchants. This allows us to make constant improvements to access throughout the project. Finally, Design Workshop will oversee the close-out of the project ensuring that all tasks are is completed and meets all regulations and city requirements.

If you have any questions concerning this item, please email me at dwright@bentonvillear.com.

Attachments:

Agreement for Services with Design Workshop

1915 N. Shiloh Drive
Fayetteville, Arkansas 72704
Office: (479) 521-7645

July 13, 2023

City of Bentonville
215 SW A St.
Bentonville, Arkansas 72712

Attention: Mr. Wade Tomlinson, PLA MBA

Re: Construction Materials Testing and Special Inspections Services Proposal
A Street Promenade
SE A and NE A Street
Bentonville, Arkansas
Proposal No. GTS12311064

Mr. Tomlinson,

GTS, Inc. appreciates the opportunity to submit this proposal to perform Construction Materials Testing (CMT) and Special Inspections Services on the above-referenced project. This proposal contains our understanding of the project, our scope of services, and an estimate of the total fees anticipated for this project based on trips to the site.

PROJECT SUMMARY

The project site is in downtown Bentonville, Arkansas. GTS, Inc. understands that this project will consist of constructing a promenade along the existing A street just east of the downtown square between SE 2nd street and NE 3rd street. The project has been split into four phases that start in September of 2023 and have a final completion date of January 2025. Site improvements are planned to consist of utility installation, curb and gutter, sidewalks, new asphalt and concrete pavements and small retaining walls.

GTS, Inc. was provided with the following documents to prepare this proposal:

- *25-05-23 A Street Promenade – 4 Phase Plan* prepared by Design Workshop, dated November 19, 2021
- Project Geotechnical Report *KB225031-Quilt of Parks-Report R1* dated December 14, 2022
- Project Specifications DW-*6331 A street specifications* dated May 26, 2023
- *DW-6331 A Street Promenade Signage and Wayfinding-100CD-230526* dated May 26. 2023
- *DW-6331-A Street -100CD-230526 dated May 26, 2023*

GTS, Inc. was not provided with a specific project construction schedule, therefore, the number of trips to the project site are estimates. Once a specific project construction schedule becomes available and in order to provide a more accurate testing budget, we should be given the opportunity to review the schedule to compare to the scope defined in this proposal.

ANTICIPATED SCOPE OF SERVICES

GTS, Inc. has reviewed the project documents provided by your office. Based on these documents, our assumptions regarding the project schedule, and our experience on similar projects, CMT Services and Special Inspections for this project are anticipated to include the following scope. Please review this scope carefully and contact GTS, Inc. if the number of trips planned to the site for testing and special inspections should increase or decrease based on your understanding of the project schedule. As requested, this proposal has been broken down in to required testing per Phase.

PHASE 1

Earthwork Testing

- Proofroll and subgrade evaluations and recommendations for undercutting and/or stabilization if required performed by engineering staff during site grading.
- Perform field density tests on fill materials beneath new planned structures and pavements.
- Perform laboratory classifications of proposed fill soils to determine their suitability and moisture-density relationships (proctor and CBR)

Estimated Trips

- 10 trips for engineering proofroll/subgrade evaluations in pavement areas
  - 1 trip for the asphalt cul-de-sac at the termination of Blake Street
  - 1 trip for the vehicular concrete pavement at the handicap parking area
  - 2 trips for the non-permeable paver area along existing A street alignment and north of skating rink
  - 3 trips for pedestrian concrete areas
- 34 trips for density testing by a technician as follows:
  - 3 trips for undercutting and backfilling the required 2 feet of select fill in the asphalt pavement and vehicular traffic (handicap) area
  - 1 trip for Class 7 base testing of asphalt and vehicular traffic (handicap) area
  - 8 trips for undercutting and backfilling the required 2 feet of select fill in the non-permeable paver area
  - 4 trips for Class 7 base testing of the non-permeable paver area
  - 4 trips for subgrade in the pedestrian concrete area
  - 4 trips for Class 7 base for the pedestrian concrete area
  - 5 trips for aggregate testing beneath planned retaining walls
  - 5 trips for miscellaneous density testing which includes wood deck foundations, concrete step foundations, wall bench inserts, timber bleachers, bollards, utility backfill, etc.

- 4 Proctors with Classification and CBR to determine the suitability of proposed fill materials.

Concrete Testing

- Perform cast-in-place concrete field-testing including casting of cylinders for testing of compressive strength and testing of slump, air content, and temperature
- Provide an on-site curing box for concrete specimens and perform site visits to pick-up concrete specimens for laboratory compressive strength testing (unless already on-site)
- Perform laboratory compressive strength tests on cured concrete cylinders.
- GTS, Inc. plans to sample 5 concrete cylinders per set for compressive strength testing.

Estimated Trips

Concrete Placements

- Curb and Gutter – 4 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Handicap Paving Area – 1 trip for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Pedestrian Traffic Area – 3 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Wall and Bench Foundations – 1 trip for sampling of fresh concrete with 1 set of concrete cylinders
- Junction Box/Inlets – 3 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- GTS, Inc. anticipates approximately half of the concrete placements will require additional trips to retrieve cured concrete specimens on days GTS, Inc. is not scheduled to be on-site – 6 trips

Asphalt Testing

- Obtain core samples of the in-place bituminous concrete pavement and verify proper thickness and density of the pavement materials

- Grout back core hole locations with non-shrink grout and black dye
- Perform laboratory tests and provide report for specific gravity on asphalt core samples

Estimated Trips

- 1 trip to sample 3 asphalt cores

PHASE 2

Earthwork Testing

- Proofroll and subgrade evaluations and recommendations for undercutting and/or stabilization if required performed by engineering staff during site grading.
- Perform field density tests on fill materials beneath new planned structures and pavements.
- Perform laboratory classifications of proposed fill soils to determine their suitability and moisture-density relationships (proctor and CBR)

Estimated Trips

- 8 trips for engineering proofroll/subgrade evaluations in pavement areas
  - 3 trips for the non-permeable paver area along existing A street alignment
- 17 trips for density testing by a technician as follows:
  - 8 trips for undercutting and backfilling the required 2 feet of select fill in the non-permeable and permeable paver area
  - 4 trips for Class 7 base testing of the non-permeable and permeable paver area
  - 5 trips for miscellaneous density testing which includes wood deck foundations, concrete step foundations, wall bench inserts, timber bleachers, bollards, utility backfill, etc.
- 1 Proctor with Classification and CBR to determine the suitability of proposed fill materials.

Concrete Testing

- Perform cast-in-place concrete field-testing including casting of cylinders for testing of compressive strength and testing of slump, air content, and temperature.
- Provide an on-site curing box for concrete specimens and perform site visits to pick-up concrete specimens for laboratory compressive strength testing (unless already on-site)
- Perform laboratory compressive strength tests on cured concrete cylinders.
- GTS, Inc. plans to sample 5 concrete cylinders per set for compressive strength testing.

Estimated Trips

Concrete Placements

- Curb and Gutter – 6 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Pedestrian Traffic Area – 3 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Wall and Bench Foundations – 4 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip

- Junction Box/Inlets – 4 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- GTS, Inc. anticipates approximately half of the concrete placements will require additional trips to retrieve cured concrete specimens on days GTS, Inc. is not scheduled to be on-site – 8 trips

PHASE 3

Earthwork Testing

- Proofroll and subgrade evaluations and recommendations for undercutting and/or stabilization if required performed by engineering staff during site grading.
- Perform field density tests on fill materials beneath new planned structures and pavements.
- Perform laboratory classifications of proposed fill soils to determine their suitability and moisture-density relationships (proctor and CBR)

Estimated Trips

- 7 trips for engineering proofroll/subgrade evaluations in pavement areas
  - 3 trips for the non-permeable paver area along existing A street alignment
- 22 trips for density testing by a technician as follows:
  - 8 trips for undercutting and backfilling the required 2 feet of select fill in the non-permeable and permeable paver area
  - 4 trips for Class 7 base testing of the non-permeable and permeable paver area
  - 10 trips for miscellaneous density testing which includes wood deck foundations, concrete step foundations, wall bench inserts, timber bleachers, bollards, utility backfill, etc.
- 1 Proctor with Classification and CBR to determine the suitability of proposed fill materials.
-

Concrete Testing

- Perform cast-in-place concrete field-testing including casting of cylinders for testing of compressive strength and testing of slump, air content, and temperature.
- Provide an on-site curing box for concrete specimens and perform site visits to pick-up concrete specimens for laboratory compressive strength testing (unless already on-site)
- Perform laboratory compressive strength tests on cured concrete cylinders.
- GTS, Inc. plans to sample 5 concrete cylinders per set for compressive strength testing.

Estimated Trips

Concrete Placements

- Curb and Gutter – 6 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Pedestrian Traffic Area – 3 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Wall and Bench Foundations – 4 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Junction Box/Inlets – 4 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- GTS, Inc. anticipates approximately half of the concrete placements will require additional trips to retrieve cured concrete specimens on days GTS, Inc. is not scheduled to be on-site – 8 trips

PHASE 4

Earthwork Testing

- Proofroll and subgrade evaluations and recommendations for undercutting and/or stabilization if required performed by engineering staff during site grading.
- Perform field density tests on fill materials beneath new planned structures and pavements.
- Perform laboratory classifications of proposed fill soils to determine their suitability and moisture-density relationships (proctor and CBR)

Estimated Trips

- 10 trips for engineering proofroll/subgrade evaluations in pavement areas
  - 5 trips for the non-permeable paver, pedestrian concrete and vehicular traffic area along existing A street alignment
- 30 trips for density testing by a technician as follows:
  - 12 trips for undercutting and backfilling the required 2 feet of select fill in the non-permeable and permeable paver area
  - 6 trips for Class 7 base testing of the non-permeable and permeable paver area
  - 12 trips for miscellaneous density testing which includes wood deck foundations, concrete step foundations, wall bench inserts, timber bleachers, bollards, utility backfill, etc.

Concrete Testing

- Perform cast-in-place concrete field-testing including casting of cylinders for testing of compressive strength and testing of slump, air content, and temperature.
- Provide an on-site curing box for concrete specimens and perform site visits to pick-up concrete specimens for laboratory compressive strength testing (unless already on-site)
- Perform laboratory compressive strength tests on cured concrete cylinders.
- GTS, Inc. plans to sample 5 concrete cylinders per set for compressive strength testing.

Estimated Trips

Concrete Placements

- Curb and Gutter – 6 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Pedestrian Traffic Area – 3 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Vehicular Traffic area - 2 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Wall and Bench Foundations – 4 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Junction Box/Inlets – 4 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- GTS, Inc. anticipates approximately half of the concrete placements will require additional trips to retrieve cured concrete specimens on days GTS, Inc. is not scheduled to be on-site – 8 trips

Asphalt Testing

- Obtain core samples of the in-place bituminous concrete pavement and verify proper thickness and density of the pavement materials

- Grout back core hole locations with non-shrink grout and black dye
- Perform laboratory tests and provide report for specific gravity on asphalt core samples

Estimated Trips

- 1 trip to sample 3 asphalt cores

COST ESTIMATE

Based on the information outlined in this proposal, GTS estimates Testing and Special Inspection Services for this project to be approximately **$67,691**. A breakdown of the fees associated with these services is appended to the end of this proposal. We feel that a budget of *$75,000* should cover all contingencies.

- *Phase I - $19,452.00*
- *Phase 2 - $14,390.00*
- *Phase 3 - $15,192.00*
- *Phase 4 - $18,657.00*

*Services requested for this project included in the scope outlined above and any scope not included, will be billed based on GTS Inc.'s current standard unit rate sheets at the time of testing/observations are performed.

CLOSING

We appreciate the opportunity to provide this estimate to you. Please contact us if you have any questions regarding the information provided in this proposal.

Sincerely,

[redacted]

Zack McDonald
CMT Project Manager

David Berry, P.E.
Project Engineer

Attachment: Testing Budget

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GTS, INC., IN THE AMOUNT OF SIXTY-SEVEN THOUSAND SIX HUNDRED NINETY-ONE DOLLARS ($67,691.00), FOR GEOTECH TESTING AND INSPECTION OF THE A STREET PROMENADE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the A Street Promenade project is a solution to expand space to better accommodate growth of the City's public events;

WHEREAS, GTS, Inc., will perform the Geotech testing and inspection for the project; and

WHEREAS, this agreement is funded with grant monies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with GTS, Inc, in the amount of sixty-seven thousand six hundred ninety-one dollars ($67,691.00), for testing and inspection of the A Street Promenade;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/12/2023	**Submitted By:**	David Wright, Parks and Recreation
Phone:	479.271.6813	**For Department(s):**	Parks and Recreation
Email:	dwright@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [x] Bid Award
- [x] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [x] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause
- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Contract Amendment with Nabholz for Construction of Phillips Park
Action Recommendation & Justification:	Resolution authorizing an amended GMP agreement with Nabholz, in the amount of $17,095,100.00, for the construction of Phillips Park. A Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	This item is funded through Bond funds, Impact fees, and contributions from Visit Bentonville. The amount appropriated from General Fund Reserves will be fully reimbursed with bond monies after the next bond draw down.
Amount for Approval:	$ 17,095,100.00

Budget Impact

Is this Item Budgeted? [ ] YES [ ] NO [ ] ITEM HAS NO COST [x] OTHER: Bond Project

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-37030	Adv & Promo Contributions	$	$ 3,000,000
105030-39192	Transfer In - Impact/Capacity	$	$ 463,140
105030-47390	Improv Other than Bldg/Other	$ 17,140,400	$
255020-49110	Transfer out - General	$ 463,140	$

Fund(s) Impacted (check all that apply) [x] General Fund [ ] Utility Fund [ ] Street Fund [ ] Other(s):

Budget Impact Notes for Consideration (Optional):

Bond Project and A&P Funding comprise funds for this project.

Memo

To:	City Council, Mayor Orman
From:	David Wright, Parks and Recreation Director
Date:	September 1, 2023
Re:	City Council approval of a contract amendment with Nabholz Construction, in the amount of $17,095,100, for the construction of Phillips Park.

Parks and Recreation Staff is seeking Council's approval of a contract approval with Nabholz for the construction of Phillips Park. As we mentioned last week, we have worked closely with Nabholz and Crafton Tull to design and create phases for the master planned park. The first phase will build seven (7) championship quality ballfields with turf infields, sports lights, concessions, restrooms, parking, maintenance shop and required infrastructure improvements. The Guaranteed Maximum Price (GMP) for the parks project is $17,095,100. In addition, Geotech services is needed for this project. The price of said services with GTS is $45,300.00.

This project is being paid for by a combination of funds from the Parks and Recreation Bond, A&P Funding and Impact Fees. See below for the breakdown:

Bond:	$13,677,260
A&P:	$3,000,000
Impact Fees:	$463,140
Total Construction Costs:	**$17,140,400**

If you have any questions concerning this item, please email me at dwright@bentonvillear.com.

Attachments:

GMP Agreement with Nabholz

Wednesday, August 30

David Wright, Director
Bentonville Parks and Recreation
215 SW A Street
Bentonville, AR 72712

Dear David,

The partnership between Visit Bentonville and Bentonville Parks and Recreation has proven to benefit our community in so many ways. Projects like Lawrence Plaza, Memorial Park Soccer, Memorial Park Ballfield Turf, Bentonville Community Center, and Citizens Park Playground has provided high level quality of life amenities for our residents while creating tools to attract tourism to Bentonville.

Visit Bentonville is proud to partner with our next major project, Phillips Park Sports Complex. On Tuesday, August 29, 2023, our board commissioners approved our recommendation of $3,000,000 contribution to the Phillips Park project. As discussed, these funds will be paid over multiple years, in installments of $600,000 per year. The first year is 2023. Our team will make that payment upon receipt of executed agreements between the City of Bentonville and the project construction contractor. The final payment year is 2027. Payment terms are below:

October 2023 (upon receipt of executed agreement) – Year 1 - $600,000
October 2024 – Year 2 - $600,000
October 2025 – Year 3 - $600,000
October 2026 – Year 4 - $600,000
October 2027 – Year 5 - $600,000
Total: $3,000,000

As you and I discussed earlier, respectfully requested that Visit Bentonville's contribution be recognized upon completion of the project. Our request is a dedication plaque, similar to the one installed at Lawrence Plaza and other facilities be included in the completed project.

Good luck with your construction project. We are excited to work together in the future to bring great competitive youth sports programming to Phillips Park.

Sincerely,

[redacted]

Kalene Griffith, President
Visit Bentonville

August 10, 2023

Phillips Park Renovation - GMP

Project Description:

This project includes renovations and expansion to the existing Phillips Park in Bentonville, AR.

GMP Price $17,095,100

The construction price above includes taxes, insurance, general conditions, project requirements, and fee. This price also includes a 1.5% contingency.

We appreciate this opportunity and look forward to working with you and your staff.

Sincerely,
Nabholz Construction

Rob Dodd
Executive Vice President

DRAFT COPY

AIA® Document A133™ – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 23rd day of August in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 15th day of February in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Phillips Park Sports Complex
3108 SE J St
Bentonville, AR 72712

THE OWNER:
(Name, legal status, and address)

City of Bentonville
305 S.W. A Street
Bentonville, AR 72712

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Nabholz Construction Corporation, dba/
Nabholz Construction Services
3301 North Second Street / P.O. Box 277
Rogers, AR 72757-0277

DRAFT COPY

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

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

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:42:03 ET on 01/15/2020 under Order No.6450571069 which expires on 06/22/2020, and is not for resale.
User Notes: (861296194)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed seventeen million ninety-five thousand one hundred ($ 17,095,100.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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

Reference Attached Exhibit A – Statement of GMP

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

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

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate #1 Phase 1B Delete*	($612,718.00)
Alternate #3 Parking Lot Irrigation Delete*	($37,500.00)
Value Engineering (VE) Alternates*	
VE #4 Alternate Layout for Outfield Dirt/Sand/Flat Pipe Drainage System	($263,000.00)
VE #5 Alternate Layout for Infield Rock/Flat Pipe Drainage System	($52,300.00)
VE #7 Alternate Shaw Turf Option	($539,527.00)
VE #8 Sediment Pond Rework	($94,487.00)
VE #9 Concession Stand Insulated Glazing	($18,000.00)
VE #10 Utilize Varco Pruden for PEMB Supplier Typical R-Panel	($22,389.00)

**Alternate & VE prices are direct cost prior to markup of insurances and fee.*

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[**X**] The date of execution of this Amendment.

[**« »**] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

DRAFT COPY

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:42:03 ET on 01/15/2020 under Order No.6450571069 which expires on 06/22/2020, and is not for resale.
User Notes: (861296194)

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

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

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[X] By the following date: September 2, 2024

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

Portion of Work	Substantial Completion Date
N/A	

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

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

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

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Reference Attached Exhibit B – List of Specifications

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Reference Attached Exhibit C – List of Drawings

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews,

DRAFT COPY

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:42:03 ET on 01/15/2020 under Order No.6450571069 which expires on 06/22/2020, and is not for resale.
User Notes: (861296194)

testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

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

Item	Price
Surveying Allowance	$15,000.00
Final Cleaning Allowance	$10,000.00
Flooring Allowance	$1,500.00
Additional Waterline Allowance	$5,000.00
Utility Temp Drop Place Holder for BEUD	$30,057.00
Existing Fields Rework Allowance	$75,000.00
Unsuitable Soils Allowance	$200,000.00
Temp Construction Fence Allowance	$50,000.00

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

Design fees have not been included in the GMP.
Owner Fixtures, Furnishings, & Equipment (FF&E) are excluded.
Cost for 3rd party testing and inspection services are excluded.
Cost for Building Permits has been excluded from GMP.
Substantial Completion by September 2, 2024 (Labor Day) is contingent upon Notice to Proceed/Execution of this amendment on or before August 23, 2023.

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

Prebid Addendum 1 – Dated June 22, 2023
Prebid Addendum 2 – Dated June 28, 2023
Prebid Addendum 3 – Dated July 5, 2023
Prebid Addendum 4 – Dated July 11, 2023

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

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

N/A

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
	Rob Dodd – Executive Vice President
(Printed name and title)	*(Printed name and title)*

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. **All rights reserved.**
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 15:42:03 ET on 01/15/2020 under Order No.6450571069 which expires on 06/22/2020, and is not for resale.
User Notes: (861296194)

DRAFT COPY

GMP
PROJECT NAME **Phillips Park Renovation**
PROJECT LOCATION Bentonville, AR
REVIEW DATE 8/2/2023
ARCHITECT Crafton Tull & Associates, Inc.
ESTIMATED DURATION 12 Mnth

EXHIBIT A - Statement of GMP

Job Phase	Nabholz	Description	Takeoff Quantity	Grand Total Amount
01		**Park Pricing**		
	01-4123	**Surveying**		
		Surveying Allowance	1.00 lsum	**15,000**
		01-4123 Surveying	**1.00 lsum**	**15,000**
	01-7423	**Final Cleaning**		
		Final Cleaning Allowance	1.00 lsum	**10,000**
		01-7423 Final Cleaning	**1.00 lsum**	**10,000**
	03-0010	**Concrete**		
		Global Concrete	1.00 lsum	**1,534,638**
		Alt. #1 Deduct	1.00 lsum	**(148,651)**
		Global Concrete Bond	1.00 lsum	**14,908**
		03-0010 Concrete	**1.00 lsum**	**1,400,895**
	04-2000	**Masonry**		
		Walker Masonry	1.00 lsum	**352,800**
		04-2000 Masonry	**1.00 lsum**	**352,800**
	05-1205	**Structural and Miscellaneous Steel (Supply)**		
		NWA Steel	1.00 lsum	**232,740**
		05-1205 Structural and Miscellaneous Steel (Supply)	**1.00 lsum**	**232,740**
	05-1210	**Structural and Miscellaneous Steel (Install)**		
		Included in Supply above.	***1.00 lsum***	
		05-1210 Structural and Miscellaneous Steel (Install)	**1.00 lsum**	
	06-2000	**Millwork**		
		Hardgrave	1.00 lsum	**54,460**
		06-2000 Millwork	**1.00 lsum**	**54,460**
	07-1000	**Waterproofing and Dampproofing**		
		Crum & Marshall	1.00 lsum	**34,360**
		Alt. #1 Deduct	1.00 lsum	**(575)**
		07-1000 Waterproofing and Dampproofing	**1.00 lsum**	**33,785**
	07-4633	**Roofing & Wall Panels**		
		Mid-Ark Roofing	1.00 lsum	**212,973**
		07-4633 Roofing & Wall Panels	**1.00 lsum**	**212,973**
	08-1113	**Div. 8 & 10 supply**		
		Wesche	1.00 lsum	**59,897**
		08-1113 Div. 8 & 10 supply	**1.00 lsum**	**59,897**
	08-2000	**Div. 8 & 10 Install**		
		Nabholz	1.00 lsum	**9,948**
		08-2000 Div. 8 & 10 Install	**1.00 lsum**	**9,948**
	08-3323	**Overhead Doors**		
		Southwest Garage Door	1.00 lsum	**38,016**
		08-3323 Overhead Doors	**1.00 lsum**	**38,016**
	08-4100	**Glass & Glazing**		
		The Glass Company	1.00 lsum	**46,900**
		VE #9 Typical insulated glazing at concessions transaction windows in lieu of bullet proof	1.00 lsum	**(18,000)**
		08-4100 Glass & Glazing	**1.00 lsum**	**28,900**
	09-2116	**Framing & Drywall**		
		TCM	1.00 lsum	**227,300**

DRAFT COPY

EXHIBIT A - Statement of GMP

Job Phase	Nabholz	Description	Takeoff Quantity	Grand Total Amount
		09-2116 Framing & Drywall	**1.00 lsum**	**227,300**
	09-6500	**Flooring**		
		Flooring Allowance	1.00 lsum	**1,500**
		09-6500 Flooring	**1.00 lsum**	**1,500**
	09-9100	**Painting**		
		SMP	1.00 lsum	**87,570**
		09-9100 Painting	**1.00 lsum**	**87,570**
	11-6600	**Sports Field Equipment**		
		Sopa	1.00 lsum	**1,370,365**
		11-6600 Sports Field Equipment	**1.00 lsum**	**1,370,365**
	11-6700	**Scoreboards**		
		Nevco Supply	1.00 lsum	**57,701**
		11-6700 Scoreboards	**1.00 lsum**	**57,701**
	11-6800	**Playground Equipment**		
		Playground Relocation	1.00 lsum	**33,766**
		11-6800 Playground Equipment	**1.00 lsum**	**33,766**
	13-3419	**Pre-Engineered Structures**		
		Varco Pruden	1.00 lsum	**79,963**
		13-3419 Pre-Engineered Structures	**1.00 lsum**	**79,963**
	22-0000	**Plumbing**		
		HDI Contractors	1.00 lsum	**356,000**
		Additional Waterline Allowance	1.00 lsum	**5,000**
		22-0000 Plumbing	**1.00 lsum**	**361,000**
	23-0010	**HVAC**		
		Gold Mechanical	1.00 lsum	**105,148**
		23-0010 HVAC	**1.00 lsum**	**105,148**
	26-1000	**Electrical**		
		Hill	1.00 lsum	**2,343,507**
		Utility Temp Drop Placeholder Allowance From BEUD	1.00 lsum	**30,057**
		Existing Field Lights Rework Allowance	1.00 lsum	**75,000**
		Hill Electric Bond @1.9%	1.00 lsum	**44,527**
		26-1000 Electrical	**1.00 lsum**	**2,493,090**
	31-0000	**Earthwork and Site Prep**		
		Garrett X	1.00 lsum	**2,639,306**
		Alt. #1 Deduct	1.00 lsum	**(156,695)**
		VE #8 Rework sediment ponds	1.00 lsum	**(94,487)**
		Unsuitable Soils Allowance	1.00 lsum	**200,000**
		31-0000 Earthwork and Site Prep	**1.00 lsum**	**2,588,125**
	31-1000	**Field Drainage**		
		Byrne & Jones	1.00 lsum	**2,179,000**
		VE #4 Alternate layout for outfield dirt/sand/flat pipe drainage system	1.00 lsum	**(263,000)**
		VE #5 Alternate layout for infield rock/flat pipe drainage system	1.00 lsum	**(52,300)**
		31-1000 Field Drainage	**1.00 lsum**	**1,863,700**
	32-1216	**Asphalt Paving**		
		Garrett X	1.00 lsum`	**610,683**
		Alt. #1 Deduct	1.00 lsum`	**(155,597)**
		32-1216 Asphalt Paving	**1.00 lsum**	**455,086**
	32-1723	**Pavement Markings and Signage**		
		Custom Pavement	1.00 lsum	**35,750**

DRAFT COPY

	GMP
PROJECT NAME	***Phillips Park Renovation***
PROJECT LOCATION	Bentonville, AR
REVIEW DATE	8/2/2023
ARCHITECT	Crafton Tull & Associates, Inc.
ESTIMATED DURATION	12 Mnth

EXHIBIT A - Statement of GMP

Job Phase	Nabholz	Description	Takeoff Quantity	Grand Total Amount
	32-1723	**Pavement Markings and Signage**		
		Alt. #1 Deduct	1.00 lsum	**(15,700)**
		32-1723 Pavement Markings and Signage	**1.00 lsum**	**20,050**
	32-3113	**Fencing & Gates**		
		Byrne & Jones	1.00 lsum	**565,500**
		Temp Construction Fence Allowance	1.00 lsum	**50,000**
		32-3113 Fencing & Gates	**1.00 lsum**	**615,500**
	32-9323	**Landscaping**		
		Building Exteriors	1.00 lsum	**1,340,900**
		Alt. #1 Deduct	1.00 lsum	**(135,500)**
		Alt. #3 Deduct	1.00 lsum	**(37,500)**
		Building Exteriors Bond @2.5%	1.00 lsum	**29,198**
		32-9323 Landscaping	**1.00 lsum**	**1,197,098**
	34-4113	**Synthetic Field Surface**		
		Shaw	1.00 lsum	**763,918**
		34-4113 Synthetic Field Surface	**1.00 lsum**	**763,918**
		01 Park Pricing	**1.00 lsum**	**14,770,293**

DRAFT COPY

Estimate Totals

Description	Amount	Totals	
Cost of Work	**14,770,293**	**14,770,293**	
Building Permit NIC			
Municipal Fees		**14,770,293**	
Insurance & Bonds	425,562		
Insurance & Bonds	**425,562**	**15,195,855**	
Design/Estimate Contingency			
Construction Contingency	256,427		1.500 %
Contingency	**256,427**	**15,452,282**	
General Conditions & General Requirements	710,325		
GCs & GRs	**710,325**	**16,162,607**	
Preconstruction Services Fee	35,000		
CM Fee	897,493		5.250 %
Contractors Fee	**932,493**	**17,095,100**	
Total		***17,095,100***	

PROJECT CONFIDENTIAL

Property of Nabholz Construction Corporation Not for Duplication or Distribution

This document includes data that is deemed trade secret or proprietary to Nabholz and prepared in conjunction with the Project. This document is shared with the Project team solely for use on this Project consistent with the responsibilities of the Project team. The Recipients shall not duplicate, use, or disclose, in whole or in part, to any person, entity, or party outside the Project team without Nabholz' prior written authorization.

The following list of specifications as outlined in the Project Manual by Crafton Tull & Associates dated April 14, 2(are hereby incorporated into the GMP. Complete project manual is available for reference at the following link:

https://nabholz-

DIVISION 00 - PROCUREMENT & CONTRACTING REQUIREMENTS

006000 PROJECT FORMS
007300 SUPPLEMENTARY CONDITIONS

DIVISION 01 - GENERAL REQUIREMETNS

011000 SUMMARY
012600 CONTRACT MODIFICATION PROCEDURES
012900 PAYMENT PROCEDURES
013100 PROJECT MANAGEMENT & COORDINATION
013300 SUBMITTAL PROCEDURES
014000 QUALITY REQUIREMENTS
015000 TEMPORARY FACILITIES & CONTROLS
016000 PRODUCT REQUIREMENTS
017300 EXECUTION
017700 CLOSEOUT PROCEDURES
017900 CLOSEOUT PROCEDURES

DIVISION 03 - CONCRETE

033000 CAST-IN-PLACE CONCRETE

DIVISION 04 - MASONRY

42000 BRICK VENEER
42200 CONCRETE UNIT MASONRY
42300 GLASS UNIT MASONRY

DIVISION 05 - METALS

051200 STRUCTURAL STEEL FRAMING
055000 METAL FABRICATIONS

DIVISION 06 - WOODS< PLASTICS, & COMPOSITES

061000 ROUGH CARPENTRY
061516 WOOD ROOF DECKING
064116 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

DIVISION 07 - THERMAL & MOISTURE PROTECTION

071920 FLUID-APPLIED MEMBRANE AIR BARRIERS
072100 THERMAL INSULATION
072119 FOAMED-IN-PLACE INSULATION
074113 STANDING-SEAM METAL ROOF PANELS
074213 FORMED METAL WALL PANELS
075423 TPO ROOFING
076200 SHEET METAL FLASHING AND TRIM
077100 ROOF SPECIALTIES
079200 JOINT SEALANTS

DIVISION 08 - OPENINGS

081113 HOLLOW METAL DOORS AND FRAMES
083313 COILING COUNTER DOORS
083613 SECTIONAL DOORS

DRAFT COPY

DIVISION 09 - FINISHES

084113	METAL-FRAMED STOREFRONTS
085653	SECURITY WINDOWS
087100	FINISH HARDWARE
088000	GLAZING
092216	NON-STRUCTURAL METAL FRAMING
092900	GYPSUM BOARD
096513	RESILIENT BASE
099113	EXTERIOR PAINTING
099123	INTERIOR PAINTING
099600	HIGH-PERFOMANCE COATINGS

DIVISION 10 - SPECIALTIES

102113	PLASTIC TOILET COMPARTMENT DOORS
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES
104416	FIRE EXTINGUISHERS

DIVISION 13 - SPECIAL CONSTRUCTION

133419	METAL BUILDING SYSTEMS

DIVISION 22 - PLUMBING

220516	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING
220516	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING
220517	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING
220518	ESCUTCHEONS FOR PLUMBING PIPING
220519	METERS AND GAGES FOR PLUMBING PIPING
220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
220533	HEAT TRACING FOR PLUMBING PIPING
220548.13	VIBRATION CONTROLS FOR PLUMBING PIPING AND EQUIPMENT
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
220719	PLUMBING PIPING INSULATION
221116	DOMESTIC WATER PIPING
221119	DOMESTIC WATER PIPING SPECIALTIES
221316	SANITARY WASTE AND VENT PIPING
221319	SANITARY WASTE PIPING SPECIALTIES
223300	ELECTRIC, DOMESTIC-WATER HEATERS
224100	PLUMBING FIXTURES

DIVISION 23 - HEATING, VENTILATING, & AIR CONDITIONING (HVAC)

230517	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING
230518	ESCUTCHEONS FOR HVAC PIPING
230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
230533	HEAT TRACING FOR HVAC PIPING
230548.13	VIBRATION CONTROLS FOR HVAC
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC
230719	HVAC PIPING INSULATION
232300	REFRIGERANT PIPING
233416	CENTRIFUGAL HVAC FANS

DRAFT COPY

233713.13 AIR DIFFUSERS, REGISTERS AND GRILLES
238126 MINI SPLIT-SYSTEM AIR-CONDITIONERS
238239.19 WALL AND CEILING UNIT HEATERS

DIVISION 26 - ELECTRICAL

260000 GENERAL ELECTRICAL REQUIREMENTS
260519 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
260529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260533 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
260543 UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL
260544 SYSTEMS SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING
260553 IDENTIFICATION FOR ELECTRICAL SYSTEMS
260923 LIGHTING CONTROL DEVICES
262200 LOW-VOLTAGE TRANSFORMERS
262416 PANELBOARDS
262726 WIRING DEVICES
262816 ENCLOSED SWITCHES AND CIRCUIT BREAKERS
264313 SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER
265119 CIRCUITSLED INTERIOR LIGHTING
265619 LED EXTERIOR LIGHTING

DIVISION 31 - EARHTWORK

313116 TERMITE CONTROL
310000 SITE DEMOLITION
311000 SITE CLEARING
312000 EARTHWORK
312100 ROCK EXCAVATION
312200 EXCAVATION, BACKFILL, & COMPACTION FOR STRUCTURES
312300 EXCAVATION, BACKFILL, & COMPACTION FOR UTILITIES
312400 EXCAVATION, BACKFILL, & COMPACTION FOR PAVEMENT
312600 AGGREGATE MATERIALS
312700 SOIL STABILIZATION
312800 EROSION & SEDIMENTATION CONTROL (INCLUDING SWPPP)
312900 STONE PROTECTION (RIP-RAP)

DIVISION 32 - EXTERIOR IMPROVEMENTS

321206 BASE COURSE
321216 ASPHALTIC CONCRETE PAVING (MARSHALL MIX DESIGN)
321313 PORTLAND CEMENT CONCRETE PAVING
321323 PAVEMENT MARKINGS
321333 CURBS AND SIDEWALKS
323113 CHAIN LINK FENCES & GATES
328300 TRAFFIC SIGNS
328400 LANDSCAPE IRRIGATION SYSTEM
329200 TURF & GRASSES
329300 PLANTING

DIVISION 33 - UTILITIES

334100 STORM DRAINAGE

DRAFT COPY

The following plan sheets (furthermore refered to as The Construction Documents) by Crafton Tull Dated April, 18 2023 and June 5, 2023 are hereby incorporated into the GMP Amendment. Complete Construction Documents are available for download at the following link: https://nabholz-my.sharepoint.com/:f:/p/robert_wiggins/Eiqv76xtk4xAucVug-a8eFABHieVOYBdDljEIgNCydTzRw?e=EUwgGj

A-000	COVER PAGE
A-101	CONCESSION STAND PLAN AND ROOF PLAN
A-102	RCP CONCESSION STAND & FINISH SCHEDULE
A-103	MAINTENANCE BUILDING & PHASE I DOOR INFORMATION
A-201	CONCESSION STAND ELEVATIONS
A-202	MAINTENANCE ELEVATIONS
A-300	BUILDING SECTIONS
A-301	WALL SECTIONS
A-302	WALL SECTIONS
A-401	ENLARGED PLANS
A-403	INTERIOR ELEVATIONS - CONCESSION STAND
A-501	DETAILS
A-900	3D PERSPECTIVES
LSDP-202	ELEVATIONS - CONCESSION AND MAINTENANCE
1	City of Bentonville - Sanitary Sewer Details
2	City of Bentonville - Sanitary Sewer Details
3	City of Bentonville - Water Details 2
C-001	COVER SHEET
C-002	PROJECT CONTROL SHEET
C-003	DEMO PLAN A
C-004	DEMO PLAN B
C-005	PHASING PLAN
C-101	OVERALL SITE PLAN (C)
C-102	SITE PLAN A
C-103	SITE PLAN B
C-104	OVERALL UTILITY PLAN (C)
C-105	UTILITY PLAN A (C)
C-106	UTILITY PLAN B (C)
C-107	OVERALL GRADING PLAN
C-108	GRADING PLAN A
C-109	GRADING PLAN B
C-110	PAVING PLAN (C)
C-111	EROSION CONTROL PH I
C-112	EROSION CONTROL PH II
C-201	SANITARY SEWER LINE 1 P&P (C)
C-202	SANITARY SEWER SERVICE LINE 1 P&P 1 OF 2 (C)
C-203	SANITARY SEWER SERVICE LINE 1 P&P 2 OF 2 (C)
C-204	SANITARY SEWER SERVICE LINE 2 P&P 1 OF 2 (C)
C-205	SANITARY SEWER SERVICE LINE 2 P&P 2 OF 2 (C)
C-206	STORM SEWER LINE 1 & 2 P&P (C)
C-501	SITE DETAILS SHT. 1
C-502	SITE DETAILS SHT. 2

DRAFT COPY

C-503	PAVER DETAILS
C-504	DRAINAGE DETAILS 1 OF 3
C-505	DRAINAGE DETAILS 2 OF 3
C-506	DRAINAGE DETAILS 3 OF 3
C-507	EROSION CONTROL DETAILS SHT. 1
C-508	EROSION CONTROL DETAILS SHT. 2
C-509	EROSION CONTROL DETAILS SHT. 3
E-001	ELECTRICAL LEGEND
E-002	ELECTRICAL NOTES AND DETAILS
E-101	ELECTRCIAL PLAN - CONCESSION
E-102	ELECTRICAL PLAN - MAINTENANCE BLDG
E-104	ELECTRICAL PLAN - RESTROOM PAVILIONS
E-501	ELECTRICAL SCHEDULES AND RISER
E-502	PANEL SCHEDULES
E-503	PANEL SCHEDULES
ES-100	OVERALL SITE PLAN
ES-101	ELECTRICAL SITE PLAN B
ES-102	ELECTRICAL SITE PLAN D
G-000	Cover Page
G-001	SYMBOL LEGENDS, ABBREVIATIONS
G-002	CODE, LIFE SAFETY, FIRE SAFETY
G-003	STANDARD MOUNTING HEIGHTS
G-004	GENERAL NOTES
G-005	GENERAL NOTES
IR0	OVERALL IRRIGATION PLAN (C)
IR1	IRRIGATION PLAN (C)
IR2	IRRIGATION PLAN (C)
IR3	IRRIGATION PLAN (C)
IR4	IRRIGATION PLAN (C)
IR-501	IRRIGATION DETAILS 1 OF 2
L-101	OVERALL PLANTING PLAN (C)
L-102	PLANTING PLAN A (C)
L-103	PLANTING PLAN B (C)
L-104	PHASE 1B PLANTING PLAN (C)
L-501	LANDSCAPE PLANTING DETAILS
L-502	225 X 250 FIELD DETAILS (C)
L-503	275 X 300 FIELD DETAILS (C)
L-504	300 X 325 FIELD DETAILS (C)
L-505	FIELD EQUIPMENT SHEET 1 OF 4 (C)
L-506	FIELD EQUIPMENT SHEET 2 OF 4 (C)
L-507	FIELD EQUIPMENT SHEET 3 OF 4 (C)
L-508	FIELD EQUIPMENT SHEET 4 OF 4 (C)
LI-502	IRRIGATION DETAILS 2 OF 2
M-001	HVAC NOTES & LEGEND
M-002	MECHANICAL SPECIFICATIONS
M-003	MECHANICAL SPECIFICATIONS
M-100	OVERALL HVAC PLAN

DRAFT COPY

M-101	MECHANICAL PLAN - CONCESSION
M-102	MECHANICAL PLAN - MAINTENANCE BLDG
M-103	MECHANICAL PLAN - ENTRY PAVILION
M-104	MECHANICAL PLAN - RESTROOM PAVILIONS
M-501	MECHANICAL DETAILS
M-601	MECHANICAL SCHEDULES
P-001	PLUMBING TITLE SHEET
P-002	PLUMBING SPECIFICATIONS
P-003	PLUMBING SPECIFICATIONS
P-100	PLUMBING OVERALL DRAIN PLAN
P-101	PLUMBING DRAIN PLAN - CONCESSION
P-102	PLUMBING DRAIN PLAN - MAINTENANCE BLDG
P-103	PLUMBING DRAIN PLAN - ENTRY PAVILION
P-104	PLUMBING DRAIN PLAN - RESTROOM PAVILIONS
P-105	PLUMBING OVERALL SUPPLY PLAN
P-106	PLUMBING SUPPLY PLAN - ENTRY PAVILION
P-107	PLUMBING SUPPLY PLAN - RESTROOM PAVILIONS
P-108	PLUMBING SUPPLY PLAN - CONCESSION
P-109	PLUMBING SUPPLY PLAN - MAINTENANCE BLDG
P-501	PLUMBING EQUIPMENT DETAILS
P-601	PLUMBING SCHEDULES
S-001	GENERAL NOTES
S-002	GENERAL NOTES
S-003	SPECIAL INSPECTIONS
S-101	CONCESSION STAND FOUNDATION PLAN
S-102	CONCESSION STAND ROOF FRAMING PLAN
S-103	MAINTENANCE BUILDING FOUNDATION PLAN
S-104	ENTRY PAVILION FOUNDATION AND ROOF PLAN
S-105	RESTROOM PAVILIONS FOUNDATION AND ROOF PLAN
S-501	FOUNDATION DETAILS
S-502	FOUNDATION DETAILS
S-511	FRAMING DETAILS
S-601	CMU DETAILS
S-602	CMU DETAILS
S-611	CFS STUD DETAILS

DRAFT COPY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED GMP WITH NABHOLZ, IN THE AMOUNT OF SEVENTEEN MILLION NINETY-FIVE THOUSAND ONE HUNDRED DOLLARS ($17,095,100.00), FOR CONSTRUCTION OF PHILLIPS PARK; RECOGNIZING A CONTRIBUTION FROM VISIT BENTONVILLE, IN THE AMOUNT OF THREE MILLION DOLLARS ($3,000,000.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE AND APPROPRIATE FUNDS FOR THIS PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, Parks and Recreation staff has worked closely with Nabholz to design and create phases for the master planned park, therefore Nabholz is best suited for construction of the first phase;

WHEREAS, Visit Bentonville will contribute three million dollars ($3,000,000.00) over the next five (5) years to fund this project; and

WHEREAS, the remainder of this project is funded through budgeted Bond Monies and Impact Fees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: The Mayor and City Clerk are authorized to enter into a Memorandum of Understanding with Visit Bentonville to accept a total of three million dollars ($3,000,000.00) in funding for Phillips Park;

Section 2: The Mayor and City Clerk are authorized to enter into an amended GMP with Nabholz, in the amount of seventeen million ninety-five thousand one hundred dollars ($17,095,100.00), for construction management for the Phillips Park;

Section 3: The 2023 Budget is adjusted to recognize Visit Bentonville contributions in the total amount of three million dollars ($3,000,000.00) into Account #105030-37030 – Advertising & Promotion Contributions and appropriate the same into Account #105030-47390 – Improvements Other than Building/Other;

Section 4: The 2023 Budget is adjusted to recognize four hundred sixty-three thousand one hundred forty dollars ($463,140.00) of Impact Fees from Account #255020-49110 – Transfer Out -General to Account #105030-39192 – Transfer In – Impact/Capacity and appropriate the same into Account #105030-47390 – Improvements Other than Building/Other;

Section 5: The 2023 Budget is further adjusted to appropriate thirteen million six hundred seventy-seven thousand two hundred sixty dollars ($13,677,260.00) from General Fund Reserves into Account #105030-47390 – Improvement Other than Building/Other;

Section 6 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 7 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/12/2023	**Submitted By:**	David Wright, Parks and Recreation
Phone:	479.271.6813	**For Department(s):**	Parks and Recreation
Email:	dwright@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Geotech Testing Services Agreement for Phillips Park
Action Recommendation & Justification:	Resolution authorizing Mayor and City Clerk to enter into an agreement with GTS, in the amount of $45,300.00, for Geotech testing services for Phillips Park. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This agreement is funded with the remainder of the funds adjusted in the previous item.
Amount for Approval:	$ 45,300.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☑ **Other(s):** Impact Fees, Bond monies, donations

Budget Impact Notes for Consideration (Optional):

AGREEMENT FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

THIS AGREEMENT, effective as of this _____ day of _____ 2023, is by and between City of Bentonville ("Client") and GTS, Inc. ("Engineer").

THE PROJECT is understood to consist of:

Phillips Park Renovation in Bentonville, Arkansas.

THIS AGREEMENT consists of the appended documents which are incorporated herein by reference:

- GTS Proposal No. GTS12311072 (a/k/a Scope of Services)
- General Conditions for Construction Materials Testing and Special Inspection Services

Engineer agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	CLIENT:	ENGINEER:
Signature:		
Print Name:		David Berry, P.E.
Title:		Principal Engineer
Company:	City of Bentonville	GTS, Inc.
Address:		1915 N Shiloh Drive
		Fayetteville, Arkansas 72704
Date:		

1915 N. Shiloh Drive
Fayetteville, Arkansas 72704
Office: (479) 521-7645

Licensed:
Arkansas • Arizona • Kansas • Kentucky
Louisiana • Missouri • Oklahoma • Texas

GTS, Inc.
Geotechnical & Testing Services

www.gtsconsulting.net

August 14, 2023

City of Bentonville
215 SW A St.
Bentonville, Arkansas 72712

Attention: Mr. Wade Tomlinson, PLA MBA

Re: Construction Materials Testing Services Proposal
Phillips Park Renovation
Bentonville, Arkansas
Proposal No. GTS12311072

Mr. Tomlinson,

GTS, Inc. appreciates the opportunity to submit this proposal to perform Construction Materials Testing (CMT) and Special Inspections Services on the above-referenced project. This proposal contains our understanding of the project, our scope of services, and an estimate of the total fees anticipated for this project based on trips to the site.

PROJECT SUMMARY

The project site is located southeast of the intersection of SE C Street and SE 28th Street in Bentonville, Arkansas. GTS, Inc. understands that this project will consist of substantial renovations to the existing park including new restroom and service facility structures, new artificial turf-lined fields, and new parking and drive areas. GTS, Inc. understands that the project will be constructed in multiple phases and that construction of the structures will be performed in later phases.

GTS, Inc. was provided with the following documents to prepare this proposal:

- Project Geotechnical Report *KB225005 dated September 2, 2022*
- Project Bid Civil Drawings prepared by Crafton Tull dated June 6, 2023

GTS, Inc. was not provided with a specific project construction schedule, therefore, the number of trips to the project site are estimates. Once a specific project construction schedule becomes available and in order to provide a more accurate testing budget, we should be given the opportunity to review the schedule to compare to the scope defined in this proposal.

ANTICIPATED SCOPE OF SERVICES

GTS, Inc. has reviewed the project documents provided by your office. Based on these documents, our assumptions regarding the project schedule, and our experience on similar projects, CMT Services for this project are anticipated to include the following scope. Please review this scope carefully and contact GTS, Inc. if the number of trips planned to the site for testing and special inspections should increase or decrease based on your understanding of the project schedule.

GTS, Inc.
Geotechnical & Testing Services

PHASE 1A

Earthwork Testing

- Proofroll and subgrade evaluations and recommendations for undercutting and/or stabilization if required performed by engineering staff during site grading.
- Perform field density tests on fill materials beneath new planned structures and pavements.
- Perform laboratory classifications of proposed fill soils to determine their suitability and moisture-density relationships (proctor)

Estimated Trips

- 7 trips for engineering proofroll/subgrade evaluations as follows:
  - 4 trips for field and concourse areas
  - 3 trips for new pavement areas including pavement base course
- 40 trips for density testing by a technician as follows:
  - 28 trips for fields and concourse areas
  - 6 trips for pavement areas including pavement base course
  - 6 trips for utility trench backfill under pavements and sidewalk
- 4 Proctors with Classification to determine the suitability of proposed fill materials (for entirety of project)

Concrete Testing

- Perform cast-in-place concrete field-testing including casting of cylinders for testing of compressive strength and testing of slump, air content, and temperature
- Provide an on-site curing box for concrete specimens and perform site visits to pick-up concrete specimens for laboratory compressive strength testing (unless already on-site)
- Perform laboratory compressive strength tests on cured concrete cylinders.
- GTS, Inc. plans to sample 5 concrete cylinders per set for compressive strength testing.

Estimated Trips

Concrete Placements

- Curb and Gutter – 6 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Sidewalks – 5 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Concrete Paving – 3 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Junction Boxes – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Light Pole Bases – 12 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip

- Dugout Foundation Pours – 7 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip (assume 2 dugout foundations poured each trip
- 2' Tall Concrete Backstops – 7 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip (assume 1 trip per field)
- GTS, Inc. anticipates approximately half of the concrete placements will require additional trips to retrieve cured concrete specimens on days GTS, Inc. is not scheduled to be on-site – 22 trips

Asphalt Testing

- Obtain core samples of the in-place bituminous concrete pavement and verify proper thickness and density of the pavement materials
- Grout back core hole locations with non-shrink grout and black dye
- Perform laboratory tests and provide report for specific gravity on asphalt core samples

Estimated Trips

- 2 trips sampling a total of 6 asphalt cores

PHASE 1B

Earthwork Testing

- Proofroll and subgrade evaluations and recommendations for undercutting and/or stabilization if required performed by engineering staff during site grading.
- Perform field density tests on fill materials beneath new planned structures and pavements.

Estimated Trips

- 2 trips for engineering proofroll/subgrade evaluations in pavement areas
- 4 trips for density testing by a technician in new pavement areas including pavement base course

Concrete Testing

- Perform cast-in-place concrete field-testing including casting of cylinders for testing of compressive strength and testing of slump, air content, and temperature.
- Provide an on-site curing box for concrete specimens and perform site visits to pick-up concrete specimens for laboratory compressive strength testing (unless already on-site)
- Perform laboratory compressive strength tests on cured concrete cylinders.
- GTS, Inc. plans to sample 5 concrete cylinders per set for compressive strength testing.

Estimated Trips

Concrete Placements

- Curb and Gutter – 4 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip

GTS, Inc.
Geotechnical & Testing Services

- Sidewalks – 3 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Concrete Paving – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- GTS, Inc. anticipates approximately half of the concrete placements will require additional trips to retrieve cured concrete specimens on days GTS, Inc. is not scheduled to be on-site – 5 trips

Asphalt Testing

- Obtain core samples of the in-place bituminous concrete pavement and verify proper thickness and density of the pavement materials
- Grout back core hole locations with non-shrink grout and black dye
- Perform laboratory tests and provide report for specific gravity on asphalt core samples

Estimated Trips

- 1 trip sampling a total of 3 asphalt cores

PHASE 2

Earthwork Testing

- Proofroll and subgrade evaluations and recommendations for undercutting and/or stabilization if required performed by engineering staff during site grading.
- Perform field density tests on fill materials beneath new planned structures and pavements.

Estimated Trips

- 1 trip for engineering proofroll/subgrade evaluations in field and concourse areas
- 4 trips for density testing by a technician

Concrete Testing

- Perform cast-in-place concrete field-testing including casting of cylinders for testing of compressive strength and testing of slump, air content, and temperature.
- Provide an on-site curing box for concrete specimens and perform site visits to pick-up concrete specimens for laboratory compressive strength testing (unless already on-site)
- Perform laboratory compressive strength tests on cured concrete cylinders.
- GTS, Inc. plans to sample 5 concrete cylinders per set for compressive strength testing.

Estimated Trips

Concrete Placements

- Sidewalks – 3 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip

GTS, Inc.
Geotechnical & Testing Services

- GTS, Inc. anticipates all of the concrete placements will require additional trips to retrieve cured concrete specimens on days GTS, Inc. is not scheduled to be on-site – 3 trips

COST ESTIMATE

Based on the information outlined in this proposal, GTS estimates Testing and Special Inspection Services for this project to be approximately **$41,200**. We feel that a budget of *$45,300.00* should cover all contingencies.

*Services requested for this project included in the scope outlined above and any scope not included, will be billed based on GTS Inc.'s current standard unit rate sheets at the time of testing/observations are performed.

CLOSING

We appreciate the opportunity to provide this estimate to you. Please contact us if you have any questions regarding the information provided in this proposal.

Sincerely,

GTS, Inc.
Geotechnical & Testing Services

[redacted]

Zack McDonald
CMT Project Manager

[redacted]

David Berry, P.E.
Project Engineer

GTS, Inc.
Geotechnical & Testing Services

GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which Engineer is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Engineer as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Engineer will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If Engineer provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Engineer on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Engineer will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Engineer's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against Engineer resulting from its failure to perform recommended additional Services that Client has not authorized Engineer to perform, and any claim that Engineer failed to perform services that Client instructs Engineer not to perform.

2.3.2. Biological Pollutants. Engineer's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Engineer's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Engineer has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Engineer from all claims by any third party concerning Biological Pollutants, except for damages caused by Engineer's sole negligence.

3. PAYMENTS TO ENGINEER

3.1. Basic Services. Engineer will perform all Services set forth in the attached SCOPE OF SERVICES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Engineer will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Engineer. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Engineer shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Engineer at the rates set forth in the FEES SECTION OF THE SCOPE OF SERVICES.

3.4.1. Changes to Rates. Client and Engineer agree that the FEES SECTION OF THE SCOPE OF SERVICES is subject to periodic review and amendment, as appropriate to reflect Engineer's then-current fee structure. Engineer will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure

within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Engineer and Client cannot agree upon a new fee structure within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Engineer in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Engineer from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due within 30 days after receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. Engineer offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Engineer may perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Engineer's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Engineer and that Engineer does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Engineer's SCOPE OF SERVICES includes observation and/or testing during the course of construction, Engineer may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Engineer will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as Engineer deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Engineer may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Engineer may not be on site continuously; and, unless expressly agreed otherwise, Engineer will not observe all of the Work.

6.1.2. Contractor's Performance. Engineer does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Engineer's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Engineer be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Engineer.

6.1.3. Contractor's Responsibilities. Engineer will not supervise, direct or have control over the Work nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, Engineer will provide Client with a written report summarizing the tests and observations, if any, made by Engineer.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, Engineer will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Engineer will review such submittals solely for general conformance with Engineer's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by Engineer on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Engineer's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Engineer in any manner necessary and within its ability to facilitate Engineer's performance under this Agreement.

7.2. Representation. Designate a representative with authority to receive all notices and information pertaining to agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Engineer to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Engineer will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Engineer's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Engineer with all information and documents in Client's possession or knowledge which are relevant to Engineer's Services. Client warrants the accuracy of any information supplied by it to Engineer, and acknowledges that Engineer is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Engineer of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Engineer, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Engineer to any such structure or utility not so designated. Engineer is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Engineer.

8. CHANGED CONDITIONS

If Engineer discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Engineer will notify Client in writing of the Changed Conditions. Client and Engineer agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Engineer and Client cannot agree upon amended terms and conditions within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that Engineer's Services under this Agreement are limited to geotechnical engineering and that Engineer has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that Engineer execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Engineer believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Engineer believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Engineer has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Engineer is limited to an expression of professional opinion based upon the Services performed by Engineer, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of Engineer, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Engineer Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Engineer under this Agreement or $50,000 whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Engineer's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Engineer and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Engineer's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.

11.3. Consequential Damages. Neither Client nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Engineer provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Engineer's Insurance. Engineer will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of $1,000,000;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of $1,000,000 for bodily injury per person, $1,000,000 property damage, and $1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of $1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Engineer as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Engineer and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, Engineer and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Engineer's Documents. Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by Engineer are solely for use by Client and will not be provided by either party to any other person or entity without Engineer's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Consultant's electronic Documents and media will conform to Consultant's standards. Consultant will provide any requested electronic Documents for a 30-day acceptance period, and Consultant will correct any defects reported by Client to Consultant during this period. Consultant makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Engineer provides laboratory testing or analytic Services, Engineer will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Engineer, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

Engineer will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Engineer

may subcontract for the services of others without obtaining Client's consent if Engineer deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Engineer. Engineer may terminate this Agreement if Client suspends Engineer's Services for more than 60 days and Client will pay Engineer as set forth under Section 18, "Termination." If Client suspends Engineer's Services, or if Client or others delay Engineer's Services, Client and Engineer agree to equitably adjust: (1) the time for completion of the Services; and (2) Engineer's compensation in accordance with Engineer's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Engineer for demobilization and subsequent remobilization.

17.2. Liability. Engineer is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Engineer's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Engineer and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Engineer's material breach of this Agreement, Client will pay Engineer for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Engineer's then current FEES SECTION OF THE SCOPE OF SERVICES.

19. DISPUTES

19.1. Mediation. All disputes between Engineer and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Engineer's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GTS, INC., IN THE AMOUNT OF FORTY-FIVE THOUSAND THREE HUNDRED DOLLARS ($45,300.00), FOR GEOTECH TESTING AND INSPECTION FOR PHILLIPS PARK; AND FOR OTHER PURPOSES.

WHEREAS, construction is ready to begin on the first phase of Phillips Park;

WHEREAS, GTS, Inc., will perform the Geotech testing and inspection for the project; and

WHEREAS, this agreement is funded with the previous budget adjustment for the overall construction project, which is funded with bond monies, impact fees, and Visit Bentonville contributions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with GTS, Inc, in the amount of forty-five thousand three hundred dollars ($45,300.00), for testing and inspection of Phillips Park;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/12/2023	**Submitted By:**	Preston Newbill
Phone:	479-271-3143	**For Department(s):**	water
Email:	pnewbill@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Water Department Contracted Services
Action Recommendation & Justification:	Resolution approving a budget adjustment in the amount of $192,086.20 which includes $105,880.00 for directional boring services through the annual IFB 22-68 boring contract and $86,206.20 for contracted water system repairs through the annual IFB-23-38 IDIQ Water and Sewer Maintenance contract. Utility Board Approve 5-0. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	The contracted services above were not budgeted because we haven't outsourced these services prior to this year. We are using this option to help us manage the increased work load associated with the water system repairs without adding additional personnel. This budget adjustment was anticipated and we will adjust the 2024 budget to include these expenses now that we have an idea of the annual expense. This will be funded from Utility Fund Reserves.
Amount for Approval:	$ 192,086.20

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503020-44450	Pub Works by Proj Maint	$ 192,086.20	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

PO Number	Fiscal Year	Description	Status	Open Amount	Total Amount	Vendor	Vendor Name	Department
22304413	2023	SH-BORES/CAPRINGTON, FAIRVIEW, NW TURNER IFB-22-68	Printed	$6,900.00	$6,900.00	10535	CALCON, INC.	Water
22304297	2023	SH - 4" BORE IFB - 22-68	Closed	$0.00	$3,285.00	10535	CALCON, INC.	Water
22304234	2023	SH - BORES IFB 22-68	Printed	$2,400.00	$4,550.00	10535	CALCON, INC.	Water
22304091	2023	SH -2" & 2- 4" BORES	Printed	$2,400.00	$7,600.00	10535	CALCON, INC.	Water
22304010	2023	KA-Directional Bores	Printed	$2,700.00	$11,250.00	10535	CALCON, INC.	Water
22303773	2023	SH - BORE @1202 SE 21ST ST	Printed	$2,250.00	$2,250.00	10535	CALCON, INC.	Water
22303712	2023	SH - BORE @ 5606 SW GUNSTOCK	Closed	$0.00	$2,700.00	10535	CALCON, INC.	Water
22303576	2023	SH - 2 - BORES / 212 RIDGEFIELD ST / 202 SE 12TH S	Printed	$2,300.00	$4,800.00	10535	CALCON, INC.	Water
22303394	2023	SH - BORE 3208 CARDINAL CREEK	Closed	$0.00	$3,575.00	10535	CALCON, INC.	Water
22303208	2023	AH - 2" DIRECTIONS BORE DIRT 5560 ADAMS RD	Closed	$0.00	$1,880.00	10535	CALCON, INC.	Water
22302663	2023	SH - 4" DIRECTIONALBORE (DIRT) 2510 SW CHOCTAW ST	Closed	$0.00	$2,250.00	10535	CALCON, INC.	Water
22302458	2023	SH - 2" directional bore (rock) IFB-22-68	Closed	$0.00	$2,050.00	10535	CALCON, INC.	Water
22302372	2023	SH - 5 BORES ON HOLLY DR	Printed	$2,000.00	$11,200.00	10535	CALCON, INC.	Water
22302165	2023	SH - 4" BORE 3002 SW OAKLEIGH RD	Closed	$0.00	$2,100.00	10535	CALCON, INC.	Water
22302056	2023	SH - BORE 25056 SW GLEN RIDGE RD	Closed	$0.00	$2,880.00	10535	CALCON, INC.	Water
22301982	2023	SH - BORE 3 APPRESSES IFB 22-68	Closed	$0.00	$9,660.00	10535	CALCON, INC.	Water
22301825	2023	SH - BORE 2105 AND 2110 SE 18TH ST	Closed	$0.00	$4,240.00	10535	CALCON, INC.	Water
22301634	2023	SH - BORE 2711 SW 8TH ST IFB 22-68	Closed	$0.00	$2,650.00	10535	CALCON, INC.	Water
22301517	2023	SH - ROAD BORE 1905 SW D ST / IFB 22-68	Closed	$0.00	$2,000.00	10535	CALCON, INC.	Water
22301359	2023	SH -4" BORE 2904 SW WARBERRY IFB 22-68	Closed	$0.00	$2,520.00	10535	CALCON, INC.	Water
22301226	2023	SH - 4803/4805 SW RIDGMONT ROAD BORE IFB 22-68	Closed	$0.00	$2,500.00	10535	CALCON, INC.	Water
22300871	2023	SH - Bore @ 3203 NW APPLE HARVEST WO#1056497	Closed	$0.00	$2,150.00	10535	CALCON, INC.	Water
22300864	2023	SH - BORE @ 3502 SW DEERFIELD WO#1053003	Closed	$0.00	$2,150.00	10535	CALCON, INC.	Water
22300622	2023	SH - ROAD BORE 3604 DEERFIEL IFB -22-68	Closed	$0.00	$2,250.00	10535	CALCON, INC.	Water
22300341	2023	Jimmy - Directional Bore	Closed	$0.00	$6,490.00	10535	CALCON, INC.	Water
					$105,880.00			

IFB-23-38 IDIQ CONTRACT: WORK ASSIGNMENT FORM

WORK ASSIGNMENT #: WD001

DATE OF ISSUANCE: 6-30-2023

DEPARTMENT ISSUING WORK ASSIGNMENT: Water Department 3020

CITY CONTACT FOR WORK ASSIGNMENT:

Name: Shawn Herrington Phone: 479-644-4158 Email: sherrington@bentonvillear.com

Contact Notes:

Summary/Narrative of Scope of Work:

See attached work assignment information.

Design Documents (check applicable):

__X__ Attached to Work Assignment (or in email) ____ Will be proved by _____(date)

Date Work Shall Begin:

7/17/23

Date Work Shall be Substantially Complete (Specify NA if not using substantial completion):

N/A 7/31/23

Date Work Shall be 100% Complete:

7/31/23

Other Requirements (optional):

Estimated Cost for Work Assignment:

$26,096.00

Signatures (REQUIRED):

[redacted]_____**Contractor as Acknowledged and Compliant**

_____**City Contact as Approved and Issued**

*Attach additional Work Assignment information following this document.

IDIQ Work Assignments

Date	6/30/2023	
Address		Scope of Work
4510 SW Alfalfa		Water leak, upgrade service line, road bore, yard work repair
4508 SW Alfalfa		Water leak, upgrade service line, road bore, yard work repair
3505 SW Cranbrook		Water leak, upgrade service line, road bore, yard work repair
1203 SW Cabriolet		Water leak, upgrade service line, road bore, yard work repair

WF1077885/ 001 CITY OF BENTONVILLE PAGE 1

REQ. DATE: 05/10/23 05/10/23 8:20:24
LOCATION: 4508 SW ALFALFA AVE M LOC ID: 158188
SUBDIVISION: ROLLING ACRES SUB PHASE 1 00683 LOC. ZIP: 72713
GEN. LOC.: COMP DATE: 05/10/23
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: Jimmy ORIGIN: INTERNAL
REQ USER: JIMMY AUTH USER: JIMMY WRK TYPE: ROUTINE
4508 SW ALFALFA UPGRADE LEAKING SERVICE

PRIMARY CONTACT INFORMATION
Jimmy ( ) ( ) ( ) ( )
4508 SW ALFALFA AVE M
BENTONVILLE, AR 72713

Bore

4508 SW ALFALFA UPGRADE LEAKING SERVICE
CATEGORY: WD REPAIRS WDRP
TASK: REPAIR LEAK & UPGRADE RPWU **READY**
DEPT: WATER 3020
SCHED START: 05/10/23 SCHED COMPLETION: 05/10/23

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

LABOR DATE	EMPLOYEE	HRS	OT	EQUIPMENT NUMBER	HRS	MATERIAL ITEM	QTY	COST

WF1077886/ 001 CITY OF BENTONVILLE PAGE 1

REQ. DATE: 05/10/23 05/10/23 8:21:43
LOCATION: 4510 SW ALFALFA AVE M LOC ID: 158190
SUBDIVISION:ROLLING ACRES SUB PHASE 1 00683 LOC. ZIP: 72713
GEN. LOC.: COMP DATE: 05/10/23
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: Jimmy ORIGIN: INTERNAL
REQ USER: JIMMY AUTH USER:JIMMY WRK TYPE:ROUTINE
4510 SW ALFALFA UPGRADE LEAKING SERVICE

==========

PRIMARY CONTACT INFORMATION
Jimmy ( ) ( ) ( ) ( )
4510 SW ALFALFA AVE M
BENTONVILLE, AR 72713

Bore

==========

4510 SW ALFALFA UPGRADE LEAKING SERVICE
CATEGORY: WD REPAIRS WDRP
TASK: REPAIR LEAK & UPGRADE RPWU **READY**
DEPT: WATER 3020
SCHED START:05/10/23 SCHED COMPLETION: 05/10/23

==========

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

==========

--------LABOR-------			---EQUIPMENT--		---------- MATERIAL ----------		
DATE EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST

3

WF1075860/ 001 CITY OF BENTONVILLE PAGE 1

REQ. DATE: 04/27/23 04/27/23 15:13:09
LOCATION: 1203 SW CABRIOLET ST M LOC ID: 150768
SUBDIVISION: CARRIAGE SQUARE SUBDIVISION 00587 LOC. ZIP: 72712
GEN. LOC.: COMP DATE: 04/27/23
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: Jimmy ORIGIN: INTERNAL
REQ USER: JIMMY AUTH USER: JIMMY WRK TYPE: ROUTINE
1203 SW CABRIOLET REPAIR LEAK IN GRASS

PRIMARY CONTACT INFORMATION
Jimmy ( ) ( ) ( ) ( )
1203 SW CABRIOLET ST M
BENTONVILLE, AR 72712

Main on opposite side of the street. Check for bore option

1203 SW CABRIOLET REPAIR LEAK IN GRASS
CATEGORY: WD REPAIRS WDRP
TASK: REPAIR WATER SERVICE RWS **READY**
DEPT: WATER 3020
SCHED START: 04/27/23 SCHED COMPLETION: 04/27/23

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

LABOR			EQUIPMENT		MATERIAL		
DATE EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST

N on Elm Tree
W on Carriageway
S on Cabriolet

WF1057295/ 001 CITY OF BENTONVILLE PAGE 1

REQ. DATE: 12/07/22 12/07/22 14:34:35
LOCATION: 3505 SW CRANBROOK AVE M LOC ID: 171448
SUBDIVISION: RIVERWALK FARM ESTATES PHASE 4 00772 LOC. ZIP: 72713
GEN. LOC.: WARD 3 - SOUTHWEST COMP DATE: 12/07/22
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: Jimmy ORIGIN: INTERNAL
REQ USER: JIMMY AUTH USER: JIMMY WRK TYPE: ROUTINE
3505 SW CRANBROOK REPAIR LEAK

PRIMARY CONTACT INFORMATION
Jimmy ( ) ( ) ( ) ( )
3505 SW CRANBROOK AVE M
BENTONVILLE, AR 72713

LONG SIDE BORE

3505 SW CRANBROOK REPAIR LEAK
CATEGORY: WD REPAIRS WDRP
TASK: REPAIR WATER SERVICE RWS **READY**
DEPT: WATER 3020
SCHED START: 12/07/22 SCHED COMPLETION: 12/07/22

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

--------LABOR-------			---EQUIPMENT--		---------- MATERIAL ----------		
DATE EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 7/6/2023
Sales Tax %:

Addition

Scope of Work Description:

1203 SW Cabriolet
Leak, upgrade service line, road bore, yard repair

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#25	Install New service line	LF	55	$12.00	$660.00								$660.00
#41	Exc. 2-6,0-10	EA	1	$1,525.00	$1,525.00								$1,525.00
#40	Exc. 0-2,0-10	EA	1	$700.00	$700.00								$700.00
#9	Install Sod (Bermuda)	SY	190	$8.00	$1,520.00								$1,520.00
#11	Top Soil	SY	190	$10.60	$2,014.00								$2,014.00
Subtotals					$6,419.00		0.0	$0.00		0.0		$0.00	$6,419.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$6,419.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: iDiQ
Date: 7/6/2023
Sales Tax %:

Addition

Scope of Work Description:

4510 SW Alfalfa
Leak, Upgrade service line. Road bore, yard work repair

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#25	New line replace	LF	50	$12.00	$600.00								$600.00
#41	Exc. 2'-6', 0'-10'	EA	1	$1,525.00	$1,525.00								$1,525.00
#40	Exc. 0-2,0-10	EA	1	$700.00	$700.00								$700.00
#9	Install Sod (Bermuda)	SY	190	$8.00	$1,520.00								$1,520.00
#11	Top soil (under 200)	SY	190	$10.60	$2,014.00								$2,014.00
Subtotals					$6,359.00		0.0	$0.00		0.0		$0.00	$6,359.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$6,359.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 7/6/2023
Sales Tax %:

Addition

Scope of Work Description:

4508 SW Alfalfa
Leak, upgrade service line, road bore, yard repair

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#25	Install new service line	LF	50	$12.00	$600.00								$600.00
#41	Exc. 2-6,0-10	EA	1	$1,525.00	$1,525.00								$1,525.00
#40	Exc.0-2,0-10	EA	1	$700.00	$700.00								$700.00
#9	Install sod (Bermuda)	SY	190	$8.00	$1,520.00								$1,520.00
#11	Top Soil	SY	190	$10.60	$2,014.00								$2,014.00
Subtotals					$6,359.00		0.0	$0.00		0.0		$0.00	$6,359.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$6,359.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 7/6/2023
Sales Tax %:

Addition

Scope of Work Description:

3505 SW Cranbrook
Leak, upgrade service line, road bore, yard repair
Additional service line replacement at 3503 SW Cranbrook

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#25	Install new service line	LF	50	$12.00	$600.00								$600.00
#41	Exc. 2-6,0-10	EA	1	$1,525.00	$1,525.00								$1,525.00
#40	Exc. 0-2,0-10	EA	1	$700.00	$700.00								$700.00
#9	Install sod (Bermuda)	SY	190	$8.00	$1,520.00								$1,520.00
#11	Top Soil	SY	190	$10.60	$2,014.00								$2,014.00
#25	Install new service line	LF	50	$12.00	$600.00								$600.00
Subtotals					$6,959.00		0.0	$0.00		0.0		$0.00	$6,959.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$6,959.00

PAGE 1 OF 1

IFB-23-38 IDIQ CONTRACT: WORK ASSIGNMENT FORM

WORK ASSIGNMENT #: WD002

DATE OF ISSUANCE: 8-8-2023

DEPARTMENT ISSUING WORK ASSIGNMENT: Water Department 3020

CITY CONTACT FOR WORK ASSIGNMENT:

Name: Shawn Herrington Phone: 479-644-4158 Email: sherrington@bentonvillear.com

Contact Notes:

Concrete repairs

Summary/Narrative of Scope of Work:

See attachment

Design Documents (check applicable):

__X__ Attached to Work Assignment (or in email) ____ Will be proved by _____(date)

Date Work Shall Begin:

8/31/23

Date Work Shall be Substantially Complete (Specify NA if not using substantial completion):

N/A

Date Work Shall be 100% Complete:

9/15/23

Other Requirements (optional):

Estimated Cost for Work Assignment:

$18,585.00

Signatures (REQUIRED):

[redacted]_____**Contractor as Acknowledged and Compliant**

[redacted]_____**City Contact as Approved and Issued**

*Attach additional Work Assignment information following this document.

IDIQ Work Assignments

Date	8/8/2023	
Address		Scope of Work
1801 SE J		Repair concrete sidewalk
206 Somerset		Repair concrete sidewalk
1206 SW Eventide		Repair concrete sidewalk
5606 SW Gunstock		Repair concrete sidewalk
5809 SW Knotty Pine		Repair concrete sidewalk
3601 Cardinal Ln		Repair concrete sidewalk
3505 SW Daybreak		Repair concrete sidewalk
4505 SW Marble		Repair concrete sidewalk
6806 SW Whitmarsh		Repair concrete sidewalk
4400 SW Comstock		Repair concrete sidewalk
Hydrant#0551 Woods Creek Rd		Repair concrete sidewalk

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/22/2023
Sales Tax %:

Addition

Scope of Work Description:

Driveway repair, Concrete Demo, Curb repair, Curb demo

206 Somerset
WD002

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#15	Construct Driveway	SY	25	$145.00	$3,625.00								$3,625.00
#1	Concrete Demo	SY	25	$45.00	$1,125.00								$1,125.00
#13	Construct Curb	LF	12	$120.00	$1,440.00								$1,440.00
#5	Curb Demo	LF	12	$60.00	$720.00								$720.00
Subtotals					$6,910.00		0.0	$0.00		0.0		$0.00	$6,910.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$6,910.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/22/2023
Sales Tax %:

Addition

Scope of Work Description:

Sidewalk repair

1206 SW Eventide
WD002

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#14	Construct Sidewalk	SY	12	$122.00	$1,464.00								$1,464.00
Subtotals					$1,464.00		0.0	$0.00		0.0		$0.00	$1,464.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$1,464.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/22/2023
Sales Tax %:

Addition

Scope of Work Description:

Sidewalk Repair, Concrete demo

1801 SE J Street
WD002

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#14	Construct Sidewalk	SY	14	$122.00	$1,708.00								$1,708.00
#1	Concrete Demo	SY	14	$45.00	$630.00								$630.00
Subtotals					$2,338.00		0.0	$0.00		0.0		$0.00	$2,338.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$2,338.00

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/22/2023
Sales Tax %:

Addition

Scope of Work Description:

Sidewalk repair

3505 SW Daybreak
WD002

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
i#14	Construct Sidewalk	SY	4	$122.00	$488.00								$488.00
Subtotals					$488.00		0.0	$0.00		0.0		$0.00	$488.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$488.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/22/2023
Sales Tax %:

Addition

Scope of Work Description:

Sidewalk repair

3601 Cardinal Ln
WD002

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#14	Construct Sidewalk	SY	15	$122.00	$1,830.00								$1,830.00
Subtotals					$1,830.00		0.0	$0.00		0.0		$0.00	$1,830.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$1,830.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/22/2023
Sales Tax %:

Addition

Scope of Work Description:

Sidewalk repair, Sidewalk Demo

4400 SW Comstock
WD002

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#14	Construct Sidewalk	SY	7	$122.00	$854.00								$854.00
#1	Concrete Demo	SY	7	$45.00	$315.00								$315.00
Subtotals					$1,169.00		0.0	$0.00		0.0		$0.00	$1,169.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$1,169.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/22/2023
Sales Tax %:

Addition

Scope of Work Description:

Sidewalk repair, Sidewalk demo

4505 SW Marble

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#14	Construct Sidewalk	SY	8	$122.00	$976.00								$976.00
#1	Concrete Demo	SY	5	$45.00	$225.00								$225.00
Subtotals					$1,201.00		0.0	$0.00		0.0		$0.00	$1,201.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$1,201.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/22/2023
Sales Tax %:

Addition

Scope of Work Description:

Sidewalk repair

5606 SW Gunstock
WD002

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#14	Construct Sidewalk	SY	6	$122.00	$732.00								$732.00
Subtotals					$732.00		0.0	$0.00		0.0		$0.00	$732.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$732.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/22/2023
Sales Tax %:

Addition

Scope of Work Description:

Sidewalk repair, Sidewalk demo

5809 SW Knotty Pine
WD002

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#14	Construct Sidewalk	SY	7	$122.00	$854.00								$854.00
#1	Concrete Demo	SY	3	$45.00	$135.00								$135.00
Subtotals					$989.00		0.0	$0.00		0.0		$0.00	$989.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$989.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/22/2023
Sales Tax %:

Addition

Scope of Work Description:

Sidewalk repair

6806 SW Whitmarsh
WD002

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#14	Construct Sidewalk	SY	6	$122.00	$732.00								$732.00
Subtotals					$732.00		0.0	$0.00		0.0		$0.00	$732.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$732.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/22/2023
Sales Tax %:

Addition

Scope of Work Description:

Sidewalk Repair

Woods Creek Hydrant
WD002

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#14	Construct Sidewalk	SY	6	$122.00	$732.00								$732.00
Subtotals					$732.00		0.0	$0.00		0.0		$0.00	$732.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$732.00

PAGE 1 OF 1

REQ. DATE: 03/13/23 03/13/23 10:16:28
GEN. LOC.: COMP DATE: 03/13/23
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: BOB FORESEE ORIGIN: INTERNAL
REQ USER: SHAWNH AUTH USER:SHAWNH WRK TYPE:ROUTINE
WOODS CREEK FIRE HYDRANT #0551 - REPLACE CONCRETE

PRIMARY CONTACT INFORMATION
BOB FORESEE ( ) ( ) ( ) ( )
~~25~~ 50 sq. ft. OFF WOODS CREEK RD IN DIP

WOODS CREEK FIRE HYDRANT #0551 - REPLACE CONCRETE
CATEGORY: WD MAINTENANCE WDMT
TASK: REPLACE CONCRETE RPCC **READY**
DEPT: WATER 3020
SCHED START:03/13/23 SCHED COMPLETION: 03/13/23

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

--------LABOR-------			---EQUIPMENT--		---------- MATERIAL ----------		
DATE EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST

WF1086743/ 001 CITY OF BENTONVILLE PAGE 1

REQ. DATE: 07/03/23 07/03/23 9:02:22
LOCATION: 1801 SE J ST M LOC ID: 156408
SUBDIVISION: SCHOOL SUBDIVISION 00382 LOC. ZIP: 72712
GEN. LOC.: WARD 4 - SOUTHEAST COMP DATE: 07/03/23
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: JON BELVIN ORIGIN: INTERNAL
REQ USER: AMANDAH AUTH USER: AMANDAH WRK TYPE: ROUTINE
1801 SE J ST/ concrete work / 10x10 sidewalk

==========

PRIMARY CONTACT INFORMATION
JON BELVIN ( ) ( ) ( ) ( )
1801 SE J ST M
BENTONVILLE, AR 72712

≈ 100 sq ft.

==========

1801 SE J ST/ concrete work / 10x10 sidewalk
CATEGORY: WD REPAIRS WDRP
TASK: REPAIR SIDEWALK RPSW **READY**
DEPT: WATER 3020
SCHED START: 07/03/23 SCHED COMPLETION: 07/03/23

==========

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

==========

LABOR			EQUIPMENT		MATERIAL		
DATE EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST

WF1090758/ 001 CITY OF BENTONVILLE

REQ. DATE: 07/27/23
LOCATION: 206 SOMERSET M
SUBDIVISION:
GEN. LOC.:
REQ DEPT: WATER
REQUESTOR: BOB FORESEE
REQ USER: SHAWNH AUTH USER:SHAWNH

07/27/23 13:09:14
LOC ID: 143626
LOC. ZIP: 72712
COMP DATE: 07/27/23
PRIORITY: MEDIUM
ORIGIN: INTERNAL
WRK TYPE:ROUTINE

206 SOMERSET - REPLACE CONCRETE DRIVEWAY APPROACH

==========

PRIMARY CONTACT INFORMATION
BOB FORESEE ( ) ( ) ( ) ( )
206 SOMERSET M
BENTONVILLE, AR 72712

~ 225 sq. ft. with two radius curbs.

==========

206 SOMERSET - REPLACE CONCRETE DRIVEWAY APPROACH
CATEGORY: WD MAINTENANCE WDMT
TASK: REPLACE CONCRETE RPCC **READY**
DEPT: WATER 3020
SCHED START:07/27/23 SCHED COMPLETION: 07/27/23

JOB ORDER INSTRUCTIONS
13' X 15' WITH TWO 7' CURB AND GUTTER WINGS

==========

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

==========

LABOR			EQUIPMENT		MATERIAL		
DATE EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST

WF1066733/ 001 CITY OF BENTONVILLE PAGE 1

REQ. DATE: 02/27/23 02/27/23 13:13:10
LOCATION: 1206 SW EVENTIDE ST M LOC ID: 170016
SUBDIVISION: LONESOME POND SUBDIVISION 00638 LOC. ZIP: 72712
GEN. LOC.: WARD 3 - SOUTHWEST COMP DATE: 02/27/23
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: JON BELVIN ORIGIN: INTERNAL
REQ USER: SHAWNH AUTH USER:SHAWNH WRK TYPE:ROUTINE
1206 SW EVENTIDE ST - REPLACE CONCRETE SIDEWALK

PRIMARY CONTACT INFORMATION
JON BELVIN ( ) ( ) ( ) ( )
1206 SW EVENTIDE ST M
BENTONVILLE, AR 72712

≈ 100 sq. ft.

1206 SW EVENTIDE ST - REPLACE CONCRETE SIDEWALK
CATEGORY: WD MAINTENANCE WDMT
TASK: REPLACE CONCRETE RPCC **READY**
DEPT: WATER 3020
SCHED START: 02/27/23 SCHED COMPLETION: 02/27/23

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

LABOR			EQUIPMENT		MATERIAL		
DATE EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST

WF1084308/ 001 CITY OF BENTONVILLE

REQ. DATE: 06/16/23 06/16/23 13:19:33
LOCATION: 5606 SW GUNSTOCK RD M LOC ID: 162228
SUBDIVISION: NORTH FORK ADDITION 00711 LOC. ZIP: 72713
GEN. LOC.: WARD 3 - SOUTHWEST COMP DATE: 06/16/23
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: MIKE MAHURIN ORIGIN: INTERNAL
REQ USER: SHAWNH AUTH USER: SHAWNH WRK TYPE: ROUTINE
5606 SW GUNSTOCK RD - REPLACE CONCRETE

PRIMARY CONTACT INFORMATION
MIKE MAHURIN ( ) ( ) ( ) ( )
5606 SW GUNSTOCK RD M
BENTONVILLE, AR 72713

Gunstock 10 x 5 50 sq. ft.

5606 SW GUNSTOCK RD - REPLACE CONCRETE
CATEGORY: WD MAINTENANCE WDMT
TASK: REPLACE CONCRETE RPCC **READY**
DEPT: WATER 3020
SCHED START: 06/16/23 SCHED COMPLETION: 06/16/23

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

LABOR			EQUIPMENT		MATERIAL		
DATE EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST

WF1091330/ 001 CITY OF BENTONVILLE

REQ. DATE: 07/31/23 07/31/23 7:31:25
LOCATION: 5809 SW KNOTTY PINE RD M LOC ID: 162412
SUBDIVISION: NORTH FORK ADDITION 00711 LOC. ZIP: 72713
GEN. LOC.: WARD 3 - SOUTHWEST COMP DATE: 07/31/23
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: SHAWN HERRINGTON ORIGIN: INTERNAL
REQ USER: SHAWNH AUTH USER: SHAWNH WRK TYPE: ROUTINE
5809 SW KNOTTY PINE RD - REPLACE CONCRETE

PRIMARY CONTACT INFORMATION
SHAWN HERRINGTON ( ) ( ) ( ) ( )
5809 SW KNOTTY PINE RD M
BENTONVILLE, AR 72713

≈ 60 sq. ft.

5809 SW KNOTTY PINE RD - REPLACE CONCRETE
CATEGORY: WD MAINTENANCE WDMT
TASK: REPLACE CONCRETE RPCC **READY**
DEPT: WATER 3020
SCHED START: 07/31/23 SCHED COMPLETION: 07/31/23

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

LABOR DATE	EMPLOYEE	HRS	OT	EQUIPMENT NUMBER	HRS	MATERIAL ITEM	QTY	COST

WF1078804/ 001 CITY OF BENTONVILLE PAGE 1

REQ. DATE: 05/16/23 05/16/23 13:20:07
LOCATION: 3601 CARDINAL LN M LOC ID: 125514
SUBDIVISION: CARDINAL CREEK PHASE 2 00078 LOC. ZIP: 72712
GEN. LOC.: WARD 2 - NORTHWEST COMP DATE: 05/16/23
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: SHAWN HERRINGTON ORIGIN: INTERNAL
REQ USER: SHAWNH AUTH USER: SHAWNH WRK TYPE: ROUTINE
3601 CARDINAL LN - REPLACE CONCRETE

PRIMARY CONTACT INFORMATION
SHAWN HERRINGTON ( ) ( ) ( ) ( )
3601 CARDINAL LN M
BENTONVILLE, AR 72712

36 x 3 5 x 5 = 133 sq. ft.

3601 CARDINAL LN - REPLACE CONCRETE
CATEGORY: WD MAINTENANCE WDMT
TASK: REPLACE CONCRETE RPCC **READY**
DEPT: WATER 3020
SCHED START: 05/16/23 SCHED COMPLETION: 05/16/23

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

LABOR			EQUIPMENT		MATERIAL		
DATE EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST

WF1084321/ 001 CITY OF BENTONVILLE PAGE 1

REQ. DATE: 06/16/23 06/16/23 14:02:14
LOCATION: 3505 SW DAYBREAK BLVD WSS B-77 LOC ID: 202222
SUBDIVISION:AURORA SUBDIVISION PHASE 1 00984 51518 LOC. ZIP: 72713
GEN. LOC.: COMP DATE: 06/16/23
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: JON BELVIN ORIGIN: INTERNAL
REQ USER: SHAWNH AUTH USER:SHAWNH WRK TYPE:ROUTINE
3505 SW DAYBREAK - REPLACE CONCRETE

PRIMARY CONTACT INFORMATION
JON BELVIN ( ) ( ) ( ) ( )
3505 SW DAYBREAK BLVD WSS B-77
BENTONVILLE, AR 72713

5' x 6'6" ≈ 33 sq. ft.

3505 SW DAYBREAK - REPLACE CONCRETE
CATEGORY: WD MAINTENANCE WDMT
TASK: REPLACE CONCRETE RPCC **READY**
DEPT: WATER 3020
SCHED START:06/16/23 SCHED COMPLETION: 06/16/23

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

--------LABOR-------			---EQUIPMENT--		---------- MATERIAL ----------		
DATE EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST

WF1084315/ 001 CITY OF BENTONVILLE PAGE 1

REQ. DATE: 06/16/23 06/16/23 13:30:43
LOCATION: 6806 SW WHITMARSH RD M LOC ID: 193698
SUBDIVISION: PROVIDENCE VILLAGE SUB PHASE 2 01022 LOC. ZIP: 72713
GEN. LOC.: COMP DATE: 06/16/23
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: JON BELVIN ORIGIN: INTERNAL
REQ USER: SHAWNH AUTH USER: SHAWNH WRK TYPE: ROUTINE
6806 SW WHITMARSH RD - REPLACE CONCRETE

==========

PRIMARY CONTACT INFORMATION
JON BELVIN ( ) ( ) ( ) ( )
6806 SW WHITMARSH RD M
BENTONVILLE, AR 72713

≈ 60 sq. ft.

==========

6806 SW WHITMARSH RD - REPLACE CONCRETE
CATEGORY: WD MAINTENANCE WDMT
TASK: REPLACE CONCRETE RPCC **READY**
DEPT: WATER 3020
SCHED START: 06/16/23 SCHED COMPLETION: 06/16/23

==========

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

==========

--------LABOR-------			---EQUIPMENT--		---------- MATERIAL ----------		
DATE EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST

WF1084313/ 001 CITY OF BENTONVILLE

REQ. DATE: 06/16/23 06/16/23 13:27:36
GEN. LOC.: COMP DATE: 06/16/23
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: JON BELVIN ORIGIN: INTERNAL
REQ USER: SHAWNH AUTH USER:SHAWNH WRK TYPE:ROUTINE
4505 SW MARBLE CV - REPLACE CONCRETE

PRIMARY CONTACT INFORMATION
JON BELVIN ( ) ( ) ( ) ( )

4' x 5' 20 sq. ft.

4505 SW MARBLE CV - REPLACE CONCRETE
CATEGORY: WD MAINTENANCE WDMT
TASK: REPLACE CONCRETE RPCC **READY**
DEPT: WATER 3020
SCHED START:06/16/23 SCHED COMPLETION: 06/16/23

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

LABOR			EQUIPMENT		MATERIAL		
DATE EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST

WF1083122/ 001 CITY OF BENTONVILLE PAGE 1

REQ. DATE: 06/09/23 06/09/23 8:50:18
LOCATION: 4400 SW COMSTOCK AVE M LOC ID: 184376
SUBDIVISION: PROVIDENCE VILLAGE SUB 00935 LOC. ZIP: 72713
GEN. LOC.: COMP DATE: 06/09/23
REQ DEPT: WATER PRIORITY: MEDIUM
REQUESTOR: JON BELVIN ORIGIN: INTERNAL
REQ USER: SHAWNH AUTH USER: SHAWNH WRK TYPE: ROUTINE
4400 SW COMSTOCK AVE - REPLACE CONCRETE

==========

PRIMARY CONTACT INFORMATION
JON BELVIN ( ) ( ) ( ) ( )
4400 SW COMSTOCK AVE M
BENTONVILLE, AR 72713

≈ 30 sq. ft.

==========

4400 SW COMSTOCK AVE - REPLACE CONCRETE
CATEGORY: WD MAINTENANCE WDMT
TASK: REPLACE CONCRETE RPCC **READY**
DEPT: WATER 3020
SCHED START: 06/09/23 SCHED COMPLETION: 06/09/23

==========

START DATE: ____/____/____ COMPLETION DATE: ____/____/____
START TIME: ____:____:____ COMPLETION TIME: ____:____:____
UNIT OF PRODUCTION: _____ QUANTITY: _____.____

==========

--------LABOR-------			---EQUIPMENT--		---------- MATERIAL ----------		
DATE EMPLOYEE	HRS	OT	NUMBER	HRS	ITEM	QTY	COST

IFB-23-38 IDIQ CONTRACT: WORK ASSIGNMENT FORM

WORK ASSIGNMENT #:WD003

DATE OF ISSUANCE: 8-8-2023

DEPARTMENT ISSUING WORK ASSIGNMENT: Water Department 3020

CITY CONTACT FOR WORK ASSIGNMENT:

Name: Shawn Herrington Phone: 479-644-4158 Email: sherrington@bentonvillear.com

Contact Notes:

Repair water leaks

Summary/Narrative of Scope of Work:

See attachment

Design Documents (check applicable):

__X__ Attached to Work Assignment (or in email) ____ Will be proved by _____(date)

Date Work Shall Begin:

8/14/23

Date Work Shall be Substantially Complete (Specify NA if not using substantial completion):

N/A

Date Work Shall be 100% Complete:

9/1/23

Other Requirements (optional):

Estimated Cost for Work Assignment:

$41,525.20

Signatures (REQUIRED):

[redacted] _____**Contractor as Acknowledged and Compliant**

_____**City Contact as Approved and Issued**

*Attach additional Work Assignment information following this document.

IDIQ Work Assignments

Date	8/8/2023	
Address		Scope of Work
902 SE 4th		Water leak, upgrade service line, yard work (short side)
3809 NW Creekstone		Water leak, upgrade service line, yard work (short side)
2500 SW Tupelo		Water leak, upgrade service line, yard work (short side)
3002 SW Red Haven		Water leak, upgrade service line, road bore, yard work
1804 SW Mayflower		Water leak, upgrade service line, road bore, yard work
1914 SW Elington		Water leak, upgrade service line, yard work. (short side)
1907 SW Elington		Water leak, upgrade servcie line, road bore, yard work (bore is complete)
6201 SW Fair View		Water leak, upgrade service line, road bore, yard work (bore is complete)

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/10/2023
Sales Tax %:

Addition

Scope of Work Description:

Water leak, Upgrade service line, Road bore, Yard repair
6201 SW Fair View
WD003

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#41	Exc. 2-6, 0-10	EA	1	$1,525.00	$1,525.00								$1,525.00
#40	Exc. 0-2, 0-10	EA	1	$700.00	$700.00								$700.00
#25	Install 1" (Long side)	LF	60	$12.00	$720.00								$720.00
#9	Sodding (Bermuda)	SY	190	$8.00	$1,520.00								$1,520.00
#11	Top Soil	SY	190	$10.60	$2,014.00								$2,014.00
Subtotals					$6,479.00		0.0	$0.00		0.0		$0.00	$6,479.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$6,479.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/10/2023
Sales Tax %:

Addition

Scope of Work Description:

Water leak, Upgrade service line, Road Bore, Yard repair
3002 SW Red Haven
WD003

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#41	Exc. 2-6,0-10	EA	1	$1,525.00	$1,525.00								$1,525.00
#40	Exc. 0-2, 0-10	EA	1	$700.00	$700.00								$700.00
#25	Install 1" (Long side)	LF	65	$12.00	$780.00								$780.00
#9	Sodding (Bermuda)	SY	190	$8.00	$1,520.00								$1,520.00
#11	Top Soil	SY	190	$10.60	$2,014.00								$2,014.00
Subtotals					$6,539.00		0.0	$0.00		0.0		$0.00	$6,539.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$6,539.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/10/2023
Sales Tax %:

Addition

Scope of Work Description:

Water Leak, Upgrade service line, Road bore, Yard repair
1907 SW Elington
WD003

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#41	Exc.2-6, 0-10	EA	1	$1,525.00	$1,525.00								$1,525.00
#40	Exc. 0-2, 0-10	EA 1	1	$700.00	$700.00								$700.00
#25	Install 1" (Long side)	LF	60	$12.00	$720.00								$720.00
#9	Sodding (Bermuda)	SY	190	$8.00	$1,520.00								$1,520.00
#11	Top Soil	SY	190	$10.60	$2,014.00								$2,014.00
Subtotals					$6,479.00		0.0	$0.00		0.0		$0.00	$6,479.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$6,479.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/10/2023
Sales Tax %:

Addition

Scope of Work Description:

Water leak, upgrade service line, Road bore, Yard repair
1804 SW Mayflower
WD003

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#41	Exc. 2-6, 0-10	EA	1	$1,525.00	$1,525.00								$1,525.00
#40	Exc. 2-6, 0-10	EA	1	$700.00	$700.00								$700.00
#25	Install 1" (Long side)	LF	70	$12.00	$840.00								$840.00
#9	Sodding (Bermuda)	SY	190	$8.00	$1,520.00								$1,520.00
#11	Top Soil	SY	190	$10.60	$2,014.00								$2,014.00
Subtotals					$6,599.00		0.0	$0.00		0.0		$0.00	$6,599.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$6,599.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/10/2023
Sales Tax %:

Addition

Scope of Work Description:

Water leak, Upgrade of service line. Yard repair
902 SE 4th Street
WD003

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#41	Exc. 2-6', 0-10'	EA	1	$1,525.00	$1,525.00								$1,525.00
#24	Install 1" line (Short side)	LF	10	$10.00	$100.00								$100.00
#6	Seed & Straw	SY	100	$8.00	$800.00								$800.00
#11	Top Soil	SY	100	$10.60	$1,060.00								$1,060.00
Subtotals					$3,485.00		0.0	$0.00		0.0		$0.00	$3,485.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$3,485.00

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/10/2023
Sales Tax %:

Addition

Scope of Work Description:

Water leak, Upgrade service line, Yard repair
3809 NW Creekstone
WD003

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#41	Exc. 2-6, 0-10	EA	1	$1,525.00	$1,525.00								$1,525.00
#24	Install 1" (Short side)	LF	15	$10.00	$150.00								$150.00
#6	Seed & Straw	SY	100	$8.00	$800.00								$800.00
#11	Top Soil	SY	100	$10.60	$1,060.00								$1,060.00
Subtotals					$3,535.00		0.0	$0.00		0.0		$0.00	$3,535.00
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$3,535.00

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/10/2023
Sales Tax %:

Addition

Scope of Work Description:

Water leak, Upgrade service line, Yard repair
2500 SW Tupelo
WD003

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#41	Exc. 2-6, 0-10	EA	1	$1,525.00	$1,525.00								$1,525.00
#24	Install 1" (Short side)	LF	15	$10.00	$150.00								$150.00
#9	Sodding (Bermuda)	SY	136	$8.00	$1,088.00								$1,088.00
#11	Top Soil	SY	136	$10.60	$1,441.60								$1,441.60
Subtotals					$4,204.60		0.0	$0.00		0.0		$0.00	$4,204.60
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$4,204.60

PAGE 1 OF 1

Sub Contractor's Summary

Trade: Site Work
Sub's Name: SY CON Excavation & Utilities
Project: IDIQ
Date: 8/10/2023
Sales Tax %:

Addition

Scope of Work Description:

Water leak, Upgrade service line, Yard repair
1914 SW Elington
WD003

Scope of Work Description	Materials					Labor			Equipment				Total Cost
	Item Description	Unit	Qty	Cost Per Unit	Total	Rate	# MH Hours	Total	Eq. Type	# Hrs.	Rate	Total	
#41	Exc. 2-6, 0-10	EA	1	$1,525.00	$1,525.00								$1,525.00
#24	Install 1" (Short side)	LF	15	$10.00	$150.00								$150.00
#9	Sodding (Bermuda)	SY	136	$8.00	$1,088.00								$1,088.00
#11	Top Soil	SY	136	$10.60	$1,441.60								$1,441.60
Subtotals					$4,204.60		0.0	$0.00		0.0		$0.00	$4,204.60
												Taxes	$0.00
												Sub's Mark Up	$0.00
												Total Cost	$4,204.60

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2023 BUDGET; APPROPRIATING ONE HUNDRED NINETY-TWO THOUSAND EIGHTY-SIX DOLLARS AND TWENTY CENTS ($192,086.20) FROM UTILITY FUND RESERVES INTO ACCOUNT #503020-44450 – PUBLIC WORKS BY PROJECT MAINTENANCE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH CALCON, INC. AND SY CON EXCAVATION AND UTILITIES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Water Resource Recovery Facility currently has service contracts with Calcon, Inc. IFB-22-68 and Sy Con Excavation and Utilities IFB-23-38;

WHEREAS, a budget adjustment will be needed to fund additional water system repairs; and

WHEREAS, this will be funded from the Utility Fund Reserves.

NOW, THEREFORE, BE IT RRESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an amended agreement with Calcon, Inc. and Sy Con Excavation for the additional water system repairs;

Section 2: The 2023 Budget is amended to appropriate one hundred ninety-two thousand eighty-six dollars and twenty cents ($192,086.20) from Utility Fund Reserves to Account #503020-44450 – Public Works by Project Maintenance;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____

STEPHANIE ORMAN, Mayor

ATTEST:

_____

KIRBY ROMINES, City Clerk