Finance Committee
Meeting Agenda
May 27, 2025
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 on at the following link: https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09**

Call to Order/Roll Call

City Council Items To Be Considered

1. **Section I Item 3 from the City Council Agenda: Ordinance Authorizing a Waiver of Bid to Purchase a 2024 E-One Pumper for Fire Station 8** — **Ordinance***

   An Ordinance authorizing a budget adjustment in the amount of $999,000.00 to purchase a 2024 E-One Pumper for Station 8, to be used as a temporary replacement for Engine 3, and declaring one (1) 2000 E-One 75' HP as surplus to be traded in towards the purchase. A budget adjustment is needed to appropriate impact fees.

2. **Section I Item 5 from the City Council Agenda: Resolution Approving an Amendment & Budget Adjustment Related to 2024 Financial Audit** — **Resolution**

   A Resolution approving an amendment to the 2024 audit agreement with Forvis, for the audit of 4 additional federal programs, in the amount of $40,000.00. A budget adjustment is needed.

3. **Section I Item 7 from the City Council Agenda: Resolution Authorizing the Repair of Monarch and Dandelion Artwork in Orchards Park** — **Resolution**

   A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Amanda Willshire to repair her artwork, Monarch and Dandelion located in

Orchards Park, that was damaged as a result of the May, 2024 storm. A budget adjustment is needed.

4. **Section I Item 14 from the City Council Agenda: Resolution to Award Bid IFB 25-30 Memorial and Citizens Park Tennis Court Resurfacing** **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Generation Sport Construction LLC, for the resurfacing of Courts 1-8 at Memorial Park and 5-8 at Citizens Park, in the amount of $103,034.40. A budget adjustment is needed to reclassify these funds from Capital to O&M.

5. **Section I Item 15 from the City Council Agenda: Resolution to Amend a Contract with Nabholz Construction Services for Phillips Park Construction** **Resolution**

Resolution to amend a contract with Nabholz Construction Services in the amount of $770,187.00 for additional construction work at Phillips Park. A budget adjustment is needed to reallocate impact fees.

6. **Section I Item 16 from the City Council Agenda: Resolution Authorizing an Amended GMP Agreement with Flintco for Dave Peel Park/Plaza** **Resolution**

A Resolution authorizing Mayor and City Clerk to enter into an amended GMP agreement with Flintco, in the amount of $11,782,900.00, for the construction of Dave Peel Park / Plaza as part of Parks and Recreation's Quilt of Parks Project. This is funded with grant monies, bond proceeds, and A and P funds. A budget adjustment is needed.

7. **Section I Item 17 from the City Council Agenda: Resolution Amending Agreement with Design Workshop for Construction Administration** **Resolution**

Resolution authorizing the Mayor and City Clerk enter into an amended agreement with Design Workshop, in the amount of $247,000.00, for construction oversight and administration for Dave Peel Park. Needed budget adjustment was included on previous item.

8. **Section I Item 18 from the City Council Agenda: Resolution Approving Agreement with GTS, Inc. for Construction Materials Testing and Special Inspection Services** **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter into an agreement with GTS, Inc. for Construction Materials Testing (CMT) and Special Inspection Services for the Dave Peel Park and Plaza, in the amount of $90,695.00. Needed budget adjustment is included on previous item.

9. **Section II Item 3 from the City Council Agenda: Ordinance Waiving** **Ordinance***

Competitive Bidding to Purchase 15 kV Substation Switches

An Ordinance waiving the requirements of competitive bidding to purchase 15 kV substation switches for $54,450.00 plus applicable tax in order to maintain the same make/style of switches that have been installed for the last 10 years. Utility Board approved 3-0. No budget adjustment is needed.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	**Submitted By:**	Deputy Chief Kevin Boydston
Phone:	479-271-3151	**For Department(s):**	Fire
Email:	kboydston@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:	Ordinance Authorizing a Waiver of Bid to Purchase a 2024 E-One Pumper for Fire Station 8
Action Recommendation & Justification:	An Ordinance authorizing a budget adjustment in the amount of $999,000.00 to purchase a 2024 E-One Pumper for Station 8, to be used as a temporary replacement for Engine 3, and declaring one (1) 2000 E-One 75' HP as surplus to be traded in towards the purchase. A budget adjustment is needed to appropriate impact fees.
Additional Comments for Consideration (Optional):	Purchase a 2024 E-One Pumper for $1,044,000.00 utilizing impact fees. Trade in of a 2000 E-One 75'HP, Vin# 4EN3AAA81Y1001202, (-$45,000.00). Total after credit is $999,000.00. Engine 8 can be purchased now using impact fees at a savings to the City. It will temporarily replace Engine 3 until its planned permanent replacement in 2027. Insurance proceeds from the the totaled Engine 3 will be held and used towards the permanent replacement when budgeted.
Amount for Approval:	**$** 999,000.00

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
252020-49110	Transfer out - General	$ 999,000.00	$
102020-39192	Transfer In - Impact/Capacity	$	$ 999,000.00
102020-47420	Vehicles	$ 999,000.00	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

Inter-office Memorandum

To: Chief Justin Scantlin

From: Deputy Chief Kevin Boydston

CC:

Date: May 15, 2025

Re: Station 8 Engine

Currently, we are minus a front-line engine due to an MVA on I-49, April 4, 2025. While the accident was faulted to the other driver, our 2012 E-One Engine has been declared a total loss. Engine 3 was valued at $322,504.67 less a $1,000 deductible with cost of repairs being estimated at $460,936.11 taking up to two years to complete. This engine is currently in the CIP for a 2027 replacement to include a 30 month build time.

Currently, the engine for Station 8 is in the CIP for 2026 and scheduled to be purchased with impact fees. We have an opportunity to purchase Engine 8 from our distributor without the typical 30-month build time since they have a new engine available that meets our specifications at a cost of $1,044,000.00. The engine currently available was constructed to match our current specifications to speed up construction runs on open purchase engines.

We recommend the purchase of the currently available engine utilizing available impact fees, saving the city a 30 month build time and cost increases. Having a stock engine that meets our fleet specifications is rarely experienced. Engine 8 will be used as a temporary replacement for Engine 3, until a permanent replacement is sourced and funded. The insurance proceeds from Engine 3 will be held and put towards the permanent replacement slated for 2027.

We also recommend declaring a 2000, E-One 75’ HP as surplus to be used as a trade-in valued at $45,000.00. This aerial is over 25 years old and is not capable of safely and dependably serving the city. Less trade-in value, the total needed from impact fees is $999,000.00.

MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: May 27, 2025

SUBJECT: The purchase of a 2024 E-One Pumper for Fire Station 8

The Purchasing and Compliance Department has reviewed the request for the purchase of a stock E-One fire engine to be used as a temporary replacement for Engine 3, which was declared a total loss following a vehicle accident on April 4, 2025. The available unit matches existing fleet specifications and can be acquired without the standard 30-month build time, avoiding further delays and cost escalation.

The total cost of the engine is $1,044,000.00. After applying a $45,000.00 trade-in value for the surplus 2000 E-One 75’ HP aerial unit, the total requested from impact fees is $999,000.00. Purchasing has reviewed and supports the waiver of bid based on the urgency, cost savings, and availability of a replacement unit.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT TO PURCHASE A 2024 E-ONE PUMPER FOR FIRE STATION 8; DECLARING THE 2000 E-ONE 75' HP TO BE SURPLUS; AMENDING THE 2025 BUDGET TO APPROPRIATE IMPACT FEE MONIES FOR SAID PURCHASE; WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department can purchase a 2024 E-One Pumper for Fire Station 8 in the amount of one million forty-four thousand dollars ($1,044,000.00);

WHEREAS, market volatility and lead times related to these products make it impractical and unfeasible to solicit competitive bids;

WHEREAS, there is an immediate need to purchase this as it can be used as a temporary replacement for Engine 3 which was totaled in a motor vehicle accident;

WHEREAS, the 2000 E-One 75'HP should be declared surplus as it is no longer useful to the City and can be traded in on the purchase of the 2024 E-One Pumper for a trade-in credit of forty-five thousand dollars ($45,000.00); and

WHEREAS, this purchase will be funded by impact fee monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement for the purchase of a 2024 E-One Pumper for Fire Station 8 in an amount not to exceed nine hundred ninety-nine thousand dollars ($999,000.00) after trade-in credit of forty-five thousand dollars ($45,000,00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the 2024 E-One Pumper for Fire Station 8;

Section 3: The 2000 E-One 75'HP (VIN#4EN3AAA81Y1001202) is no longer of use to the City and the same is hereby declared surplus property to be traded in for the purchase of the 2024 E-One Pumper for Fire Station 8;

Section 4: The 2025 Budget is hereby adjusted to appropriate nine hundred ninety-nine thousand dollars ($999,000.00) from Account #252020-49110 - Transfer Out-General into Account #102020-39192 – Transfer In-Impact/Capacity;

Section 5: The 2025 Budget is further adjusted to transfer the same from Account #102020-39192 – Transfer In-Impact/Capacity into Account #102020-47420 – Vehicles;

Section 6 - Emergency Clause: The need to make this purchase is immediate 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 7 - 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 8 - 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 _____, 2025.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	**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:	Resolution Approving an Amendment & Budget Adjustment Related to 2024 Financial Audit
Action Recommendation & Justification:	A Resolution approving an amendment to the 2024 audit agreement with Forvis, for the audit of 4 additional federal programs, in the amount of $40,000.00. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	For the 2024 audit year, the City has 5 major federal awards programs that are subject audit. Our annual contract with Forvis contains 1 major federal program, the number the City has previously averaged on an annual basis. The increase in number necessitates an amended agreement with Forvis with an increased cost. The cost will be shared among the funds necessitating the expanded audit.
Amount for Approval:	$ 40,000.00

Budget Impact

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

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

101040-43210	Professional Services	$ 10,000.00	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-43210	Professional Services	$ 10,000.00	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-43210	Professional Services	$ 20,000.00	$
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):

This will be funded from each fund's reserves.

Forvis Mazars, LLP
5115 W. JB Hunt Drive
Rogers, AR 72758
P 479.845.0270 | F 479.845.0840
forvismazars.us

April 3, 2025

Members of the City Council
Honorable Stephanie Orman, Mayor
Mr. Patrick Johndrow, Finance Director
City of Bentonville, Arkansas
1000 SW 14th Street
Bentonville, Arkansas

The following documents the nature of our services beyond those contemplated in our contract dated March 3, 2025, with City of Bentonville, Arkansas.

Additional Procedures

Audit of four additional major federal awards programs not contemplated in the original contract. We will express opinions on your compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect to each of the four additional major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Engagement Fees

The fee for our services will be $7,000 to $10,000 for each additional major program. These fees will be billed and are due on the same terms as those in our original contract.

Other Engagement Matters and Limitations

This addendum to our original contract serves to identify the additional services you have requested, but does not modify any other rights, restrictions, or agreements contained in that contract. These services will be performed based on the terms of that original agreement, except as otherwise indicated herein.

Contract Agreement

Please sign and return this contract to indicate your acknowledgement of, and agreement with, the arrangements for our services.

Forvis Mazars, LLP

Forvis Mazars, LLP

Forvis Mazars, LLP is an independent member of Forvis Mazars Global Limited

Acknowledged and agreed to as it relates to the entire contract on behalf of CITY OF BENTONVILLE, ARKANSAS.

BY _____
Honorable Stephanie Orman, Mayor

DATE _____

BY _____
Mr. Patrick Johndrow, Finance Director

DATE _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH FORVIS MAZARS, LLP, IN THE ADDITIONAL AMOUNT OF FORTY THOUSAND DOLLARS ($40,000.00), FOR AN INCREASED SCOPE OF WORK TO COVER AUDITS OF FEDERAL AWARDS; AMENDING THE 2025 BUDGET TO FUND SAID AMENDMENT; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Finance Department requests an expanded scope of work with the City's auditors to cover the increase in federal awards needing audited;

WHEREAS, the cost of this amendment is shared across the funds contributing to the increase in audited federal awards; and

WHEREAS, a budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Forvis Mazars, LLP, in the additional amount of forty thousand dollars ($40,000.00), for an increased scope of work covering expanded federal award audits;

Section 2: The 2025 Budget is hereby adjusted to appropriate ten thousand dollars ($10,000.00) from General Fund into Account #101040-43210 – Professional Services, ten thousand dollars ($10,000.00) from General Fund into Account #105030-43210 – Professional Services, and twenty thousand dollars ($20,000.00) from Street Fund into Account #203810-43210 – Professional Services;

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 Provisions: 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 _____, 2025.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	**Submitted By:**	Shelli Kerr
Phone:	479-271-6822	**For Department(s):**	Planning/Public Art Advisory Committee
Email:	skerr@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:	Resolution Authorizing the Repair of Monarch and Dandelion Artwork in Orchards Park
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Amanda Willshire to repair her artwork, Monarch and Dandelion located in Orchards Park, that was damaged as a result of the May, 2024 storm. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	A portion of the funding comes from FEMA storm recovery money and the remainder will be be paid out of the 2025 Public Art Advisory Committee annual budget.
Amount for Approval:	$ 34,430.00

Budget Impact

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

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

101610-33110	Federal Direct Grant	$	$ 25,822.50
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101610-43510	Promotional Activities	$ (8,607.50)	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101610-44430	Building/Ground Maintenance	$ 34,430.00	$
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):

MEMO

THE CITY OF BENTONVILLE
PAAC
PUBLIC ART ADVISORY COMMITTEE

To:	Mayor Stephanie Orman and Bentonville City Council
From:	Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of:	Bentonville Public Art Advisory Committee
CC date:	May 27, 2025
RE:	**Repair for *Monarch and Dandelion***

Request. A resolution authorizing the mayor and city clerk to enter into an agreement with Amanda Willshire to repair the *Monarch and Dandelion* sculpture in the amount of $34,430.

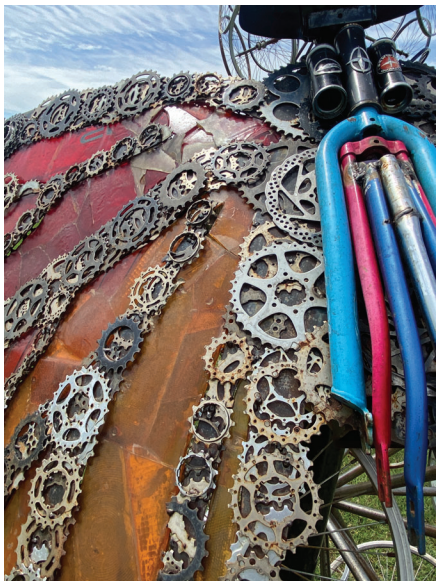
Background. *Monarch and Dandelion* was created by Amanda Willshire and installed in Orchards Park in 2017. The artwork received significant damage from the May 2024 storm. The wings of the Monarch have collapsed, the colored glass inside the wings is broken in several places, and the bike wheels on the Dandelions have come off or been shifted. The Federal Emergency Management Agency (FEMA) has awarded the city up to 75% of repair costs.

Display Site. The artwork is located in Orchards Park. To make the repairs the artwork will have to be de-installed, repairs made off-site, and reinstalled in the same location.

Cost and Funding. The cost of the agreement is $34,430. The FEMA award will pay 75% ($25,822.50) and the remaining 25% ($8,607.50) will be funded from the PAAC budget. Artist's budget is attached.

Original Installation	After storm

WWW.AWDART.COM AMANDA@AWDART.COM 303-995-4224



The Monarch and Dandelions, Repair/Replace

The following is breakdown of a range of costs associated with the repair of Monarch & Dandelions which was damaged in the tornadoes that devastated Bentonville on May 26, 2024. This is a range based on photographs provided by the city. A closer inspection will be needed to give a more accurate quote.

Project Management**:	$1000.00
Initial visit to site:	$1250.00
DEINSTALLATION/REBUILD/REINSTALLATION	
Steel:	$2400.00[a]
Consumables:	$100.00
Marine grade epoxy (upgrade from current epoxy):	$600.00
Clear coat protectant (recoat everything):	$1200.00
Electronics:	$300.00
Labor (repair/rebuild):	$7680.00
Labor (deinstallation/reinstallation, team of four):	$7680.00
Labor (spray coating the entire sculpture):	$1920.00
Boom lift rental:	$2800.00
Generator rental:	$1400.00
Travel and lodging:	$4200.00
Workspace rental (or reach out to Amazeum?):	$1400.00
Insurance:	$500.00
Grand Total:	**$34,430.00**

** Project Management Includes:

- Development of all materials required for a zoning permit in Bentonville.
- Submittal of all materials to zoning committee for approval.
- Correspondence with city officials to obtain permit prior to re-installation.
- Estimating and billing of project
- Coordination of all contractors required to complete the removal, rebuild and reinstallation of the project.

[a] The price of steel subject to change.

All proposed artwork copyrighted Awd aRT, LLC. Half of estimate due to begin project with the remaining balance due upon installation.

PUBLIC ART REPAIR AND RESTORATION AGREEMENT

***MONARCH AND BUTTERFLY* BY AMANDA WILLSHIRE**

THIS AGREEMENT IS ENTERED INTO THIS _____(DATE) BY AND BETWEEN THE **CITY OF BENTONVILLE, ARKANSAS**, (HEREINAFTER THE "CITY"), AND **AMANDA WILLSHIRE** (HEREINAFTER "ARTIST") TO REPAIR ***MONARCH AND BUTTERFLY*** (HEREINAFTER "ARTWORK").

Sec. 1 Description of Artwork

The artwork to be repaired and restored by Artist shall consist of the existing sculpture *Monarch and Butterfly* currently displayed in Orchards Park in Bentonville, Arkansas.

Sec. 2 Artist Obligations

(a) The Artist shall perform all services and furnish all supplies, material and/or equipment as necessary for the repair and restoration of Artwork at the Site in accordance with the specified schedule. Services shall be performed in a professional manner and in strict compliance with all terms and conditions of this agreement. Artist ensures that the workmanship is of the highest quality.

(b) The Artist shall ensure that the Artwork is repaired to its original design and appearance, per the approved design in accordance with Attachment A. No modifications are authorized by the City.

(c) The Artist shall follow all federal requirements in accordance with Attachment B.

(d) The Artist shall arrange for the de-installation to conduct repair work and the re-installation of the Artwork in consultation with the City. If the Artist does not remove or re-install the Artwork themselves, the Artist shall supervise and approve the installation.

(e) The Artist shall complete all repair work, including reinstallation, of the Artwork by the scheduled installation date and as provided in *Sec. 5 Installation*.

(f) The Artist shall provide the City a written description of the manner in which the Artwork will be de-installed, repaired, and re-installed, including a statement of details addressing any preparatory work needed for the Site.

(g) The Artist shall provide the required insurance in amounts and limits specified in *Sec. 13 Insurance.*

(h) The Artist shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep.

(i) The Artist shall provide photographic documentation of the repair and final Artwork.

(j) The Artist shall provide a Certificate of Authenticity verifying the origin and authenticity of the Artwork and shall include the artwork title, medium, dimensions, date of creation, and signature of the Artists.

Sec. 3 City Obligations

(a) The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of permits, and other existing relevant data, if any, which is needed by Artist in order to perform.

(b) The City shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and shall explain any limitations imposed by such laws and/or regulations to the Artist.

(c) The City shall coordinate and assist the Artist with the de-installation and re-installation at the Site.

Sec. 4 Start and Completion Dates

Unless the Artist is prevented from completing the repairs by an act or omission of the City or anyone employed or engaged by the City, either directly or indirectly, or by a cause beyond the Artist's control, the Artist shall undertake the repair and restoration of the Artwork, including any necessary preparation, on or before October 1 2025, and complete repairs and re-installation by December 15, 2025, unless otherwise agreed by the parties.

Sec. 5 Compensation

(a) *Total Compensation.* The City shall pay the Artist for the de-installation, repair and restoration and re-installation of the Artwork as provided in this Agreement; however, in no event shall the Artist be paid an amount in excess of the sum of **Thirty-Four Thousand Four Hundred Thirty Dollars ($34,430)**. This amount shall constitute full and complete compensation for the Artist's Work.

(b) *Payment Schedule*. Payments shall be made to the Artist upon submission of a detailed invoice to the City, according to the following schedule:

(1) *First Payment.* Upon execution of this Agreement, the City shall pay the Artist an amount not to exceed **Seventeen Thousand Two Hundred Fifteen Dollars** (**$17,215)**, one-half (1/2) of the total agreement amount, after the following requirements are met:

- Both parties have signed this Agreement.
- Artist provides the City a complete W-9.
- Artist provides the City an invoice with the required invoice information in the amount of $17,215.00.

(2) *Final Payment*. Upon re-installation and final acceptance by the City, the City shall pay the Artist the remainder, in an amount not to exceed **Seventeen Thousand Two Hundred Fifteen Dollars** (**$17,215)**, after the following requirements are met:

- Installation of the Artwork is complete.
- City provides Artist a notice of acceptance in writing.
- Artist provides the City an invoice with the required invoice information in the amount of $17,215.00.

(c) *Detailed Invoices*. Invoices may be emailed to the contact person for the city identified in this agreement. Artists shall provide invoices to the City that include the following information:

- Full legal name of vendor (and dba name if applicable) that match the W-9 submitted.
- Vendor contact information and remittance address.
- Invoice date.
- Unique invoice number.
- Payment terms including discounts.
- Bill to: City of Bentonville, c/o Planning Department at 305 SW A Street, Bentonville, AR 72712.

Sec. 6 Insurance

Prior to the repair of the Artwork, the Artist shall procure and maintain such comprehensive general liability insurance as will protect the Parties, and each of their respective officers, agents, employees and subcontractors performing any of the work covered by this Agreement, from claims of damages for personal injury including accidental death, as well as from claims of property damages, which may arise from operations or work under this Agreement, whether such operations or work be by any of the Parties, or any of their respective officers, agents, employees or subcontractors performing any of the work during the life of this Agreement. The Artist understands that the City will not insure the Artwork during the repair process and that the Artist bears the risk of any loss or damage to the Artwork until the Artwork has been accepted by the City. The insurance policy procured shall name the City as an additional insured party and shall require a thirty-day cancellation notice.

Sec. 7 Completion and Acceptance

(a) *Notification.* The Artist shall notify the City in writing when installation of the Artwork has been completed.

(b) *Inspection.* The City shall inspect the Artwork within 10 business days after receiving notification pursuant to paragraph (a) to determine that the Artwork conforms with the Design.

(c) *Deficiencies.* In the event that the City determines that the Artwork deviates with the Design, the City shall identify such deviations in writing within 15 days of examining the Artwork. The written notice shall indicate the number of days to make the necessary adjustments. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the City. The Artist shall be responsible for any expenses incurred in correcting such deviation.

(d) *Notice of Acceptance*. In a determination of conformance, the City shall promptly notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b) above. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in conformity with the Design, and that the City confirms that all services as required of both Parties by this Agreement prior to paragraph (c)

of this section have been completed.

(e) *Photographic documentation.* Within 15 days after installation of the Artwork, the Artist shall furnish the City with the three digital, 300 dpi, JPG or PNG files, of the Artwork, labeled with the name of the Artwork and the date upon which the photograph was taken.

(f) *Maintenance manual.* Within 15 days after installation of the Artwork, the Artist shall provide the City with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used. Artist must ensure that all maintenance requirements will be reasonable in terms of time and expense.

Sec. 8 Termination/Waiver of Damages

(a) This Agreement may, at any time, be terminated for any reason upon five (5) days' notice to the other party. Should the City terminate this Agreement, Artist hereby releases the city, its officers, agents, representatives, and employees and waives any and all rights to any and all claims for damages, or otherwise, Artist may have with regard to the city's termination of this agreement, including without limitation, and actual and consequential damages.

(b) *Compensation for work performed.* The City shall pay the Artist for all services satisfactorily performed and documented expenses reasonably incurred up to the effective date of termination. This includes compensation for completed phases or milestones, and for any partially completed work that can be reasonably documented and submitted.

(c) *Return of Advance or Unused Funds*. If the Artist received any advance payment in excess of the amount earned as of the termination date, the unearned portion shall be promptly refunded to the City within thirty (30) days.

(d) *No Additional Compensation.* Except as expressly provided above, the Artist shall not be entitled to any other compensation or damages by reason of termination, including for loss of anticipated profits or opportunities.

(e) *Final Accounting.* Within ten (10) business days of termination, the Artist shall provide a final invoice detailing Services performed, expenses incurred, and any refundable amounts. The Municipality shall remit any outstanding payment due within thirty (30) days of receiving the final invoice, subject to verification and acceptance.

(f) *Ownership of Work Upon Termination.* If terminated prior to completion, any work or materials paid for by the Municipality shall become its property. The Artist shall cooperate in transferring rights or physical materials as reasonably necessary.

Sec. 9 Indemnification

Artist shall defend, indemnify, save harmless, and exempt the city, its officers, agents, representatives, and employees from and against all lawsuits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees incident to the obligations and provisions of this agreement, the viewing of artwork by the public or any legal claims or actions arising out of a negligent act or omission of the city, their respective owners, officers, partners, agents, representatives, contractors, subcontractors, volunteers and employees. This Paragraph shall survive the termination of this Agreement.

Sec. 10 Force Majeure

Should either Party be prevented from complying with any obligation created under this Agreement, by reason of fire, flood, storm, act of God, governmental authority, labor disputes, war, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party exercises all reasonable diligence to remove the cause of the force majeure. The requirement that any force majeure be remedied with all reasonable diligence does not require the settlement of strikes, lockouts, or other labor difficulties by the Party involved.

Sec. 10 Governing Jurisdiction

This Agreement is governed by the laws of the State of Arkansas in the Circuit Court of Benton County.

Sec. 11 Default

In the event the Artist fails to comply with any of the provisions of this Agreement, the City shall have the following remedies, in addition to the City's other rights and remedies:

(a) To immediately terminate this Agreement without any liability to the City as previously provided herein; and/or

(b) To require the immediate cessation of the set-up, operation and/or removal of the Artwork.

Sec. 12 Miscellaneous Provisions

(a) *No Third-Party Beneficiaries.* Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

(b) *Assignment.* This Agreement is not assignable without the prior written consent of the City.

(c) *Notices.* Any notice provided or permitted to be given under this Agreement must be in writing and may be served by electronic mail, depositing same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-deliver service. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist, to
Amanda Willshire
4885 Alcott Street
Denver, CO 80221
amanda@awdart.com

If to the City, to:
Shelli Kerr, AICP
Liaison to Public Art Advisory Committee
City of Bentonville
305 SW A Street, Bentonville, AR 72712
479-271-6822
skerr@bentonvillear.com

(d) *Entire Agreement.* This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(e) *Counterparts.* This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.

(f) *Authority to Execute.* The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(g) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

(h) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Artist:

Amanda Willshire — Date

City of Bentonville:

Stephanie Orman, Mayor
City of Bentonville — Date

Approved as to
Form and Legality:

Bonnie Bridges, Staff Attorney
City of Bentonville — Date

Attachment A
Description of Artwork

Display Site	Orchards Park along NE John Deshields Boulevard
Artist	Amanda Willshire
Title	The Monarch and the Dandelions
Type	Sculpture
Medium	Mixed media
Dimensions	18’ x 12’ x 15’

Images of Artwork

ATTACHMENT B
FEDERAL FUNDING COMPLIANCE

ARTICLE 1. REQUIRED CONTRACT PROVISIONS

1.01 Remedies.

(1) In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

1.02 Termination.

(1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.

(2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material" shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys, and reports prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered in accordance with the Contract Documents up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the

total payment to the Contractor does not exceed the maximum compensation identified in Sec. 5 Compensation.

ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

2.01 Nondiscrimination and Equal Employment Opportunity.

Pursuant to 41 C.F.R Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the

discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.02 Compliance with the Davis-Bacon Act.

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

2.03 Compliance with the Copeland “Anti-Kickback” Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.04 Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.*

a. *Withholding Process.* The City of Bentonville may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
   i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
   ii. A contracting agency for its reprocurement costs;
   iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
   iv. A contractor's assignee(s);
   v. A contractor's successor(s); or
   vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
   a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
   b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
   c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
   d. Informing any other person about their rights under CWHSSA or this part.

2.05 Rights to Inventions Made Under a Contract.

The Contractor shall comply with the provisions of 37 C.F.R. Part 401 regarding any invention or discovery (i) conceived or first actually reduced to practice in the performance of work under this Contract; and (ii) which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act found at 7 USC § 2321. Contractors shall make required disclosures, make timely elections, and

take such actions as are required by federal law regarding inventions described in this paragraph. The provisions of this paragraph shall not apply to a contract made for educational purposes.

2.06 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2.07 Suspension and Debarment.

(1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.08 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

(1) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

2.09 Procurement of Recovered Materials, 2 C.F.R., Appendix II(J); and 2 C.F.R. §200.322.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirement of Section 6002 of the Solid Waste Disposal Act.

(3) The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

2.10 Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as used in this clause—

(2) Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain video surveillance and telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

a. This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are <u>not used</u> as a substantial or essential component of any system; <u>and</u>

2. Are <u>not used</u> as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

2.11 Domestic Preference for Procurements

The contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.12 Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Bentonville with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel,

manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal agency.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Debris Monitoring and Disaster Recovery Consultant that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

ARTICLE 3. RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

(1) The Contractor agrees to provide the City of Bentonville, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the recipient or subrecipient) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.02 Changes/Modifications.

(1) *Contract.* Any modification to this Contract shall be in writing, signed by all parties to the Contract.

(2) *Contract Price.* The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.

(3) *Change Order.* The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.

(4) *Modification.* No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to

be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

3.03 Non-Use of DHS Seal, Logo, and Flags.

The contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

3.04 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

3.06 Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

3.07 Affirmative Socioeconomic Steps

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

3.08 License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Bentonville, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Bentonville or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17

U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Bentonville data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Bentonville.

3.09 Build America, Buy America Act Preference

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

3.10 Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

3.11 Buy Clean

The City of Bentonville encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City of Bentonville encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH AMANDA WILLSHIRE, IN THE AMOUNT OF THIRTY-FOUR THOUSAND FOUR HUNDRED THIRTY DOLLARS ($34,430.00), TO REPAIR PUBLIC ARTWORK; AMENDING THE 2025 BUDGET TO FUND SAID AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, two pieces of public artwork, Monarch and Dandelion, located in Orchards Park were damaged as a result of the May, 2024 storm;

WHEREAS, the original artist is available to perform the repairs; and

WHEREAS, funding for the repairs comes from FEMA storm monies and the Public Art Advisory Committee budget.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Amanda Willshire, in the amount of thirty-four thousand four hundred thirty dollars ($34,430.00), to repair artworks Monarch and Dandelion in Orchards Park;

Section 2: The 2025 Budget is hereby adjusted to recognize twenty-five thousand eight hundred twenty-two dollars and fifty cents ($25,822.50) into Account #101610-33110 – Federal Direct Grant and appropriate the same into Account #101610-44430 – Building/Ground Maintenance;

Section 3: The 2025 Budget is further adjusted to appropriate eight thousand six hundred seven dollars and fifty cents ($8,607.50) from Account #101610-43510 – Promotional Activities into Account #101610-44430 – Building/Ground Maintenance;

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

Section 5 - Repeal of Conflicting Provisions: 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 _____, 2025.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	**Submitted By:**	Creek Wenger
Phone:	(479) 271-3109	**For Department(s):**	Bentonville Parks and Recreation
Email:	cwenger@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:	Resolution to Award Bid IFB 25-30 Memorial and Citizens Park Tennis Court Resurfacing
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Generation Sport Construction LLC, for the resurfacing of Courts 1-8 at Memorial Park and 5-8 at Citizens Park, in the amount of $103,034.40. A budget adjustment is needed to reclassify these funds from Capital to O&M.
Additional Comments for Consideration (Optional):	The lowest bid for IFB 25-30 was from Generation Sport Construction for $51,517.20. Since this was under budget, the Parks Department was able to add four additional courts to make the total of the awarded bid $103,034.40. Annually the Parks Maintenance team resurfaces an established set of courts to maintain consistent paint, defined lines, and address any cracks and inconsistencies. Courts 1-4 were budgeted in the 2024 capital budget and funds were rolled forward for 2025.
Amount for Approval:	$ 103,034.40

Budget Impact

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

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

105030-44430	Building/Ground Maintenance	$ 64,000.00	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-47390	Improv Other than Bldg/Proj	$ (64,000.00)	$
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):

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Creek Wenger, Parks and Recreation Maintenance Manager

Date: April 30, 2025

Re: Council Approval of Bid Award IFB 25-30, in the amount of $103,034.40 to Generation Sport Construction LLC, for the resurfacing of Courts 1-8 at Memorial Park and 5-8 at Citizens Park.

Council Approval of Bid Award IFB 25-30, in the amount of $103,034.40 to Generation Sport Construction LLC, for the resurfacing of Courts 1-8 at Memorial Park and 5-8 at Citizens Park. It is a 2025 budgeted item.

The winning bid for IFB 25-30 was from Generation Sport Construction for $51,517.20. Since this was under budget, the Parks Department was able to expand the scope of work to add six additional courts to make the total of the awarded bid $103,034.40.

The approval of this bid award is essential to maintaining the City's commitment to providing high-quality recreational facilities. The annual resurfacing of the tennis courts at Memorial Park and Citizens Park ensures their longevity, safety, and functionality, allowing Patrons to enjoy these amenities without failure, fading, or inconsistency in surfacing.

If you have questions concerning this item, please email Creek Wenger at cwenger@bentonvillear.com or call 479.217.3190.

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/10/25	Time of Bid Opening:	1:00 PM	IFB-25-30

Solicitation Title: Memorial and Citizens Park Tennis Court Resurfacing

			Bidders:	Generation Sport Construction		McConnell and Associates Corp		Pro Track and Tennis, Inc		Sullivan Contracting Services	
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	6	EA	Mobilization, Site Safety, Signage	$0.00	$0.00	$0.00	$0.00	$1,500.00	$9,000.00	$3,185.25	$19,111.50
2	41,280	SQ FT	High-Pressure Washing of Court Surface	$0.08	$3,137.28	$0.26	$10,732.80	$0.14	$5,779.20	$1.69	$69,763.20
3	6	EA	Repair of Cracks, Depressions and Surface Damage with Court Patch Binder	$0.00	$0.00	$4,430.00	$26,580.00	$1,000.00	$6,000.00	$6,259.50	$37,557.00
4	41,280	SQ FT	Full Coating of Acrylic Resurface Coating System across Memorial Park Courts 1-4 and Citizens Park Courts 5-6	$0.96	$39,422.40	$1.86	$76,780.80	$0.72	$29,721.60	$0.91	$37,564.80
5	1,128	FT	Youth Tennis Court Light Blue Line Striping across Memorial Park Courts 1-4 and Citizen Park Courts 5-6	$2.58	$2,910.24	$0.11	$124.08	$2.65	$2,989.20	$8.13	$9,170.64
6	2,724	FT	White Line Striping across Memorial Park Courts 1-4 and Citizen Park Courts 5-6	$2.22	$6,047.28	$0.11	$299.64	$1.10	$2,996.40	$3.37	$9,179.88
7	6	EA	Disposal of Debris and Waste Material	$0.00	$0.00	$0.00	$0.00	$333.33	$1,999.98	$104.33	$625.98
8	6	EA	Final Site Inspection	$0.00	$0.00	$0.00	$0.00	$250.00	$1,500.00	$104.53	$627.18
9	6	EA	Final Cleanup and Removal of Site Materials	$0.00	$0.00	$0.00	$0.00	$250.00	$1,500.00	$104.53	$627.18
10	6	EA	Project Documentation, Warranty Information, & Maintenance Schedule	$0.00	$0.00	$0.00	$0.00	$166.66	$999.96	$262.48	$1,574.88
			Total Bid Price	$51,517.20		$114,517.32		$62,486.34		$185,802.24	
				*Total Bid Price was corrected during Bid Evaluation.		*Total Bid Price was corrected during Bid Evaluation.		*Total Bid Price was corrected during Bid Evaluation.		*Total Bid Price was corrected during Bid Evaluation.	

purchasing@bentonvillear.com - (479) 271-3115

TABULATION VERIFICATION

X [redacted]

Purchasing and Compliance Specialist

[redacted]

Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GENERATION SPORT CONSTRUCTION LLC., IN THE AMOUNT OF ONE HUNDRED THREE THOUSAND THIRTY-FOUR DOLLARS AND FORTY CENTS ($103,034.40), TO RESURFACE TENNIS COURTS; AMENDING THE 2025 BUDGET TO ALLOCATE BUDGETED FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, Generation Sport Construction LLC. is the lowest bidder for IFB 25-30 which will be used to resurface tennis courts at Memorial and Citizens Parks; and

WHEREAS, a portion of this is already budgeted and a budget adjustment is needed to allocate additional budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Generation Sport Construction LLC., in the amount of one hundred three thousand thirty-four dollars and forty cents ($103,034.40), to resurface tennis courts at Memorial and Citizens Parks;

Section 2: The 2025 Budget is hereby adjusted to appropriate sixty-four thousand dollars ($64,000.00) from Account #105030-44430 – Building/Ground Maintenance into Account #105030-47390 – Improvement Other Than Building/Project;

Section 3 - Severability Provision: If any part of this Resolution 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 Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	**Submitted By:**	Josh Stacey
Phone:	479.418.8653	**For Department(s):**	Parks
Email:	jstacey@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 ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution to Amend a Contract with Nabholz Construction Services for Phillips Park Construction.
Action Recommendation & Justification:	Resolution to amend a contract with Nabholz Construction Services in the amount of $770,187.00 for additional construction work at Phillips Park. A budget adjustment is needed to reallocate impact fees.
Additional Comments for Consideration (Optional):	The additional budget request will be covered 100% by Park Impact Fees. Nabholz was selected under RFQ-21-27, following the City's standard RFQ solicitation & selection process for the procurement of professional services in accordance with state law. Unforeseen unsuitable soil in the park has caused substantial delays & redesigns for the main parking lot. Additional site improvements including shade canopies that were originally valued engineered out of the project are also included.
Amount for Approval:	$ 770,187.00

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
252020-49110	Transfer Out - General	$ 770,187.00	$
105030-39192	Transfer In - Impact/Capacity	$	$ 770,187.00
105030-47390	Improv Other than Bldg/Proj	$ 770,187.00	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

Memo

To:	City Council Members and Mayor Orman
From:	Josh Stacey, Parks and Recreation Deputy Director
CC:	David Wright, Parks and Recreation Director
Date:	May 14, 2025
Re:	Resolution to Amend a Contract with Nabholz Construction Services for Phillips Park Construction.

Parks and Recreation staff request City Council approval of a resolution authorizing the Mayor and City Clerk to execute an amended agreement with Nabholz Construction Services in the amount of $770,187 for additional construction management services for Phillips Park. A budget adjustment is required.

Construction at Phillps Park began in August 2023 and is currently 95% complete. However, unforeseen unsuitable soil in the park has caused substantial delays and redesigns for the main parking lot. In order to complete the parking lot, an additional $250,000 is needed to stabilize the soil. In addition, Parks staff recognized the need for some additional site improvements including shade canopies that were originally valued engineered out of the project, an extension of the parks maintenance facility fencing and gating, and additional sidewalks in the park.

The full amount of this adjusted GMP will be covered by Park Impact Fees.

While the work is ongoing at Phillips Park, the City and Nabholz are in agreement to provide the City with a temporary certification of occupancy for all other areas at Phillips Park so that our maintenance team can begin their work in the park preparing the ballfields, concessions, and other spaces for play later this year. The parking lot, fencing, and sidewalks are expected to take 6-8 weeks to complete upon Council approval while the shade canopies will be completed later this fall due to a longer delivery timeframe.

If you have any questions, regarding this item, please contact me at 418.8653, or email jstacey@bentonvillear.com.

Attachments:
Original Nabholz Agreement
Amended Nabholz Contract Agreement

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 20th day of May in the year 2025, 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
City of Bentonville

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

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.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed
Seven hundred seventy thousand one hundred eighty-seven dollars and zero cents ($ $770,187.00), 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.)

See attached Exhibit A.1 – 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
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)
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.)

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.)

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[X] Not later than ninety (90) calendar days from the date of commencement of the Work.

[] By the following date:

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

Portion of Work	Substantial Completion Date
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
GTS Report	Pavement Subgrade Stabilization Recommendations	April 25, 2025	3

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

Reference GMP Amendment 001 Exhibit B Specifications with additions through April 30, 2025

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 GMP Amendment 001 Exhibit C – List of Drawings with amendments as herein:

Number	Title	Date
Architect's Supplemental Instructions by Crafton Tull & Associates	ASI 005	March 19, 2025

§ 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		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

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(Identify each allowance.)

Item	Price
Remove & Reinstall Existing Bleachers x 14	$4,500.00
Bleacher Anchors x 4	$240.00
Concrete Protection (CDX Plywood 4'x8' – 12)	$624.00
Hydroseed @ SWPPP Maintenance	$9,310.00

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

See attached Exhibit A.2 – Assumptions & Clarifications

§ 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.)

N/A

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 - EVP
(Printed name and title)	*(Printed name and title)*

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EXHIBIT A.1

NABHOLZ

PROJECT NAME ***Phillips Park (Additional Work) - GMP Estimate - Rev.03***
PROJECT LOCATION Bentonville, AR
REVIEW DATE 5/15/2025
ARCHITECT Crafton Tull & Associates, Inc.
ESTIMATED DURATION 3 mos

Job Phase	Nabholz	Description	Grand Total Amount	Grand Total Price
04		**Maintenance Yard Fencing and Site Improvements**		
	05-1950	**Misc. Steel**		
		Bollards	8,186	8,186.00 /lsum
		05-1950 Misc. Steel	**8,186**	**8,186.00 /lsum**
	07-9200	**Joint Sealants**		
		Joint Sealants	910	910.00 /lsum
		07-9200 Joint Sealants	**910**	**910.00 /lsum**
	32-1723	**Pavement Markings**		
		Pavement Markings	3,500	3,500.00 /lsum
		32-1723 Pavement Markings	**3,500**	**3,500.00 /lsum**
	32-3113	**Fencing & Gates**		
		Motorized: Slide Gate (Cellular SVC Subscription Owner Provided)	9,166	9,166.00 /lsum
		Motorized: Gate Operator	2,990	2,990.00 /lsum
		Motorized: Cellular Key Pad, Card Reader (100 Cards), Remotes, Knox Box, & Exit Devices	9,905	9,905.00 /lsum
		Motorized: Swing Gate (Cellular SVC Subscription Owner Provided)	7,724	7,724.00 /lsum
		Motorized: Gate Operator	2,499	2,499.00 /lsum
		Motorized: Cellular Key Pad, Card Reader (100 Cards), Remotes, Knox Box, & Exit Devices	9,905	9,905.00 /lsum
		Chain Link Fencing & Gates (Coated Black - 240lf)	8,640	8,640.00 /lsum
		Chain Link Walk Gates (Coated Black - x3)	1,050	1,050.00 /lsum
		Motorized: Slide Gate Garage Door Type Remote Openers - x50 (Employee Use)	1,500	1,500.00 /lsum
		Motorized: Slide Gate Garage Door Type Remote Openers - x5 (Public Use)	120	120.00 /lsum
		32-3113 Fencing & Gates	**53,499**	**53,499.00 /lsum**
	32-4750	**Site Concrete**		
		Sidewalks - 8,270 SF	41,350	41,350.00 /lsum
		Motorized Equipment Foundations	3,600	3,600.00 /lsum
		Mountable Curb & Gutter (20lf)	500	500.00 /lsum
		Overhead	7,289	7,289.00 /lsum
		32-4750 Site Concrete	**52,739**	**52,739.00 /lsum**
	33-0516	**Site Utilities**		
		Site Electric (Conduit, Wire, & Accessories - Gate Power - x2)	15,000	15,000.00 /lsum
		Gates: Road Demolition, Trench, Backfill, & New SD Asphalt Paving (92sqft)	8,500	8,500.00 /lsum
		33-0516 Site Utilities	**23,500**	**23,500.00 /lsum**
		04 Maintenance Yard Fencing and Site Improvements	**142,334**	**142,334.00 /lsum**
05		**Shade Canopies**		
	11-6600	**Bleachers**		
		Remove & Reinstall Exising Bleachers x14 - Allowance	4,500	4,500.00 /lsum
		Bleacher Anchors x4 - Allowance	240	240.00 /lsum
		11-6600 Bleachers	**4,740**	**4,740.00 /lsum**
	11-6800	**Shade Canopies**		
		Supply: Shade Canopy - x7	118,321	118,321.00 /lsum
		Installation & Erection - x7	72,359	72,359.00 /lsum
		Anchor Bolts (Drill & Epoxy - x84)	25,200	25,200.00 /lsum
		11-6800 Shade Canopies	**215,880**	**215,880.00 /lsum**
	32-1313	**Site Concrete**		
		Canopy Footings (Included w/ PP GMP)	0	0.01 /lsum
		Concrete Protection (CDX Plywood 4'x8' - 12) - Allowance	624	624.00 /lsum
		32-1313 Site Concrete	**624**	**624.01 /lsum**
		05 Shade Canopies	**221,244**	**221,244.01 /lsum**
07		**Parking Cement Stabilization**		
	03-0010	**Concrete**		
		Parking Cement Stabilization	167,350	167,350.00 /lsum
		03-0010 Concrete	**167,350**	**167,350.00 /lsum**
		07 Parking Cement Stabilization	**167,350**	**167,350.00 /lsum**
08		**Maintenance Cedar Privacy Fence**		
	32-3113	**Fencing & Gates**		
		Wood Fencing: Cedar Privacy Fence	70,879	70,879.00 /lsum
		32-3113 Fencing & Gates	**70,879**	**70,879.00 /lsum**
		08 Maintenance Cedar Privacy Fence	**70,879**	**70,879.00 /lsum**

EXHIBIT A.1

PROJECT NAME	***Phillips Park (Additional Work) - GMP Estimate - Rev.03***
PROJECT LOCATION	Bentonville, AR
REVIEW DATE	5/15/2025
ARCHITECT	Crafton Tull & Associates, Inc.
ESTIMATED DURATION	3 mos

Estimate Totals

Description	Amount	Totals
Cost of Work	**601,807**	**601,807**
Building Permit Allowance	3,486	
Municipal Fees	**3,486**	**605,293**
Warranty	1,925	
Subcontractor Surety	7,523	
General Liability & Umbrella	7,317	
Builder's Risk	5,370	
Performance Payment Bond	3,851	
Insurances & Bonds	**25,986**	**631,279**
General Contractor Contingency	**23,106**	**654,385**
General Conditions & Requirements	**87,786**	**742,171**
Project Fee	**28,016**	**770,187**
Total		***770,187***

PROJECT CONFIDENTIAL

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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.

EXHIBIT A.2

Phillips Park Improvements
Bentonville, AR

Assumptions, Clarifications, & Qualifications

The following assumptions, clarifications, and qualifications apply to this GMP Amendment 002:

Exclusions: The following items are not included in the budget pricing:

- Overhead door operators and deck at the maintenance building.
- Dumpster enclosure.
- Utility services, irrigation, and maintenance (watering and mowing) of grass areas.
- Third-party testing and inspections (assumed to be arranged and funded by the City of Bentonville).
- Design fees.
- Non-typical delegated design.
- Furniture, Fixtures, and Equipment (FFE), except for shade canopies specified in ASI 005.

Clarifications

- Cement Stabilization Quantities: The amendment is based on a not-to-exceed quantity of 86,835 square feet of cement stabilization. Final costs will be determined based on actual areas stabilized, as verified by the Engineer of Record.
- Asphalt Profile Credit: No credit for the reduced asphalt profile is included in this amendment. A credit for asphalt quantities will be addressed in a final change order, based on the difference between estimated and actual quantities placed.
- Assumes recommendations of cement stabilization subcontractor PaveCon for placement of 4” of base material ahead of stabilization is acceptable to Engineer of Record as this deviates from the recommendations of the Geotech report by GTS.
- CM Fee was removed on portion of GMP Amendment attributed to unsuitable soils/cement stabilization per meeting with Bentonville Parks on May 15, 2025.

RESOLUTION NO. 9-12-23 M

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 12 **day of** SEPTEMBER **, 2023.**

APPROVED:

[redacted]

STEPHANIE ORMAN, MAYOR

ATTEST:

[redacted]

KIRBY ROMINES, CITY CLERK

CITY OF BENTONVILLE CORPORATE Seal ARKANSAS

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

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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

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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.

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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.)

« »

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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,

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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)*
(Printed name and title)	Rob Dodd – Executive Vice President *(Printed name and title)*

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User Notes:
(861296194)

NABHOLZ

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

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NABHOLZ

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
		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**

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NABHOLZ

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

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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

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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

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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

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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

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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

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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

MASTER COPY

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.

[redacted]

Kalene Griffith, President
Visit Bentonville

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CHANGE ORDER #1 WITH NABHOLZ CONSTRUCTION SERVICES, IN THE AMOUNT OF SEVEN HUNDRED SEVENTY THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS ($770,187.00), FOR ADDITIONAL CONSTRUCTION WORK AT PHILLIPS PARK; AMENDING THE 2025 BUDGET TO APPROPRIATE IMPACT FEES TO FUND SAID CHANGE ORDER; AND FOR OTHER PURPOSES.

WHEREAS, additional construction work is needed at Phillips Park due to unforeseen soil conditions and the addition of items that were previously value engineered out of the project;

WHEREAS, Nabholz Construction Services was selected under RFQ-21-27, following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law; and

WHEREAS, this purchase will be funded by impact fee monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into Change Order #1 with Nabholz Construction Services, for additional construction work at Phillips Park, in the amount of seven hundred seventy thousand one hundred eighty-seven dollars ($770,187.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate seven hundred seventy thousand one hundred eighty-seven dollars ($770,187.00); from Account #252020-49110 - Transfer Out-General into Account #105030-39192 – Transfer In-Impact/Capacity;

Section 3: The 2025 Budget is further adjusted to transfer the same from Account #105030-39192 – Transfer In-Impact/Capacity into Account #105030-47390 – Improvement Other Than Building/Project;

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 Provisions: 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 _____, 2025.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	**Submitted By:**	David Wright
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:	Resolution Authorizing an Amended GMP Agreement with Flintco for Dave Peel Park/Plaza
Action Recommendation & Justification:	A Resolution authorizing Mayor and City Clerk to enter into an amended GMP agreement with Flintco, in the amount of $11,782,900.00, for the construction of Dave Peel Park / Plaza as part of Parks and Recreation's Quilt of Parks Project. This is funded with grant monies, bond proceeds, and A and P funds. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The budget adjustment below is inclusive of the total project cost of $12,224,992.00 and contains funds for the following 2 agenda items. Flintco was selected under RFQ-21-09, following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.
Amount for Approval:	$ 11,782,900.00

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
105030-47390	Improv Other than Bldg/Proj	$ 4,500,000	$
305030-47390	Improv Other than Bldg/Proj	$ 7,724,992	$
105030-33810	Local Grants	$	$ 3,500,000
		$	$

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

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: May 12, 2025

Re: Amended contract with Flintco for construction of Dave Peel Park.

Parks and Recreation Staff seeks approval of an amended agreement with Flintco, in the amount of $11,782,900 for the construction of Dave Peel Park / Plaza as part of Parks and Recreation's Quilt of Parks Project.

You are aware that in 2019, the City was awarded a Design Excellence Grant for the improvement of Dave Peel Park. After considerable public input during the master planning phase of this project, it became very obvious our citizens wanted our downtown parks be better connected and for the city to provide a safe passageway between each of these public spaces. This led to the concept of the Quilt of Parks and the A Street Promenade. Other projects that have benefited from this 2019 – 2020 study include Lawrence Plaza and Town Branch Parks, both integral parts to the Quilt of Parks Project.

The final project for the Quilt of Parks is the construction of Dave Peel Park + Plaza area on the south end of the A Street Promenade. Despite this action officially being a "change order", the team managing the bidding process treated this like a new project. The construction manager, Flintco, remains the same. But we asked Flintco to fully rebid this portion of the project.

Parks and Recreation Staff attended a bid opening on March 18 and since then, Flintco has been descoping each subcontractor bid and negotiating best prices for the City. The final construction price is $11,782,900. The final designs are attached.

While the construction cost with Flintco is $11,782,900, there are other costs associated with this project. The total project costs is $12,224,992. The breakdown for the overall project is as follows:

Construction Costs – Flintco:	$11,782,900
Construction Admin – Design Workshop:	$247,000
Utility Work / Underground Lines – BUED:	$104,397
Geotech and Testing – GTS:	$90,695
Total	**$12,224,992**

Payment for this project is as follows:

2023 Bond Funds	$4,763,750
2023 Bond Interest	$1,573,369
A & P Funds (accepted in 2022)	$1,000,000
Walton Family Foundation Grant (2023)	$3,500,000
2025 Bond	**$1,387,873**
Total	$12,224,992

Construction timelines now become part of the challenge for this project. Although we are asking the City Council to approve this amended agreement, we do not have a timeline for when construction may begin. By approving the agreement now, we allow Flintco to begin working to get all subcontractors in place and begin procuring materials. In the next several weeks / months, we will continue to monitor progress of all projects in Downtown. While Parks and Rec has very little influence on private projects in Downtown, our team will continue to manage our projects with the goal of "minimal impact possible". Our team will make sure that all city departments and elected officials are knowledgeable of our construction timelines once decisions are able to be made.

Attachments:
Agreement with Flintco
Final Park Design

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Dave Peel Event Park & Plaza Bentonville, AR	**CONTRACT INFORMATION:** Contract For: General Construction Date: 05-06-2025	**CHANGE ORDER INFORMATION:** Change Order Number: 003 Date: 05-06-2025
OWNER: *(Name and address)* City of Bentonville 305 SW A Street Bentonville, AR 72712	**ARCHITECT:** *(Name and address)* Design Workshop 812 San Antonio St #401 Austin, TX 78701	**CONTRACTOR:** *(Name and address)* Flintco 184 E. Fantinel Blvd Springdale, AR 72762

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Provided within the attached is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the final Guaranteed Maximum Price.

Reference Exhibit "C" Flintco Itemized GMP attached, dated April 25, 2025.

Allowances included in the Guaranteed Maxium Price are listed below:

OH to UG Electrical	$350,000.00
BEUD Allowance	$ 50,000.00
Unforeseen Conditions	$ 10,000.00

Assumptions on which the Guaranteed Maxium Price is based: Reference Attached Exhibit "D" - Clarifications and Assumptions to GMP Dated April 30, 2025 for a complete list of assumptions.

The Guaranteed Maxium Price is based upon the following Specifications: Reference Exhibit "E" - Dave Peel Event Park & Plaza Specification List.

The Guaranteed Maxium Price is based upon the following Drawings: Reference Exhibit "F" - Dave Peel Event Park & Plaza Drawing Log

The Guaranteed Maxium Price is based upon the use of the contractors listed in Exhibit "G" - Contractor List.

The new substantial completion date assumes a start date of 07-07-25 for the Event Park and a start date of 08-18-25 for the Plaza.

The original Guaranteed Maximum Price was	$	15,586,320.00
The net change by previously authorized Change Orders	$	25,613.00
The Guaranteed Maximum Price prior to this Change Order was	$	15,611,933.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	$	11,782,900.00
The new Guaranteed Maximum Price including this Change Order will be	$	27,394,833.00

The Contract Time will be increased by Three Hundred Sixty-Five (365) days.
The new date of Substantial Completion will be 07-07-2026

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

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User Notes: (681a5c899b0476ced7fa6d93)

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

ARCHITECT *(Signature)*	**CONTRACTOR** *(Signature)*	**OWNER** *(Signature)*
BY: Conners Ladner	BY: Brent Farmer	BY: Stephanie Orman
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
Date	*Date*	*Date*

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UPDATED: 4/25/2025

Spreadsheet Report
Dave Peel Event Park & Plaza

Project Name: Dave Peel Event Park & Plaza

Estimator: Taylor France

Group	Description	Total Amount
01000	GENERAL CONDITIONS	$ 838,233
01000	PROJECT REQUIREMENTS	$ 255,234
01000	BID PACKAGE #1B - GENERAL PACKAGE	$ 81,890
01000	BID PACKAGE #1C - FINAL CLEAN	$ 15,000
03000	BID PACKAGE #3A - BUILDING & EXTERIOR CONCRETE	$ 775,592
03000	BID PACKAGE #4A - MASONRY	$ 154,200
04000	BID PACKAGE #5A - STRUCTURAL & MISC STEEL SUPPLY & INSTALL	$ 402,170
06000	BID PACKAGE #6A - WOOD DECKING	$ 46,556
07000	BID PACKAGE #7A - WATERPROOFING, DAMP-PROOFING & SEALANTS	$ 25,268
07000	BID PACKAGE #7B - MEMBRANE ROOFING & METAL PANELS	$ 283,538
08000	BID PACKAGE #8A - DOORS, FRAMES, HARDWARE & SPECIALTIES (SUPPLY)	$ 30,091
08000	BID PACKAGE #8B - DOORS, FRAMES, HARDWARE & SPECIALTIES (INSTALL)	$ 9,257
08000	BID PACKAGE #8L - GLASS & GLAZING	$ 128,260
09000	BID PACKAGE #9A - METAL FRAMING, SHEATHING & DRYWALL	$ 6,000
09000	BID PACKAGE #9L - EPOXY FLOORING	$ 12,755
09000	BID PACKAGE #9T - PAINTS & COATINGS	$ 31,319
10000	BID PACKAGE #10B - EXTERIOR SIGNAGE	$ 128,401
11000	BID PACKAGE #11A - PLAYGROUND EQUIPMENT	$ 815,053
11000	BID PACKAGE #11L - TURF & PIP SAFETY SURFACING	$ 667,228
11000	BID PACKAGE #12J - SITE FURNISHINGS	$ 327,541
22000	BID PACKAGE #22A - PLUMBING	$ 72,541
23000	BID PACKAGE #23A - HVAC	$ 45,561
26000	BID PACKAGE #26A - ELECTRICAL	$ 1,509,000
31000	BID PACKAGE #31A - SWPPP, DEMOLITION, EARTHWORK, STORM DRAINAGE & UTILITIES	$ 1,528,480
32000	BID PACKAGE #32A - LANDSCAPING & IRRIGATION	$ 602,093
32000	BID PACKAGE #32C - ASPHALT PAVING	$ 92,963
32000	BID PACKAGE #32D - PAVEMENT MARKINGS & WHEEL STOPS	$ 15,000
32000	BID PACKAGE #32H - PAVERS, STONE & LANDSCAPE BOULDERS	$ 1,049,225
	BEUD Allowance	$ 50,000
	Unforseen Conditions Allowance (Plaza per Spec)	$ 10,000
	OH to UG Electrical Utilities Allowance	$ 350,000

SUBTOTAL:	$	10,358,449
BONDS, INSURANCE, & FEES:	$	987,753
CM CONTINGENCY:	$	218,349
OWNER CONTINGENCY:	$	218,349
FINAL BID	$	11,782,900

City of Bentonville, Dave Peel Park and Plaza

EXHIBIT D

CLARIFICATIONS AND ASSUMPTIONS

Project Description

The City of Bentonville Dave Peel Park & Plaza project includes construction in the parking lot southeast of the intersection between SE A Street and SE 2nd Street (Plaza), along with the existing Dave Peel Park (Park) in Bentonville, AR. Site improvements include new brick paving, boulders, landscaping, turf, irrigation, outdoor furnishings, playground equipment, wood decking, event plaza, restroom/storage building, lighting, signage, and more.

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 issued for bid plans and specifications provided by Design Workshop, dated 2/21/2025. Scope of work also includes addendums #1 (dated 3-10-25) & #2 (dated 3-26-25). The power relocation to underground drawings/details were incomplete at the time of the bid, so an allowance has been provided for this scope of work. Project documents are itemized in Exhibit D (Drawings) and E (Specifications). Contractor list has been shown in Exhibit G.

This proposal is based on revisions to products and specifications made during the value engineering process that are not shown on the construction documents. These changes are itemized in Exhibit F Accepted Value Engineering Revisions.

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 be through SE 2nd Street for both the Park and Plaza. Access though E Central Ave will be needed at times for the Park.

Owner Furnished Products

All art pieces.

Division I – General Conditions

Schedule

The complete project schedule will be 12 months (broken up into two projects) from the date of mobilization (commencement of the Construction Phase) to Substantial Completion/Temporary Certificate of Occupancy. This assumes a start date of July 7th, 2025 for the Event Park and a start date of August 18th for the Plaza. This GMP changes the substantial completion date of the entire project, including A Street Promenade, assuming the start dates above. Flintco's intent is to still complete the A Street Promenade scope of work by September 30th, 2025.

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 and/or 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 the 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 0.206%, SDI 1.50% (based on the total enrolled subcontract value), GL/WC 0.785%, and the P & P Bond 0.80%.

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. No cost has been assigned to overall/building permits. Trade specific permits are included.

Division 1 – General

This proposal includes additional general services not included in the general conditions/project requirements to ensure the work is completed correctly and on schedule. These include construction surveying and staking, final clean, site furnishings, SWPPP Maintenance when the earthwork subcontractor is not on-site, site cleaning, miscellaneous rough carpentry, street sweeping to address track-out, traffic control when the earthwork/asphalt subcontractor is not on-site, quality control review, and temporary fire extinguishers.

Flintco assumes any street closures will be approved 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 near the project when feasible. Temporary egress will not meet ADA 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 – C0.12 for the Plaza and Park respectively. This proposal includes all landscape demolition work included in the plant protection and removal series plans between L1-00 – L1-02 for the Plaza and Park respectively.

All demolition not included in the Contract Documents have been excluded. Any unforeseen conditions are not included for cost to repair/demo.

Division 3 – Concrete

This proposal includes all new concrete work per the Contract Documents, including slab on grade, sidewalks, curb & gutter, ribbon curb, vehicular/pedestrian concrete paving, and footings. Concrete footing for the art feature in the Plaza is only priced at the size shown on the drawings. Any increase in size for this footing will result in additional cost.

Division 4 – Masonry

This proposal includes all masonry per the Contract Documents, including CMU block, brick veneer, brick pavers and stone paving. This includes all brick/stone aspects of the stone steps, site walls/benches, stone bollards, boulders, and all brick elements of the restroom building. This proposal includes all metal edging for brick and stone paving as required. Truncated domes in this project are assumed to be standard yellow truncated domes and not brick truncated domes.

This proposal calls for a max size for boulders being 3 tons per boulder. Any increase in the size of these boulders would result in a cost increase.

Flintco will adhere to the 2013 ICPI standards regarding roadway slope and flatness. The minimum slope is 1.5% or a drop of 3/16" for every foot of pavement. The flatness tolerance is +/- 3/8" over 10'.

Division 5 – Metals

This proposal includes all metals as required per the Contract Documents. Assumption has been made that we are allowed to proceed with the installation of Longboard in lieu of Geolam. Longboard comes in different sizes than the Geolam. If Geolam is the required product to use, this would incur a price increase.

Division 6 – Wood, Plastics, and Composites

This proposal includes all wood and composites as required per the Contract Documents. This proposal does not include plastics, as none are included in the Contract Documents. This price assumes the use of Kebony wood for the wood decking.

Division 7 – Waterproofing and Roofing

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

Division 8 – Openings

This proposal includes all openings as required per the Contract Documents. All openings for this project are understood to be in the restroom building in the Plaza. No other openings have been included, as no other openings are shown in the contract documents. All doors and frames are specified as hollow metal. Framing for the interconnecting polycarbonate system is assumed to be clear anodized. Any change in this assumption would result in a cost increase.

Division 9 – Finishes

This proposal includes all finishes as required per the Contract Documents. This includes paint, epoxy paint, metal framing, drywall, and epoxy flooring.

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, brick identity signs, and regulatory signs. This proposal also includes one knox box, restroom signage, ADA signage, toilet accessories, grab bars, paper towel dispensers, soap dispensers, sanitary napkin disposals, mirrors, tissue dispensers, and baby change stations. Any specialties not listed have not been included.

Division 11 - Equipment

This proposal includes all playground equipment and structures as required per the contract documents. We have included the acceptance of alternates for 10.1 Shade Sail, 10.8 Track Ride, and 10.13 Climbing Slope Rope as discussed in the previous meeting held on 4/10/25. All other playground equipment is to be provided as specified.

Division 12 – Furnishings

This proposal includes all site furnishings included in the Contract Documents. These include 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 includes the pre-engineered shade structure as part of special construction. This is to be procured and installed per 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 all pluming included in the contract documents. All plumbing aspects found in the restroom building have been included in this GMP. RP type backflow preventers and tie-ins to water meters as specifically indicated in the Contract Documents have been included.

Division 23 – HVAC

This proposal includes all heating and ventilation for the restroom building, per the Contract Documents.

Division 26 – Electrical

This proposal includes all new electrical work called out in the Contract Documents. This electrical work includes all conduit, wire, and fixtures for site lighting and power. An allowance of $350,000 has been included to reroute the existing overhead electrical line underground in front of Oven and Tap.

Division 27 – Communications

This proposal includes all new communications work included in the Contract Documents. This package includes all conduits, wires, and pull boxes. This scope of work will be included in the electrical contract.

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 includes a 24" landscape bed undercut, a 24" undercut and fill in all right of ways, an 18"-24" undercut for all sidewalks, and a straight undercut and fill for all other areas, including paving areas. Iron Age Designs Ductile Iron 65-45-12 has been included as the trench drain for this project. Any change to this specification will result in a price increase. Assumption has been made that we can use round storm drain boxes for this project.

Division 32 – Exterior Improvements

Deviation in the asphalt smoothness will be corrected via diamond grinding if the percentage of surface area corrected is 25% or less. This proposal assumes the use of mill and overlay in between the Plaza and Event Park. Truncated domes in this project are assumed to be standard yellow truncated domes and not brick truncated domes.

Flintco will install pavers and other hardscapes to the elevation shown in the Contract Documents. At locations indicated to match exiting grades, slope cannot exceed 2% from the nearest spot elevation provided in the contract documents.

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 is included and will be required. This proposal excludes relocation, protection, as-built location, or demolition of any underground utilities not shown in the contract documents.

Flintco shall not supervise, manage, coordinate, or be held responsible in any capacity for the installation, performance, scheduling, quality, or completion of any franchise utilities, including but not limited to electric, gas, telecommunications, water, or sewer systems provided by third-party utility companies. The responsibility for the design, permitting, installation, and coordination of such franchise utility services shall rest solely with the respective utility providers and/or the project owner. Flintco shall bear no liability, obligation, or risk for delays, damages, defects, or other issues arising from or related to the installation or operation of franchise utilities.

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.

The contractor shall be entitled to an increase in the Contract Sum and/or Contract Time resulting from changes in Law enacted after the effective date of this Agreement, including but not limited to executive orders, taxes, tariffs and import fees, and material price escalation to the extent caused by such governmental actions. For purposes of this provision, a change in Law shall be deemed to occur only when it becomes effective and enforceable, and the Contractor shall have no obligation to anticipate the impact of any Law that has been enacted but is not yet in effect or is subject to delayed enforcement.

Flintco LLC (40-000)

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 09 00	Engineering Inspections and Observations	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
00 10 00	Standard Specification Reference	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
00 10 02	Endangered Species Reference	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
00 10 03	Stormwater Pollution Prevention Plan	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
00 10 04	Arkansas Historical Preservation Prevention Plan	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
00 31 32	Geotechnical Data	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
000110	Table of Contents	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
01 - General Requirements					
01 21 13	Cash Allowances	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
01 57 13	Temporary Erosion and Sediment Control	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
012500	Substitution Procedures	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
013000	Administrative Requirements	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
013300	Submittal Procedures	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
015639	Temporary Tree and Plant Protection	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
017700	Closeout Procedures	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
017823	Operation and Maintenance Data	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
017839	Project Record Documents	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
02 - Existing Conditions					
02 41 19	Selective Demolition	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
03 - Concrete					
03 20 00	Concrete Reinforcing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
03 30 00	Cast-in-Place Concrete	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
031100	Concrete Forming	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
036200	Non-Shrink Grouting	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
036216	Metallic Non-Shrink Grouting	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
04 - Masonry					
040513	Masonry Mortaring	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
042113	Brick Masonry	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
044300	Stone Masonry	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
044313	Stone Masonry Veneer	0	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
05 - Metals					
051200	Structural Steel Framing	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)

Flintco LLC (40-000)

Number	Description	Revision	Issued Date	Received Date	Set
053100	Steel Decking	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
055000	Metal Fabrications	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
055213	Pipe and Tube Railings	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
06 - Wood, Plastics, and Composites					
06 71 13	Composite Lumber	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
061000	Rough Carpentry	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
061533	Wood Patio Decking	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 - Thermal and Moisture Protection					
07 10 00	Dampproofing and Waterproofing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 19 00	Water Repellents	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 21 00	Thermal Insulation	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 27 26	Fluid-Applied Membrane Air Barriers	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 54 23	Thermoplastic-Polyolefin Roofing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 62 00	Sheet Metal Flashing and Trim	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
07 92 00	Joint Sealants	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
08 - Openings					
08 11 13	Hollow Metal Doors and Frames	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
08 31 13	Access Doors and Frames	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
08 71 00	Door Hardware	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
09 - Finishes					
09 29 00	Gypsum Board	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
09 67 26	Quartz Flooring	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
09 91 00	Painting	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
092216	Non-Structural Metal Framing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
10 - Specialties					
10 00 00	Specialties	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
10 28 13	Toilet Accessories	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
11 - Equipment					
116800	Play Field Equipment and Structures	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
12 - Furnishings					
12400	Furnishings and Accessories	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
13 - Special Construction					
133123	Tensioned Fabric Structures	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
22 - Plumbing					
220500	Common Work Results for Plumbing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
220513	Common Motor Requirements for Plumbing Equipment	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
220519	Meters and Gages for Plumbing Piping	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)

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Number	Description	Revision	Issued Date	Received Date	Set
220523	General-Duty Valves for Plumbing Piping	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
220529	Hangers and Supports for Plumbing Piping and Equipment	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
220553	Identification for Plumbing Piping and Equipment	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
220700	Plumbing Insulation	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
221100	Facility Water Distribution	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
221123	Domestic Water Pumps	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
221300	Facility Sanitary Sewerage	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
223300	Electric Domestic Water Heaters	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
224000	Plumbing Fixtures	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
230500	Common Work Results for HVAC	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
230553	Identification for HVAC Piping and Equipment	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
230593	Testing, Adjusting, and Balancing for HVAC	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
230700	HVAC Insulation	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
233113	Metal Ducts	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
233300	Air Duct Accessories	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
233416	Centrifugal HVAC Fans	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
233713	Diffusers, Registers, and Grilles	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
26 - Electrical					
26 2816	Enclosed Switches and Circuit Breakers	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
260500	Common Work Results for Electrical	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260519	Low-Voltage Electrical Power Conductors and Cables	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260526	Grounding and Bonding for Electrical Systems	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260529	Hangers and Supports for Electrical Systems	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260533	Raceway and Boxes for Electrical Systems	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260553	Identification for Electrical Systems	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260573	Overcurrent Protective Device Coordination Study	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
260923	Lighting Control Devices	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
262200	Low-Voltage Transformers	0	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
262416	Panelboards	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
262726	Wiring Devices	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
264313	Surge Protective Devices for Low-Voltage Electrical Power Circuits	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
265100	Interior Lighting	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
265600	Exterior Lighting	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
31 - Earthwork					
31 10 00	Site Clearing	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
31 20 00	Earth Moving	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)

Number	Description	Revision	Issued Date	Received Date	Set
31 21 16	Methane Mitigation	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
31 23 19	Dewatering	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
31 50 00	Excavation Support and Protection	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 - Exterior Improvements					
32 00 00	Exterior Improvements	0	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 05 23	Cement and Concrete for Exterior Improvements	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 11 23	Aggregate Base Courses	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 12 16	Asphalt Paving	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 13 13	Concrete Paving	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 13 73	Concrete Paving Joint Sealants	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 16 13	Curbs and Gutters	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
32 17 13	Parking Bumpers	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
32 17 23	Pavement Markings	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
321400	Unit Paving	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
321443	Porous Unit Paving	0	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
321540	Crushed Stone Surfacing	0	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
321813	Synthetic Grass Surfacing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
321816	Synthetic Resilient Surfacing	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
323253	Stone Retaining Walls	0	03/10/25	03/10/25	PL Bid Specs (03/10/2025)
323300	Site Furnishings	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
329113	Soil Preparation	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
329200	Turf and Grasses	0	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
329300	Plants	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)
33 - Utilities					
33 05 00	Common Work Results for Utilities	1	03/10/25	03/10/25	EP Park Bid Specs (03/10/2025)

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Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
EP A1.0	ARCHITECTURAL SITE PLAN/ CODE FOOTPRINT	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP A2.1	FIRST FLOOR/ SPECIALTY/ CEILING PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP A2.10	ROOF PLAN AND DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP A4.0	AXONOMETRIC VIEWS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP A4.1	EXTERIOR ELEVATIONS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP A5.1	BUILDING/ WALL SECTIONS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
PL A1.0	CODE FOOTPRINT	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A1.1	ARCHITECTURAL SITE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A2.1	FIRST FLOOR PLANS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A2.3	SPECIALTY PLANS/ FINISH SCHEDULE / NOTES	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A2.5	ENLARGED RESTROOM PLAN AND ELEVATIONS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A2.8	REFLECTED CEILING PLANS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A2.10	ROOF PLANS/ DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A2.11	ROOF DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A3.1	DOOR SCHEDULE / WINDOW / FRAME ELEVATIONS / DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A3.2	DOOR/WINDOWS DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A5.1	EXTERIOR ELEVATIONS	1	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL A5.2	WALL SECTIONS AND DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
Civil					
EP C0.00	GENERAL NOTES AND LEGEND	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C0.10	OVERALL DEMOLITION PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C0.11	DEMOLITION PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C0.12	DEMOLITION PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C1.00	OVERALL SITE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C1.01	SITE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
EP C1.02	SITE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C2.01	UTILITY PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP C2.02	UTILITY PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP C3.01	GRADING & DRAINAGE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C3.02	GRADING & DRAINAGE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C3.10	SPOT GRADE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C3.11	SPOT GRADE PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP C4.01	EROSION CONTROL PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C4.02	EROSION CONTROL PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C4.03	EROSION CONTROL DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP C5.00	SITE DETAILS	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP C5.01	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
PL C0.00	GENERAL NOTES AND LEGEND	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C0.10	OVERALL DEMOLITION PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C0.11	DEMOLITION PLAN	0	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C1.00	OVERALL SITE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C1.01	SITE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C1.02	SITE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C2.01	UTILITY PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C2.02	UTILITY PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C3.01	GRADING & DRAINAGE PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C3.02	GRADING & DRAINAGE PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C3.12	SPOT GRADE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C3.13	SPOT GRADE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C4.01	EROSION CONTROL PLAN	1	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL C4.02	EROSION CONTROL PLAN	0	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C4.03	EROSION CONTROL DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
PL C5.00	SITE DETAILS	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL C5.01	SITE DETAILS	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
Coversheet					
EP Coversheet	Coversheet	0	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
PL Add 02 Coversheet	Coversheet	0	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL Coversheet	Coversheet	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
Demo					
PL C0.12	DEMOLITION PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL CO.11	DEMOLITION PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
Electrical					
EP E000	ELECTRICAL LEGEND	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP E001	ELECTRICAL GENERAL NOTES	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP E201	ELECTRICAL - EVENT PARK OVERALL PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP E202	ELECTRICAL PLAN - EVENT PARK	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP E203	ELECTRICAL PLAN - PAVILION	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP E300	LIGHT FIXTURE SCHEDULE	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP E400	ONE-LINE DIAGRAM	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP E401	PANELBOARD SCHEDULES	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP E500	ELECTRICAL DETAILS	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L4-02B	SITE LAYOUT PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
PL E000	ELECTRICAL LEGEND	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL E001	ELECTRICAL GENERAL NOTES	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL E201	ELECTRICAL - PLAY PARK OVERALL PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL E202	ELECTRICAL PLAN - PLAY PARK	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL E203	ELECTRICAL PLANS - RESTROOMS	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL E300	LIGHT FIXTURE SCHEDULE	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL E400	ONE-LINE DIAGRAM	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL E401	PANELBOARD SCHEDULES	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
PL E500	ELECTRICAL DETAILS	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
EP Cover Sheet					
EP Cover Sheet	EP Cover Sheet	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
Landscape					
EP L0-01	SITE HARDSCAPE REFERENCE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L0-02	SITE SOFTSCAPE REFERENCE PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L0-03	SITE KEY PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L0-04	GENERAL INFORMATION	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L0-05	GENERAL INFORMATION	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L1-01	PLANT PROTECTION AND REMOVAL PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L1-02	PLANT PROTECTION AND REMOVAL PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L3-01	SITE MATERIALS PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L3-02	SITE MATERIALS PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L4-01A	SITE LAYOUT PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L4-01B	SITE LAYOUT PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L4-02A	SITE LAYOUT PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L6-00	SITE LIGHTING FIXTURE SCHEDULE	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L6-01	SITE LIGHTING PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L6-02	SITE LIGHTING PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L7-01	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-02	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-03	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-04	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-05	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-06	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-07	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-08	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L7-09	SITE DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L8-01	SITE TREE PLANTING PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L8-02	SITE TREE PLANTING PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L9-01	SITE SHRUB PLANTING PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L9-02	SITE SHRUB PLANTING PLAN	1	03/26/2025	03/26/2025	Event Park Addendum 02 (03/26/25)
EP L11-01	PLANTING DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L11-02	PLANTING DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP L11-03	PLANTING DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
PL L0-01	SITE HARDSCAPE REFERENCE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)

Flintco LLC (40-000)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
PL L0-02	SITE SOFTSCAPE REFERENCE PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L0-03	SITE KEY PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L0-04	GENERAL INFORMATION	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L0-05	GENERAL INFORMATION	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L1-01	PLANT PROTECTION AND REMOVAL PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L1-02	PLANT PROTECTION AND REMOVAL PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L3-01	SITE MATERIALS PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L3-02	SITE MATERIALS PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L4-01	SITE LAYOUT PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L4-01A	PLAYGROUND SITE LAYOUT SURFACE PLAN LAYOUT PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L4-02	SITE LAYOUT PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L4-02A	PLAYGROUND SITE LAYOUT SURFACE PLAN LAYOUT PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L6-00	SITE LIGHTING FIXTURE SCHEDULE	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L6-02	SITE LIGHTING PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L6-03	SITE LIGHTING PLAN	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-01	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-02	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-03	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-04	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-05	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-06	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-07	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-08	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					25)
PL L7-09	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-10	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-11	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-12	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-13	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-14	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-15	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-16	SITE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-17	7.9 SITE KEYNOTES:	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L7-18	SHEET NUMBER	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L8-01	TREE PLANTING PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L8-02	TREE PLANTING PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L9-01	SHRUB AND GROUNDCOVER PLANTING PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L9-02	SHRUB AND GROUNDCOVER PLANTING PLAN	1	03/26/2025	03/26/2025	Plaza Addendum 02 (03/26/2025) (03/26/25)
PL L11-01	PLANTING DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L11-02	PLANTING DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL L11-03	PLANTING DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
Mechanical					
PL M000	MECHANICAL GENERAL NOTES AND LEGEND	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL M101	HVAC LEVEL 1 PLAN - RESTROOMS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL M400	MECHANICAL DETAILS AND SCHEDULES	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
Plumbing					
PL P000	PLUMBING GENERAL NOTES AND LEGEND	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/

Flintco LLC (40-000)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					25)
PL P101	PLUMBING LEVEL 1 PLAN - RESTROOMS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL P200	PLUMBING SCHEDULES	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL P300	PLUMBING DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
Structural					
EP S0.0A	GENERAL NOTES	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP S0.1A	GENERAL NOTES	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP S0.2A	QUALITY ASSURANCE	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP S1.0A	PERFORMANCE PAVILION	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP S2.0A	PERFORMANCE PAVIILION RIGGING PLAN	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
EP S5.0A	PERFORMANCE PAVILION DETAILS	0	03/10/2025	03/10/2025	Bid Set (03/10/2025) (03/10/25)
PL S0.0B	GENERAL NOTES	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S0.1B	GENERAL NOTES	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S0.2B	QUALITY ASSURANCE	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S0.3	QUALITY ASSURANCE	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S1.0B	RESTROOM PAVILION	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S2.0B	CMU WALL ELEVATIONS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S3.0	CONCRETE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S3.1	CONCRETE DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S4.0	MASONRY DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)
PL S5.0	STEEL DETAILS	0	03/10/2025	03/10/2025	Plaza Bid Set (03/10/2025) (03/10/25)

Project Name: Quilt of Parks - Dave Peel Event Park & Plaza

Description	Company	Address
General Package	Flintco	184 Fantinel Dr, Springdale, AR 72762
Final Clean	Counterpoint Trading DBA Speedy Cleaners	10160 Sugar Creek Rd, Bentonville, AR 72712
Site Furnishings, Playground Equipment, & Turf/PIP Surfacing	Play by Design Inc	304 N. Geneva Street, Ithaca, NY 14850
Concrete	Cantera Concrete Company	108 Crossover Ave B, Lowell, AR 72745
Masonry	MCB Masonry LLC	13827 AR-279, Hiwasse, AR 72739
Structrual Steel Supply & Install	WilShar Steel	124 Mount Hebron Rd, Lowell, AR 72745
Waterproofing, Sealants and Roofing/Metal Panels	Harness Roofing Inc.	4185 Treadco Dr, Springdale, AR 72762
Doors Frames and Hardware Supply	Wesche Co	228 S 40th St, Springdale, AR 72762
Doors Frames and Hardware Install	Trimtech Inc.	997 Happy Trails Dr STE D4, Rogers, AR 72756
Glass & Glazing	Commercial Glass and Metal	615 W 10th St, Joplin, MO 64801
Metal Framing & Drywall	Built-Well	13568 AR-279, Gravette, AR 72739
Epoxy Flooring	Desco Coatings, Inc.	6131 Carnegie Dr, North Little Rock, AR 72117
Paints & Coatings	Geels Paint & Wallcovering	528 N 40th St, Springdale, AR 72762
Paving	Elevated Pavers & Stone	116 NW 8th St, Oklahoma City, OK 73102
Wood Decking	Blackwell's Bluewater	6424 Lake Oaks Cir, Fort Worth, TX 76108
Exterior Signage	Best Sign Group	2860 W Walnut St #300, Rogers, AR 72756
Plumbing & HVAC	American Air Conditioning & Mechanical	4315 N Thompson St, Springdale, AR 72764
Electrical	Marrs Electric Inc	701 Kawneer Dr, Springdale, AR 72764
Earthwork, Demolition, and Site Utilites	Dean Crowder Construction Inc	804 SE 21st St, Bentonville, AR 72712
Landscaping	Sharum's Garden Center NWA	750 S Maestri Rd, Springdale, AR 72762
Asphalt Paving	APAC-Central, A CRH Company	19953 AR-303, Springdale, AR 72764

Bentonville Electric Utilities Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3135 Fax: (479) 271-5994

ESTIMATE

ESTIMATE

Bill to: Date:

Work Request Number:

Address:

City, State, ZIP: Bentonville, AR 72712

Project Description

Peel Park OH to UG Conversion Estimate

Labor

Classification	Hours	Hourly Rate	Total
Electric Crew Leader	104.00	108.69	$11,303.76
First Class Powerline Electrician	104.00	102.65	$10,675.08
First Class Powerline Electrician	104.00	102.65	$10,675.08
First Class Powerline Electrician	104.00	102.65	$10,675.08
		Subtotal: Labor	$43,329.00

Equipment

Equipment Type	Hours	Hourly Rate	Total
Pickup	104	$25.00	$2,600.00
Pickup	76	$25.00	$1,900.00
Digger Derrick	28	$75.00	$2,100.00
Large Bucket Truck	28	$75.00	$2,100.00
Large Bucket Truck	28	$75.00	$2,100.00
Wire Puller	84	$25.00	$2,100.00
Wire Puller	84	$25.00	$2,100.00
		Subtotal: Equipment	$15,000.00

Materials

Materials	Quantity	Unit	Cost	Total
UG Materials	1		$38,389.79	$38,389.79
			Subtotal: Materials	$38,389.79
			20 % INVENTORY FEE	$7,677.96
			Total:	$104,396.75

Note: This is an estimate only. The final bill will be based on actual manhours, equipment, and material. Estimate may be subject to change if there are fluctuations in material costs.

Printed Name: _____

Authorized Signature: _____

Date: _____

ESTIMATE

2025 PROJECT MATERIALS LIST	Dave Peel Park Charge Estimate			Total Material Cost	$ 38,389.79	WF
DESCRIPTION	PART NUMBER	QTY	NOTES	PRICE EACH (as of 2/11/2025)	EXT PRICE	TYPICAL LEAD TIME
CAP - PROTECTIVE 200 AMP	1154	14		$ 53.12	$ 743.66	2 WEEKS
ELBOW - 1/0 15 KV	1449	11		$ 64.71	$ 711.79	3 WEEKS
ELBOW - ARRESTER	1453	4		$ 76.33	$ 305.32	3 WEEKS
FEED THRU - 200A 4 POINT LOADBREAK	1656	3		$ 158.72	$ 476.16	3 WEEKS
GROUND - GROUND ROD 8' COPPER	1587	3		$ 18.83	$ 56.49	2 WEEKS
GROUND - GROUND ROD CLAMP COPPER	1588	4		$ 1.38	$ 5.52	2 WEEKS
GROUND - CASE TANK GROUND	2073	6		$ 7.96	$ 47.76	2 WEEKS
JBP - 3PH 200A - METAL ENCLOSURE	1465	1		$ 938.17	$ 938.17	2 WEEKS
JBP - 3PH 200A/600A - CONCAST SLEEVE	1473	1		$ 838.37	$ 838.37	3-5 WEEKS
JBP - 3PH 200A - CONCAST LID	1470	1		$ 615.83	$ 615.83	3-5 WEEKS
PADLOCK - ELECTRIC	1696	3		$ 11.30	$ 33.90	4-6 WEEKS
STANDOFF - 200A	1716	9		$ 67.40	$ 606.60	3 WEEKS
TRANSFORMER 75 KVA PADMOUNT	2043	1		$ 4,832.01	$ 4,832.01	12-14 WEEKS
TRANSFORMER PAD - SMALL	2074	1		$ 133.70	$ 133.70	1 WEEK
UTILCO 6-POS 5/8" STUD (10-75 KVA)	1889	3		$ 22.08	$ 66.24	4-6 WEEKS
WIRE - 1/0 15 KV JACKETED	2147	1097		$ 4.89	$ 5,360.27	3-4 WEEKS VARIES
WIRE - 4/0 QUAD-U/G	2179	500		$ 3.13	$ 1,566.85	2-4 WEEKS
WIRE - 1/0 TRI-U/G	2154	250		$ 1.63	$ 407.50	2 WEEKS
WIRE - #2, 7 STRAND	2120	30		$ 1.45	$ 43.38	2 WEEKS
METER - 2S, 200A SINGLE PHASE	1796	3		$ 200.39	$ 601.17	
METER - 12S, 200A, SINGLE PHASE 120/208V	1806	2		$ 549.58	$ 1,099.16	
METER - 15/16S, 200A THREE PHASE	1808	4		$ 758.84	$ 3,035.36	
TRANSFORMER - 150 KVA 120/208V PADMOUNT	2011	1		$ 15,864.57	$ 15,864.57	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH FLINTCO, IN THE AMOUNT OF ELEVEN MILLION SEVEN HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED DOLLARS ($11,782,900.00), FOR THE CONSTRUCTION OF DAVE PEEL PARK AND PLAZA; AMENDING THE 2025 BUDGET TO APPROPRIATE FEES TO FUND SAID CHANGE ORDER; AND FOR OTHER PURPOSES.

WHEREAS, an amended GMP agreement is needed with Flintco to begin the construction process on the Dave Peel Park and Plaza;

WHEREAS, Flintco was selected under RFQ-21-09, following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law;

WHEREAS, a budget adjustment, in the amount of twelve million two hundred twenty-four thousand nine hundred ninety-two dollars ($12,224,992.00), is needed to allocate funds for this agreement and the following agreement with Design Workshop; and

WHEREAS, this purchase will be funded by bond proceeds, a grant award, and A and P funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended GMP agreement with Flintco, for the construction process of Dave Peel Park and Plaza, in the amount of eleven million seven hundred eighty-two thousand nine hundred dollars ($11,782,900.00);

Section 2: Seven million seven hundred twenty-four thousand nine hundred ninety-two dollars ($7,724,992.00) of bond money is allocated from Account #305030-47390 – Improvement Other Than Building/Project to fund this agreement;

Section 3: The 2025 Budget is hereby adjusted to recognize three million five hundred thousand dollars ($3,500,000.00) in grant funds into Account #105030-33810 – Local Grants and appropriate the same into Account #105030-47390 – Improvement Other Than Building/Project;

Section 4: The 2025 Budget is further adjusted to appropriate one million dollars ($1,000,000.00) in A and P money from General Fund into Account #105030-47390 – Improvement Other Than Building/Project;

Section 5 - 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 6 - Repeal of Conflicting Provisions: 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 _____, 2025.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	**Submitted By:**	Wade Tomlinson
Phone:	479-271-3392	**For Department(s):**	Parks and Recreation
Email:	wtomlinson@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:	Resolution Amending Agreement with Design Workshop for Construction Administration
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk enter into an amended agreement with Design Workshop, in the amount of $247,000.00, for construction oversight and administration for Dave Peel Park. Needed budget adjustment was included on previous item.
Additional Comments for Consideration (Optional):	Design Workshop was selected following the City's Purchasing Policy for professional services.
Amount for Approval:	$ 247,000.00

Budget Impact

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

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

		$ 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
Account Number (ORG-OBJECT)	Account Description		

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

Budget Impact Notes for Consideration (Optional):

Memo

To:	City Council, Mayor Orman
From:	J. Wade Tomlinson, Parks Planner
Thru:	David Wright, Parks and Recreation Director
Date:	May 27, 2025
Re:	Dave Peel Park Construction Admin and Lighting

Parks and Recreation Staff seek a resolution authorizing Mayor Orman to enter into an amended agreement with Design Workshop for construction administration for the Dave Peel Park projects. This agreement also allows for additional design work for lighting for public art in these spaces as well.

Following discussions with Flintco, a clearer understanding of the project's construction schedule and phasing has been established, with an estimated duration of 12 months across two phases. However, as discussed earlier, we do not know exactly when these two projects should begin. Design Workshop is prepared to commence the Construction Observation process when we give the Notice to Proceed. .

The total cost for these Add Service No. 08 is $247,000.

The contract conditions of the existing agreement with Design Workshop, dated October 8th, 2020, will remain binding for these additional services unless otherwise specified. Approval of this amended agreement will allow Design Workshop to commence these services immediately on a time and materials basis, not to exceed the aforementioned fees.

Attachments:
Agenda Item Form
Proposal from 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

May 13th, 2025

David Wright
Director
Bentonville Parks + Recreation
215 SW A St., Bentonville, AR 72712

Additional Services for: A-Street Promenade: 6331
Add Service No. 08 – Art Lighting and Parks 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 finalize lighting design for the two proposed sculptures and move to Construction Observation for both parks.

After speaking with Flintco, we have a better understanding of the construction schedule and sequence. We understand the project will be broken into two phases with an estimated construction schedule of 12 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.

Art Lighting Design – Proposed Scope of Work

A base design for lighting on the proposed tree sculpture in Dave Peel Plaza was provided for bidding purposes to accommodate budget for lighting. Now that the sculpture has been confirmed, Design Workshop's lighting designers need to finalize the design in collaboration with Oz Art and the artist. The addition, after bid, of the proposed Dr. Neil Compton sculpture in Dave Peel Park requires Design Workshop's lighting designers to establish a design in collaboration with the sculpture's artist.

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 four times per month during the anticipated 12 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 twelve (12) total site visits and coordinate visits by other consultants on the team for up to forty (48) 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 – 2 (1 per phase)
   Weekly construction progress meetings in person with Design Workshop - Up to 12
   Additional Consultant Visits – Up to 36
   Nursery visit – Up to 2
   Substantial completion punch list/Approve beg. Of maintenance/establishment – 2 (1 Per Phase)

- Dave Peel Plaza - 1
- Dave Peel Park - 1

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 **$15,000** for the art lighting design scope of work and **$217,000** with an additional **$15,000** in reimbursable expenses for all travel related with site visits for the Construction Observation scope of work.

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 Add Service No. 08 Amount: $247,000

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

Sincerely,
DESIGN WORKSHOP, INC.

Conners Ladner, PLA
Principal

APPROVED BY CLIENT:

By: _____ Date: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH DESIGN WORKSHOP, IN THE AMOUNT OF TWO HUNDRED FORTY-SEVEN THOUSAND DOLLARS ($247,000.00), FOR CONSTRUCTION MANAGEMENT OF DAVE PEEL PARK AND PLAZA; AND FOR OTHER PURPOSES.

WHEREAS, an amended agreement is needed with Design Workshop for construction management of the Dave Peel Park and Plaza;

WHEREAS, Design Workshop was selected following the City's standard solicitation and selection process for the procurement of professional services in accordance with state law; and

WHEREAS, this purchase is funded with a previous budget adjustment.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Design Workshop, for construction management and observation of Dave Peel Park and Plaza, in the amount of two hundred forty-seven thousand dollars ($247,000.00);

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 Provisions: 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 _____, 2025.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	**Submitted By:**	Wade Tomlinson
Phone:	479-271-3392	**For Department(s):**	Parks and Recreation
Email:	wtomlinson@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:	Resolution Approving Agreement with GTS, Inc. for CMT and Special Inspection Services
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with GTS, Inc. for Construction Materials Testing (CMT) and Special Inspection Services for the Dave Peel Park and Plaza, in the amount of $90,695.00. Needed budget adjustment is included on previous item.
Additional Comments for Consideration (Optional):	GTS, Inc. was selected following the City's Purchasing Policy for professional services.
Amount for Approval:	**$** 90,695.00

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):**_____

Budget Impact Notes for Consideration (Optional):

Memo

To:	City Council, Mayor Orman
Thru:	David Wright, Parks and Recreation Director
From:	J. Wade Tomlinson, Parks Planner
Date:	May 27, 2025
Re:	Dave Peel Park Materials Testing

Parks and Recreation Staff seeks a resolution authorizing Mayor Orman to enter into an agreement with GTS, Inc. for Construction Materials Testing (CMT) and Special Inspection Services for the Dave Peel Event Park and Plaza.

These services include earthwork testing, foundation inspections, concrete testing, structural steel framing observations, and asphalt testing for both the Dave Peel Event Park and the Dave Peel Plaza.

The total cost for these services is $90,695, with $46,030 allocated to the Dave Peel Event Park and $44,655 allocated to the Dave Peel Plaza.

Approval of this agreement will allow GTS, Inc., to commence these services. The contract conditions will be those outlined in the attached proposal.

Attachments:
Proposal from GTS

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:

This project consists of two separate sites. The first is the "David Peel Event Park" located just southwest of the square in downtown Bentonville, Arkansas, at the original park location. GTS, Inc. understands that there will be an event lawn and stage at this site. The second site is the "David Peel Plaza", or Commons Play Park, which includes a playground area, as well as a restroom building. Construction improvements include walkways, paving, walls, lighting, and park furnishings.

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

- GTS Proposal No. GTS12511038 (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: [redacted]
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:	_____	4/2/25

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

April 2, 2025

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
Dave Peel Event Park & Plaza
206 E. Central Ave.
Bentonville, Arkansas
Proposal No. GTS12511038

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. Our services and fees will be broken up into two categories: The David Peel Event Park, and the David Peel Plaza.

PROJECT SUMMARY

This project consists of two separate sites. The first is the “David Peel Event Park” located just southwest of the square in downtown Bentonville, Arkansas, at the original park location. GTS, Inc. understands that there will be an event lawn and stage at this site. Construction improvements include paving, walkways, wall seating, benches, lighting, signage, parking, and asphalt mill and overlay of surrounding streets.

The second site is the “David Peel Plaza”, or Commons Play Park, which includes a playground area, as well as a restroom building. Construction improvements include walkways, paving, walls, lighting, and park furnishings.

The general notes for the permeable paver subgrade in the project drawings reference measuring the deflection of all lifts of stone aggregates using a Light Weight Deflectometer. This testing is not included in this proposal. Please contact GTS, Inc., if this testing is required and additional pricing can be provided.

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

- Project Plans put together by Design Workshop for “*Dave Peel Event Park*” Issued for bid February 21, 2025, with addendum 01 dated March 6, 2025
- Project Plans put together by Design Workshop for “*Dave Peel Plaza*” Issued for bid February 21, 2025, with addendum 01 dated March 6, 2025
- *Dave Peel Park* Signage Design Intent Package, issued for bid on March 6, 2025
- *Dave Peel Plaza* Signage Design Intent Package, issued for bid on March 6, 2025

- Project Geotechnical Report *KB225031-Quilt of Parks-Report R1* dated December 14, 2022

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., to see 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.

❖ DAVE PEEL EVENT PARK

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

- 2 trips for engineering proofroll/subgrade evaluations in pavement areas
  - 2 trips for subgrade & base for the North Concrete Parking area
- 36 trips for density testing by a technician as follows:
  - 2 trips for subgrade & base testing for the North Concrete Parking area
  - 12 trips for subgrade & base testing on miscellaneous park structure foundations including: bike racks, park benches, park signage, seat walls, wood decks, and staircases
  - 10 trips for subgrade & base testing for all pedestrian walkways including concrete sidewalks in and around the park perimeter, decomposed granite, and brick pavers
  - 6 trips for storm drain base backfill testing
  - 1 trip for utility backfill on the waterline connection to the north
  - 1 trip for subgrade testing on underground detention
  - 4 trips for the subgrade & base testing for the Stage Stem Wall, Stage Column Footings, and Stage Slab
- 1 Proctor with Classification to determine the suitability of proposed fill materials.

Foundations, Walls, Columns, and Slab Inspections

- GTS will provide engineering to verify bearing of foundation bearing soils at the foundations prior to concrete placement.
- Provide staff to review installed reinforcing steel for bar size, location, placement, spacing per project plan.

Estimated Trips

- Stage Stem Wall, Column, & Slab Shallow Foundations Bearing Capacity Observations
  - 3 trips
- Park Structure Shallow Foundations Bearing Capacity Observations including: Park Benches, Seat Walls, Bike Racks, and Park Signage
  - 10 trips
- Park Structure Shallow Foundations Reinforcing Steel Inspections
  - 10 trips
- Stage Slab on Grade Reinforcing Steel Inspections
  - 1 trip
- Concrete Seat Walls Reinforcing Steel Inspections
  - 4 trips

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

- Park Structure Footings- 6 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Concrete Seat Walls & Footings – 10 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Concrete Staircase & Footings – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders
- Concrete Sidewalks – 10 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Concrete Stage trench drain, stem wall & footing, column footings – 5 trips for sampling of fresh concrete with 1 set of cylinders per trip
- Concrete Stage slab on grade – 1 trip for sampling of fresh concrete with 2 sets of concrete cylinders

- Junction Box/Inlets – 1 trip for sampling of fresh concrete with 1 set of concrete cylinders
- Curb and Gutter – 5 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- North Concrete Parking Area – 1 trip for sampling of fresh concrete with 1 set of concrete cylinders
- 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 – 32 trips

Structural Steel Framing Observations

- Inspection of structural steel framing elements by a Certified Welding Inspector including bolted and welded connections – 2 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 4 asphalt cores

COST ESTIMATE- DAVE PEEL EVENT PARK:

Based on the assumptions outlined in this proposal, GTS, Inc. estimates that “on-call” CMT and Special Inspection Services for this portion of the project will be **approximately $46,030.**

❖ DAVE PEEL PLAZA (THE COMMONS PLAY PARK)

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

- 2 trips for engineering proofroll/subgrade evaluations in pavement areas
  - 2 trips for subgrade & base for the South Concrete Parking area

- 38 trips for density testing by a technician as follows:
  - 2 trips for subgrade & base testing for the new Restroom Building
  - 2 trips for subgrade & base testing for the South Concrete Parking area
  - 8 trips for subgrade & base testing on miscellaneous Park Structure Foundations including: Bike Racks, Park Benches, Park Signage, Boulders, Wood Deck, Slope Slide, and Staircases
  - 8 trips for General Playground Berm Earthwork
  - 8 trips for subgrade & base testing for all Pedestrian Walkways including Concrete Sidewalks, and Brick Pavers
  - 2 trips for Stone Retaining Wall footings
  - 1 trip for Concrete Dumpster Pad
  - 5 trips for storm drain base backfill testing
  - 2 trips for utility backfill for new waterlines and sewer line
- 3 Proctors with Classification to determine the suitability of proposed fill materials.

Foundations, Walls, Columns, and Slab Inspections

- GTS will provide engineering to verify bearing of foundation bearing soils at the foundations prior to concrete placement.
- Provide staff to review installed reinforcing steel for bar size, location, placement, spacing per project plans.

Estimated Trips

- Restroom Building Shallow Foundations Bearing Capacity Observations to include: Slab, Spread Footings, and Column Footings
  - 2 trips
- Park Structure Shallow Foundations Bearing Capacity Observations including: Park Benches, Bike Racks, Wood Deck, Slope Slide, Boulders, Steps, Stone Retaining Wall
  - 9 trips
- Park Structure Shallow Foundations Reinforcing Steel Inspections
  - 9 trips
- Restroom Building Slab on Grade Reinforcing Steel Inspections
  - 1 trip
- Wood Deck Perimeter Wall Reinforcing Steel Inspections
  - 2 trips

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

- Restroom Building Spread Footings & Column Footings – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Park Structure Footings- 10 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Concrete Perimeter Wall for Deck – 3 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Concrete Staircases & Footings – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders
- Concrete Sidewalks – 7 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Restroom Building slab on grade – 1 trip for sampling of fresh concrete with 2 sets of concrete cylinders
- Junction Box/Inlets – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- Curb and Gutter – 8 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- South Concrete Parking Area – 2 trips for sampling of fresh concrete with 1 set of concrete cylinders per trip
- GTS, Inc. anticipates approximately 75% of the concrete placements will require additional trips to retrieve cured concrete specimens on days GTS, Inc. is not scheduled to be on-site – 27 trips

Masonry Wall Construction Testing

- Perform cast-in-place grout testing including casting of four (4) grout prisms per set for testing of compressive strength and testing of the slump and temperature
- Perform laboratory compressive strength tests on cured grout specimens
- Perform site visits to retrieve cured grout specimens on days GTS, Inc. is not already onsite (will only be billed on days GTS, Inc. is not scheduled to be onsite)

Estimated Trips

- CMU Walls Grout Testing – 2 trips for sampling freshly mixed grout for CMU Walls broken down as follows:
  - 1 trip exterior CMU walls
  - 1 trip for interior CMU walls
- CMU Walls Engineering Observations – 2 trips
- We estimate all of the grout placements will require additional trips to retrieve cured grout specimens on days GTS, Inc. is not already onsite – 2 trips

Structural Steel and Cold Formed Steel Framing Observations

- Inspection of structural steel and cold formed steel elements by a Certified Welding Inspector including bolted and welded connections – 2 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 to sample 4 asphalt cores

❖ COST ESTIMATE- DAVE PEEL PLAZA (THE COMMONS PLAY PARK):

Based on the assumptions outlined in this proposal, GTS, Inc. estimates that "on-call" CMT and Special Inspection Services for this portion of the project will be **approximately $44,655.**

❖ COST ESTIMATE - TOTAL

The total cost of the two projects is as follows:
Dave Peel Event Park: ***$46,030***
Dave Peel Plaza (The Commons Play Park): ***$44,665***
Total: ***$90,695***

Our fees will be invoiced based on GTS's standard unit rates. Our fees are directly related to the number of trips made for each service.

*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]

Michelle Parker
Project Engineer

[redacted]

Zack McDonald
CMT Project Manager

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.

11.2.2. Indemnification of Engineer. Except as governed by Arkansas law regarding the immunity of municipalities, Client will indemnify and hold harmless Engineer Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

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 NINETY THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS ($90,695.00), FOR CONSTRUCTION MATERIALS TESTING AT DAVE PEEL PARK AND PLAZA; AND FOR OTHER PURPOSES.

WHEREAS, an agreement is needed with GTS, Inc. for construction materials testing at Dave Peel Park and Plaza;

WHEREAS, GTS, Inc. was selected following the City's standard solicitation and selection process for the procurement of professional services in accordance with state law; and

WHEREAS, this purchase is funded with a previous budget adjustment.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with GTS, Inc., for construction materials testing at Dave Peel Park and Plaza, in the amount of ninety thousand six hundred ninety-five dollars ($90,695.00);

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 Provisions: 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 _____, 2025.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@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:	Ordinance Waiving Competitive Bidding to Purchase 15 kV Substation Switches
Action Recommendation & Justification:	An Ordinance waiving the requirements of competitive bidding to purchase 15 kV substation switches for $54,450.00 plus applicable tax in order to maintain the same make/style of switches that have been installed for the last 10 years. Utility Board approved 3-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Over the last (at least) 10 yr. time frame, this same style Hubbell switch has been installed in all new and retrofitted substations.
Amount for Approval:	**$** 54,450.00 plus tax

Budget Impact

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

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

		$ 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
Account Number (ORG-OBJECT)	Account Description		

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

Budget Impact Notes for Consideration (Optional):

Arkansas Electric Cooperatives, Inc.
Utility Sales & Services Division

800.451.8061

QUOTE

Entered By
Clay Currey, Sales Coordinator
clay.currey@aeci.com

Arkansas Electric Cooperative Inc.

Quote: SQ41635
5/12/25

Customer Info: CITY OF BENTONVILLE - 501 S.W. 28th STREET BENTONVILLE AR 72712

Notes: MUST ORDER 6 FOR FREIGHT ALLOWED

	Item Number Item Description	Customer Item# Est. Delivery	Qty UOM	Item Price	Ext. Price
1	AVR-01512-SIP3205AHSH HUBBELL AVR SWITCH	 04/17/26	6 EA	9,075.00	54,450.00
				Quote Total	**54,450.00**

For any questions about this quote, please contact your Sales Coordinator.

Standard Terms and Conditions apply to any sale of goods by Arkansas Electric Cooperatives, Inc. Sales tax is NOT included. You can find our Terms and Conditions at aecisales.com/terms. These terms shall be incorporated by reference into any order or other agreement for sale and purchase of goods between AECI and our customers of any such goods.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT IN THE AMOUNT OF FIFTY-FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS ($54,450.00) PLUS TAX, FOR THE PURCHASE OF 15KV SUBSTATION SWITCHES; WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Electric Utility Department needs to purchase 15 kV Substation Switches; and

WHEREAS, market volatility and lead times related to these products make it impractical and unfeasible to solicit competitive bids.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement for the purchase of 15 kV Substation Switches, in an amount not to exceed fifty-four thousand four hundred fifty dollars ($54,450.00) plus tax;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the 15 kV Substation Switches;

Section 3 - Emergency Clause: The need to make this purchase is immediate 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 4 - 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 5 - 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 _____, 2025.

APPROVED:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Malorie Marrs, CITY CLERK