

1. Agenda

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[NOVEMBER 8, 2016 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[NOVEMBER 8, 2016 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Community Development
Planning Commission Meeting Room**

**Monday, November 7, 2016 6:00 p.m.
305 SW "A" Street**

**Regular City Council Meeting
Community Development
Planning Commission Meeting Room**

**Tuesday, November 8, 2016 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: October 25, 2016**

AGENDA

1. Informational Item – Certificate of recognition presentation.
2. Planning:
 - 2a. **Lot Split: Lots 42 and 43 Fountain Plaza; Dynamic Development, Inc.; 500 Southeast Plaza Avenue; C-2, General Commercial.**
(Pages 7-10)

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 42 (0.92 acres) and Lot 43 (2.02 acres) of Fountain Plaza Subdivision.

- 2b. **Lot Split: Lot 14, Block 3 Lincoln Rice Addition; Craig Smith; 805 East Central Avenue; R-1, Single Family Residential.**
(Pages 11-14)

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a lot split that will create one new lot from all of existing lot 10 and the west 25' of existing lot 11. The new lot will be known as Lot 14 (0.26 acres), Block 3 of Lincoln & Rice Addition.

- 2c. **Rezoning: Aurora Partners and Thrilled Land Investments; 8936 South Morningstar Road; Rezoning from A-1, Agricultural to R-1, Single Family Residential.**

(Pages 15-21)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The R-1, Single Family Residential zoning is an appropriate zoning district for this designation.

- 2d. **Rezoning: PBR Holdings, LLC; Southwest 4th Street and Southwest C Street; Rezoning from R-1, Single Family Residential to R-C2, Central Residential Moderate Density.**

(Pages 22-25)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Mixed Use Residential (DMUR). The R-C2, Central Residential - Moderate Density zoning is an appropriate zoning district for this designation.

- 2e. **Rezoning: Rainbow Real Estate, LLC; 3604 Northwest Frontage Road and 3605 Northwest Wishing Springs Road; Rezoning from A-1, Agricultural to C-2, General Commercial.**

(Pages 26-30)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation.

- 2f. **Rezoning: Stearman Revocable Trust; 601 Southwest Regional Airport Road; Rezoning from PUD, Planned Unit Development to C-1, Neighborhood Commercial.**

(Pages 31-35)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Mixed Use (MU). The C-1, Neighborhood Commercial zoning is an appropriate zoning district for this designation.

- 2g. **Rezoning: Black Apple Creek, LLC; Northwest C Street and Trails End Lane; Rezoning from R-1, Single Family Residential to PRD, Planned Residential Development.**

(Pages 36-47)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The PRD, Planned Residential Development zoning is an appropriate zoning district for this designation. The applicant is proposing a maximum

density of 3.27 units per acre. The low density residential designation recommends 1-6 units per acre. The density is consistent with surrounding residential neighborhoods.

3. Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Universal Field Services, Inc. for Right-of-Way and Easement acquisition on the Hwy 71B/12th/Tiger Blvd. intersection improvements project in an amount not to exceed \$129,884.00. See attached memo, contract, and supporting documents. **(Pages 48-120)**
4. Award Bid #16-34 to Del/Shu Construction in the amount of \$3,428,550.98 for relocation of water and sewer services and the construction of pedestrian tunnels on the 8th St. project (AHTD 090377). See attached memo, letter of recommendation to award bid, letter from Walton Family Foundation, and bid tabulation. **(Page 121-137)**
- 5a. Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended Utility Agreement with the Arkansas State Highway Commission for construction of water line relocations associated with AHTD Project No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72. This amendment acknowledges the addition of construction services and engineer's construction cost estimate for the project. **(Pages 138-145)**
- 5b. Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with Garver in an amount not to exceed \$52,400.00 for engineering services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. This contract amendment adds \$12,350.00 for construction period services. This contract qualifies for reimbursement per AHTD's Utility Accommodation Policy. **(Pages 146-151)**
- 5c. Budget Adjustment to front costs for amended Garver contract for construction services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72. **(Pages 152-153)**
6. Recommend Mayor and City Council award bid #16-53 for 1/0 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$89,910.00. **(Pages 154-156)**
7. City Council approval of a budget adjustment in the amount of \$67,000.00 to recognize funds from the Advertising and Promotions Commission for new restroom facility at Slaughter Pen Mountain Bike Park. **(Pages 157-161)**
- 8a. City Council approval of a budget adjustment, in the amount of \$440,000.00 and accepting a grant from the Walton Family Foundation for the design and right-of-way acquisition for a re-route of the Razorback Greenway. **(Pages 162-169)**

- 8b. City council approval of a Resolution allowing the Mayor and City Clerk to enter into an agreement with Alta Planning and Design for engineering, design and acquisition services for the HWY 102 Pedestrian Tunnel/Razorback Greenway re-alignment project. The cost of this contract will be \$440,000.00 which is from a Walton Family Foundation Grant; please see memo attached to the grant award. **(Pages 170-180)**
- 9a. City Council approval of a bid award, in the amount of \$503,851.00 to Pick-It Construction, for the renovation of the pool house at the Melvin Ford Aquatic Center. **(Pages 181-183)**
- 9b. City Council approval of a budget adjustment, in the amount of \$516,000.00 to fund the renovation of the pool house at the Melvin Ford Aquatic Center. **(Pages 184-186)**
- 10. City Council approval of a contract amendment with Crafton Tull, in the amount of \$12,000.00 to allow for construction observation for the Melvin Ford Aquatic Center. **(Pages 187-192)**
- 11. City Council approval of a resolution, authorizing the Mayor and City Clerk enter into an agreement with LaQuantra Bonci, in the amount of \$190,260.00 to create a 10 Year Parks and Recreation Master Plan for the City of Bentonville. **(Pages 193-200)**
- 12. Budget Discussion.



City Council Agenda Items
For City Council meeting of November 8, 2016
From the November 1, 2016 Planning Commission meeting

Lot Split: Lots 42 and 43 Fountain Plaza; Dynamic Development, Inc.; 500 Southeast Plaza Avenue; C-2, General Commercial.

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 42 (0.92 acres) and Lot 43 (2.02 acres) of Fountain Plaza Subdivision.

Lot Split: Lot 14, Block 3 Lincoln Rice Addition; Craig Smith; 805 East Central Avenue; R-1, Single Family Residential.

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a lot split that will create one new lot from all of existing lot 10 and the west 25' of existing lot 11. The new lot will be known as Lot 14 (0.26 acres), Block 3 of Lincoln & Rice Addition.

Rezoning: Aurora Partners and Thrilled Land Investments; 8936 South Morningstar Road; Rezoning from A-1, Agricultural to R-1, Single Family Residential.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The R-1, Single Family Residential zoning is an appropriate zoning district for this designation.

Rezoning: PBR Holdings, LLC; Southwest 4th Street and Southwest C Street; Rezoning from R-1, Single Family Residential to R-C2, Central Residential Moderate Density.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Mixed Use Residential (DMUR). The R-C2, Central Residential - Moderate Density zoning is an appropriate zoning district for this designation.

Rezoning: Rainbow Real Estate, LLC; 3604 Northwest Frontage Road and 3605 Northwest Wishing Springs Road; Rezoning from A-1, Agricultural to C-2, General Commercial.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation.

Rezoning: Stearman Revocable Trust; 601 Southwest Regional Airport Road; Rezoning from PUD, Planned Unit Development to C-1, Neighborhood Commercial.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Mixed Use (MU). The C-1, Neighborhood Commercial zoning is an appropriate zoning district for this designation.

Rezoning: Black Apple Creek, LLC; Northwest C Street and Trails End Lane; Rezoning from R-1, Single Family Residential to PRD, Planned Residential Development.

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The PRD, Planned Residential Development zoning is an appropriate zoning district for this designation. The applicant is proposing a maximum density of 3.27 units per acre. The low density residential designation recommends 1-6 units per acre. The density is consistent with surrounding residential neighborhoods.

LOT SPLIT STAFF REPORT



Lots 42 & 43 Fountain Plaza Subdivision

500 Southeast Plaza Avenue

PC Date: 11/1/2016

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-01600017
Applicant / Current Owner	Dynamic Development, Inc. 803 Southeast Plaza Avenue Bentonville, AR 72712
Site Area	2.94 acres
Current Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)

<http://geo.bentonvillear.com/mgweb/PZ/pending/>

Location Map



Property Description

This property is the location of a vacant commercial lot in an established commercial subdivision in the southeast part of the city.

Project Details

The applicant has submitted a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 42 (0.92 acres) and Lot 43 (2.02 acres) of Fountain Plaza Subdivision. Sufficient right-of-way exists along Southeast Plaza Avenue. Access for both of the new lots will be through shared public access easements along the common lot lines of each adjacent lot. Both new lots have direct access to public water and sewer services and a public street.

Projected Traffic Impact

This lot split will not adversely impact traffic in the area. A collector street borders the subdivision to the west and a local street borders it to the north. These adjacent streets will provide multiple options for ingress and egress.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site.

Standard Conditions of Approval

- Provide a digital copy of the plat.
- Address all technical review comments before requesting a building permit.

Drainage Report

A drainage report is not required.

Waivers

No waivers requested.

Conclusion

This lot split does meet the minimum requirements of the subdivision regulations.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval.

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 42 AND 43 FOUNTAIN
PLAZA SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 42 and 43 Fountain Plaza Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 1, 2016; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of Lot 42 and 43 Fountain Plaza Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED this _____ day of _____, 2016.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

LOT SPLIT STAFF REPORT



Lot 14, Block 3 Lincoln & Rice Addition

805 East Central Avenue

PC Date: 11/1/2016

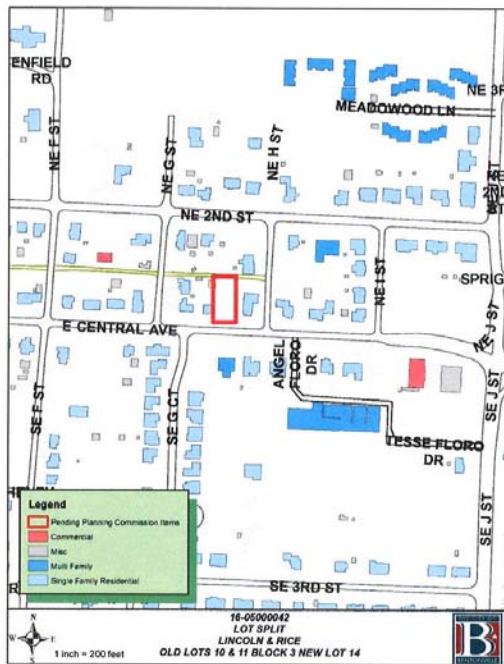
Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-05000042
Applicant / Current Owner	Craig Smith 805 East Central Avenue Bentonville, AR 72712
Site Area	0.26 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Low Density Residential (LDR)

<http://geo.bentonvillear.com/mgweb/PZ/pending/>

Location Map



Property Description

This property is the location of a vacant single family residential lot in an established single family residential neighborhood.

Project Details

The applicant has submitted a lot split that will create one new lot from all of existing lot 10 and the west 25' of existing lot 11. The new lot will be known as Lot 14 (0.26 acres), Block 3 of Lincoln & Rice Addition. Additional right-of-way will be dedicated along East Central Avenue per the current Master Street Plan. The new lot will have access from East Central Avenue to the south and the public alley located to the north of the lot. The new lot has direct access to public water and sewer services and a public street.

Projected Traffic Impact

This lot split will not adversely impact traffic in the area. A collector street borders the new lot to the south and a public alley borders to the new lot to the north. The adjacent collector street and public alley will provide multiple options for ingress and egress.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site.

Standard Conditions of Approval

- Provide a digital copy of the plat.
- Address all technical review comments before requesting a building permit.

Drainage Report

A drainage report is not required.

Waivers

No waivers requested.

Conclusion

This lot split does meet the minimum requirements of the subdivision regulations.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval.

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ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 14, BLOCK 3 LINCOLN
& RICE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 14, Block 3 Lincoln & Rice Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 1, 2016; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of Lot 14, Block 3 Lincoln & Rice Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED this _____ day of _____, 2016.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Aurora Partners and Thrilled Land Investments

8936 South Morningstar Road

PC Date: 11/1/2016

Recommendation: Approval

Reviewer: Beau Thompson, AICP, Senior Planner

Project Number	16-09000035
Applicant / Current Owner	Aurora Partners and Thrilled Land Investments 7304 South Yale Avenue Tulsa Oklahoma 74136
Site Area	72 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Low Density Residential (LDR)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is the location of a vacant poultry farm and a single family residence in a rural area that is transitioning from the agricultural uses.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area.

Utility Infrastructure

Water and sewer are available to the west in Providence Village Subdivision.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The R-1, Single Family Residential zoning is an appropriate zoning district for this designation.

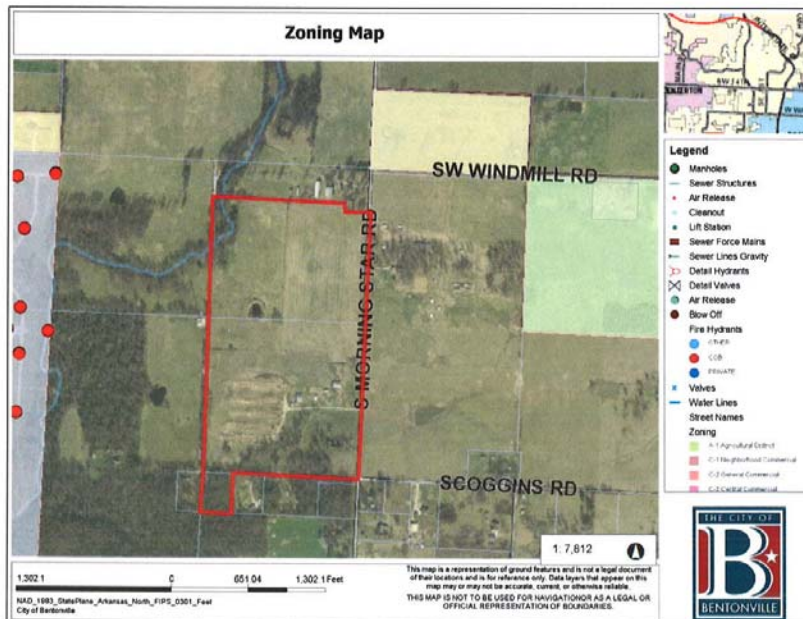
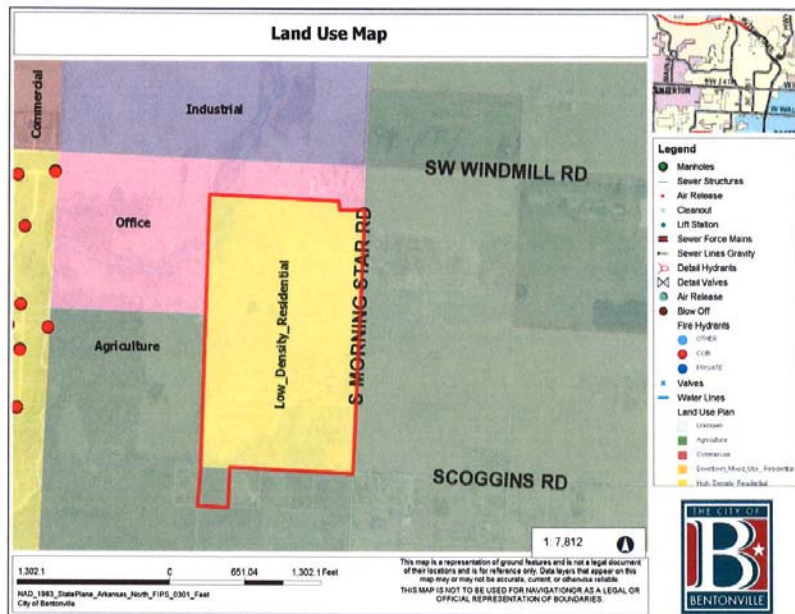
Conclusion

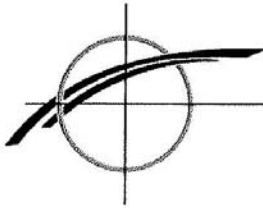
The R-1, Single Family Residential zoning designation will provide additional housing options in the City of Bentonville. The property is located near the intersection of two arterial roads which should provide adequate connection to local goods and services. Water availability and sewer capacity is adequate for the proposed density.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval of the rezoning from A-1, Agricultural to R-1, Single Family Residential.

REZONING STAFF REPORT





SWOPE CONSULTING, LLC

Civil Engineering
3511 SE J Street, Suite 9
Bentonville, AR 72712 479-685-8399

September 26, 2016

City of Bentonville Planning Department

Attn: Jon Stanley
305 SW "A" Street
Bentonville, AR 72712

**Re: Rezone Request Narrative
Aurora Subdivision
(parcel 18-09127-001 & 18-09127-002 & 18-09131-000)**

Dear Jon:

Please accept this narrative, as required, for the subject rezone. Listed below is our response to each of the application-required topics.

The need for this zoning change is because the newly-annexed property entered the corporate limits as A-1 (agricultural) zoning. The remaining property, not included in this rezone, is currently intended to rezone to PRD, though that design/application is not ready at this time.

This property will relate well with surrounding properties, which are all currently agricultural. Future use of the surrounding properties is intended to also be single-family residential. The Providence Village development, which is another 40-acre tract west of this land, is also single-family residential.

The intended use of the land is shown in the attached concept plan.

Traffic for this intended development is expected to use Morning Star Road.

Signage for this development is not yet determined, however nothing will be built that is not approved with the Preliminary Plat. The only sign considered at this time would be a ground-mounted subdivision sign that would contain only the name.

The appearance of this project would be similar to the other subdivisions in this area, like Lochmoor Club and Brighton Heights.

All utility lines are available: water, sewer and electric. Travis Matlock, electric department, has already worked a plan to extend city electric to this property.

For water/sewer, an easement across the Norton property has been obtained, which will allow extension of both utilities into the Providence Village public water/sewer.

Fire service is planned by the city with a new fire station near The Parc development. This property has already been purchased, and plans are underway for a station there to support the expected growth.

The in-process annexation is proceeding without issue. The east half of Morning Star right-of-way will no longer require a dedication. Judge Bob Clinard confirmed, last week, that the existing prescriptive right-of-way(40' total) is enough to ensure access for maintenance.

Because all details of a maintenance agreement are not yet resolved, we propose to secure a meeting with the judge, his Roadway Director, and City of Bentonville representative(s). At this meeting, we can resolve terms of a maintenance agreement.

In summary, this rezone application consistently satisfies all required concerns. This application is submitted to gain your support, and for the board's approval. Please let me know if you have any questions or concerns.

Sincerely,

A black rectangular box redacting the signature of Phil R Swope.

Phil R Swope, PE
President

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF A-1, AGRICULTURAL TO R-1, SINGLE FAMILY RESIDENTIAL.

A PART OF THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) AND A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), ALL IN SECTION TWENTY-THREE (23), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, ALTOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION TWENTY-THREE (23), SAID POINT BEING A SET COTTON SPINDLE IN MORNING STAR ROAD; THENCE N88°54'21"W 1058.93 FEET ALONG THE NORTH LINE OF SAID NORTH ONE QUARTER (N1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) TO A SET 1/2" IRON REBAR; THENCE S01°22'48"W 328.78 FEET TO A SET 1/2" IRON REBAR ON THE SOUTHLINE OF SAID NORTH ONE QUARTER (N1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE N88°53'21"W 264.82 FEET TO AN EXISTING IRON REBAR AT THE SOUTHWEST CORNER OF SAID NORTH ONE QUARTER (N1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE N01°20'24"E 328.70 FEET TO AN EXISTING RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION TWENTY-THREE (23); THENCE

N01°10'02"E 1321.99 FEET TO AN EXISTING IRON REBAR AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION TWENTY-THREE (23); THENCE N01°27'47"E 994.91 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION TWENTY-THREE (23) TO A SET 1/2" IRON REBAR; THENCE S88°51'03"E 1108.51 FEET TO A SET 1/2" IRON REBAR; THENCE S01°16'14"W 59.10 FEET TO A SET 1/2" IRON REBAR; THENCE S88°51'03"E 214.50 FEET TO A SET COTTON SPINDLE ON THE EAST BOUNDARY OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION TWENTY-THREE (23), SAID POINT BEING IN MORNING STAR ROAD; THENCE S01°16'14"W 940.50 FEET TO A SET COTTON SPINDLE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION TWENTY-THREE (23); THENCE S01°16'14"W 1316.02 FEET TO THE POINT OF BEGINNING, CONTAINING 78.16 ACRES, MORE OR LESS, BENTON COUNTY, ARKANSAS. THE ABOVE DESCRIBED 72.16 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF MORNING STAR ROAD ALONG THE EAST BOUNDARY AND ANY OTHER EASEMENTS AND/OR RIGHTS-OF-WAY WHETHER OR NOT OF RECORD.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 1, 2016 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to R-1, Single Family Residential.

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

Section 1: That the above described real property is hereby changed from its present classification of A-1, Agricultural to R-1, Single Family Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2016.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



PBR Holdings, LLC

Southwest 4th Street and Southwest C Street

PC Date: 11/1/2016

Recommendation: Approval

Reviewer: Beau Thompson, AICP, Senior Planner

Project Number	16-09000036
Applicant / Current Owner	PBR Holdings LLC P.O. Box 3450 Bentonville, Arkansas
Site Area	.36 acre
Current Zoning	R-1, Single Family Residential
Requested Zoning	R-C2, Central Residential - Moderate Density
Future Land Use Map Designation	Downtown Mixed Use Residential (DMUR)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is currently vacant in a residential area of downtown.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area

Utility Infrastructure

Water and sewer are available along Southwest 4th Street.

Relationship to the General Plan

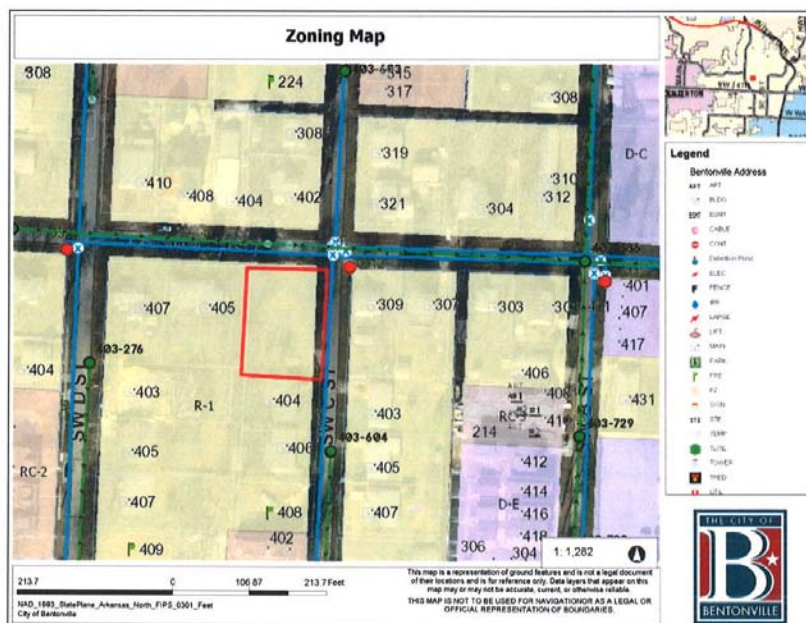
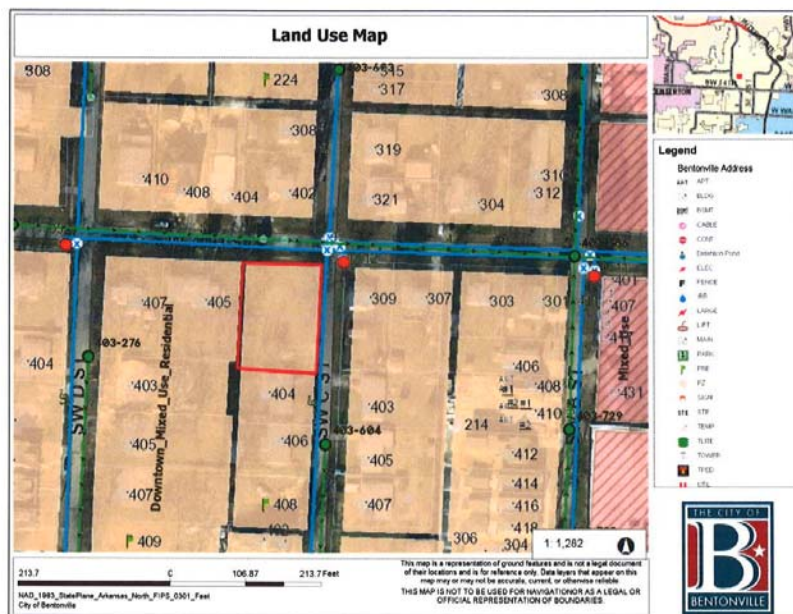
The Future Land Use Plan depicts this property as Downtown Mixed Use Residential (DMUR). The R-C2, Central Residential - Moderate Density zoning is an appropriate zoning district for this designation.

Conclusion

The R-C2, Central Residential - Moderate Density zoning designation will provide a variety of housing options in an urban environment. The RC-2 district will offer future residents a choice in single family residential housing styles while providing additional customer base to downtown shops and restaurants. The additional housing will add validity to the downtown commercial uses.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval of this rezoning from R-1, Single Family Residential to RC-2, Central Residential - Moderate Density.



DATE: September 26,2016

TO: City of Bentonville

RE: Rezoning Request

This is in reference to the rezoning request of property located at corner of 4th Street ns "C" Street, commonly known as Lot 1 Block 2 Scroggas Subdivision (401 SW "C" Street, Bentonille AR 72712.

The current zoning is R-1 and we are requesting it to be rezoned to RC-2 (Future City Plan of DN2).

As the current purchaser we feel the property would be better served as a small residential development.

4 inch Sewer service and 16 Inch water line are available on the North side of property (4th Street) with an 6 Inch water service line available east side("C" Street) along with a 4 Inch sewer line ending on the south part of "C" street.

If you need further information or have questions please contact Terri Parsley at 479-409-6559.

Thank you for time concerning this rezoning request.

Respectfully,

Terri Parsley, President
D P Development Inc.

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF
R-1, SINGLE FAMILY RESIDENTIAL TO R-C2, CENTRAL
RESIDENTIAL - MODERATE DENSITY.**

WHEREAS, PBR Holdings, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification of R-1, Single Family Residential to R-C2, Central Residential - Moderate Density to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 1 in Block 2 of Scoggan Subdivision, Bentonville, Benton County, Arkansas, as
shown in Plat Record Book "A" at Page 134. ;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 1, 2016 in the Council Chambers of the City of Bentonville;
and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to R-C2, Central Residential - Moderate Density.

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

Section 1: That the above described real property is hereby changed from its present classification of R-1, Single Family Residential to R-C2, Central Residential - Moderate Density to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2016.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Rainbow Real Estate, LLC

3604 Northwest Frontage Road & 3605
Northwest Wishing Springs Road
PC Date: 11/1/2016

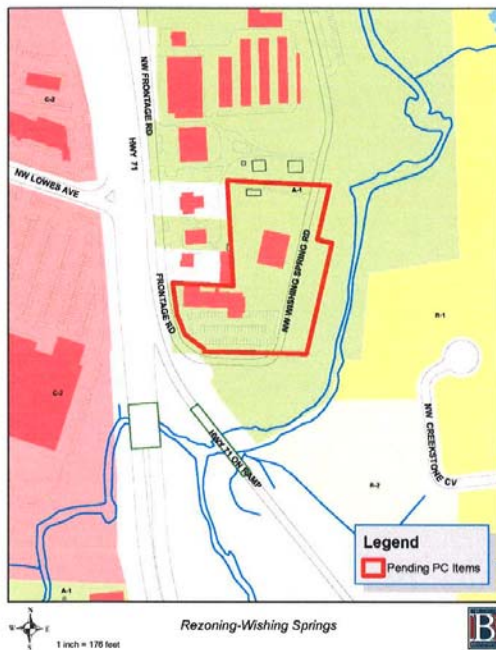
Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-09000037
Applicant / Current Owner	Rainbow Real Estate, LLC P.O. Box 739 Bentonville, AR 72712
Site Area	3.62 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is the location of an existing office building and workshop situated between an expressway to the west and a city trail to the east.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The adjacent frontage road parallels the expressway to the west and the local street that traverses the property to the east will provide adequate options for ingress and egress.

Utility Infrastructure

Water is available on site. Sewer service is not available and if redeveloped will require a public sewer main extension or the approval of a septic system (if permitted).

Relationship to the General Plan

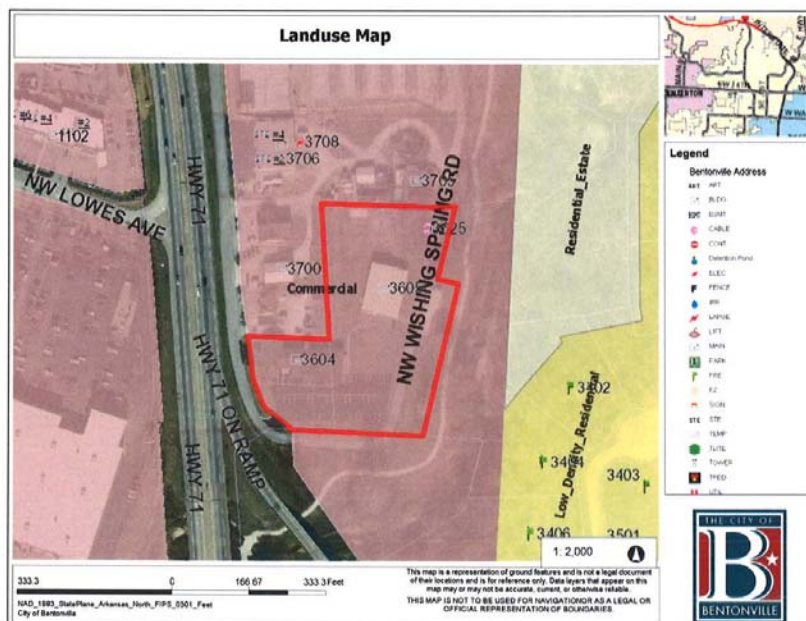
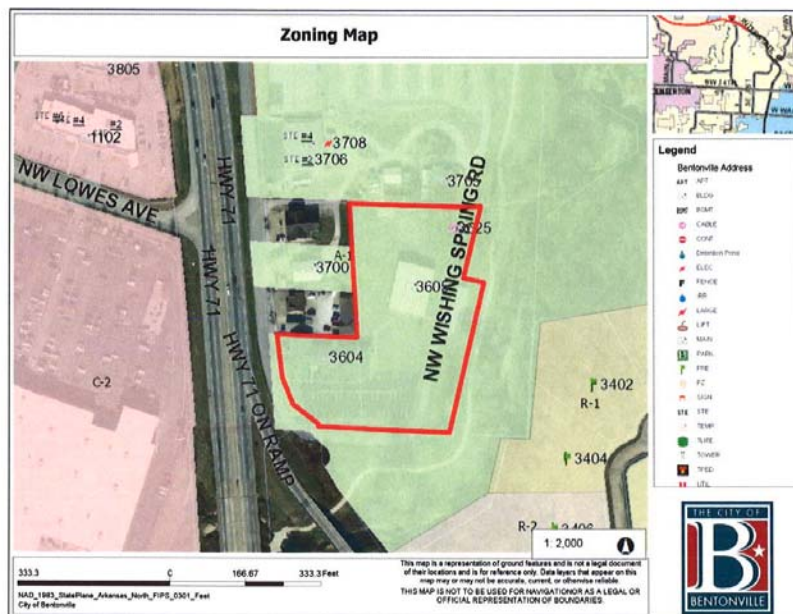
The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation.

Conclusion

The C-2, General Commercial zoning designation is designed to serve the entire planning area and highway travelers. It allows for the construction of businesses that offer a variety of goods and services as well as offices. The C-2 zoning designation will allow for development along the commercial corridor to the west and is compatible with surrounding uses. The proposed zoning designation will help support the established commercial uses in the area and will not adversely impact the transportation network and the existing utility infrastructure.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval of this rezoning from A-1, Agricultural to C-2, General Commercial.





CEI Engineering Associates, Inc.

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

3108 SW Regency Parkway, Suite 2
Bentonville, AR 72712
(479) 273-9472 Fax (479) 273-0844
www.ceieng.com

September 26, 2016

City of Bentonville
Beau Thompson / Planning Dept.
305 SW A St.
Bentonville, AR 72712

RE: Rainbow Real Estate, LLC rezoning application

Dear Planning Commission:

Please accept this letter as a formal request by John Withey, Registered Agent of Rainbow Real Estate, LLC, to rezone approximately 3.6 acres of property between NW Frontage Road and NW Wishing Springs Road commonly known as 3604 NW Frontage Rd. and 3605 NW Wishing Springs Rd. The property is currently zoned A-1 Agricultural use. The applicant requests C-2 General Commercial zoning. The proposed rezoning is consistent with the city's master plan for this area showing commercial use and along the Hwy 71 frontage road. See the attached exhibit and legal descriptions for clarification of areas.

The applicant intends to submit a lot split plat to separate the existing office building and parking lot from the work shop on the north side so they can be leased separately. The proposed property currently makes use of access to both NW Frontage Road and NW Wishing Springs Road and intends to continue using the existing driveways and access points. An 8" public water main exists on the site according to the city GIS maps but sewer service is not indicated on that map.

Traffic generated by this property will continue to utilize the existing entry on NW Frontage Road. Any redevelopment of the property will present signage, architectural appearance, and site lighting for review as required by code.

Thank you for your time and consideration in this matter. Should you have any questions, please do not hesitate to call.

Respectfully submitted,
CEI Engineering Associates, Inc.

Nate Bachelor, PE
Project Manager

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ PENNSYLVANIA

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF
A-1, AGRICULTURAL TO C-2, GENERAL COMMERCIAL.**

WHEREAS, Rainbow Real Estate, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification of A-1, Agricultural to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

TRACTS 4 AND 5 IN A SURVEY OF A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "W" AT PAGE 30, WHICH TRACTS ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SW CORNER OF SAID SE SECTION 12, RUN THENCE NORTH 00°47'00" EAST 2462.67 FEET; THENCE SOUTH 89°36'00" EAST 1893.79 FEET; THENCE SOUTH 08°16'00" EAST 667.23 FEET; THENCE SOUTH 05°38'10" EAST 297.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 05°38'10" EAST 200.00 FEET; THENCE SOUTH 89°36'00" EAST 225.00 FEET; THENCE NORTH 05°38'10" WEST 200.00 FEET; THENCE NORTH 89°36'00" WEST 225.00 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PART DEEDED TO THE ARKANSAS STATE HIGHWAY COMMISSION AS SHOWN IN DEED RECORD 632 AT PAGE 290. ALSO PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF THE SAID NE 1/4 OF THE SE 1/4, SECTION 12; THENCE SOUTH 88°18'06" WEST 376.12 FEET; THENCE NORTH 06°05'21" WEST 509 FEET; THENCE EAST 433.49 FEET; THENCE SOUTH 00°24'33" WEST 495 FEET TO THE POINT OF BEGINNING. SUBJECT TO ACCESS EASEMENT FOR INGRESS AND EGRESS PURPOSES AS NOTED IN DEED FILED NOVEMBER 21, 1978, DEED BOOK 535 AT PAGE 354, DESCRIBED AS BEGINNING AT THE NW CORNER OF THE ABOVE DESCRIBED PROPERTY, RUNNING WEST 188.73 FEET ALONG THE NORTH LINE OF

SAID ACCESS EASEMENT WITH A FIFTEEN FEET IN WIDTH RIGHT OF WAY LYING SOUTH OF SAID NORTH LINE TO A POINT ON THE EASTERLY LINE OF HIGHWAY 71 RIGHT OF WAY FOR THE END OF EASEMENT.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 1, 2016 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to C-2, General Commercial.

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

Section 1: That the above described real property is hereby changed from its present classification of A-1, Agricultural to C-2, General Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2016.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Stearman Revocable Trust

601 Southwest Regional Airport Boulevard

PC Date: 11/1/2016

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-09000038
Applicant / Current Owner	Stearman Revocable Trust 12382 West Hwy 62 Farmington, AR 72730
Site Area	2.20 acres
Current Zoning	PUD, Planned Unit Development (Expired)
Requested Zoning	C-1, Neighborhood Commercial
Future Land Use Map Designation	Mixed Use (MU)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is the location of a vacant mixed-use lot in a rapidly developing commercial and mixed-use subdivision along a major arterial street.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The adjacent arterial street to the north and the adjacent local street to the east will provide adequate options for ingress and egress.

Utility Infrastructure

Water is available along the western property line and sewer is available along the southern property line.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Mixed Use (MU). The C-1, Neighborhood Commercial zoning is an appropriate zoning district for this designation.

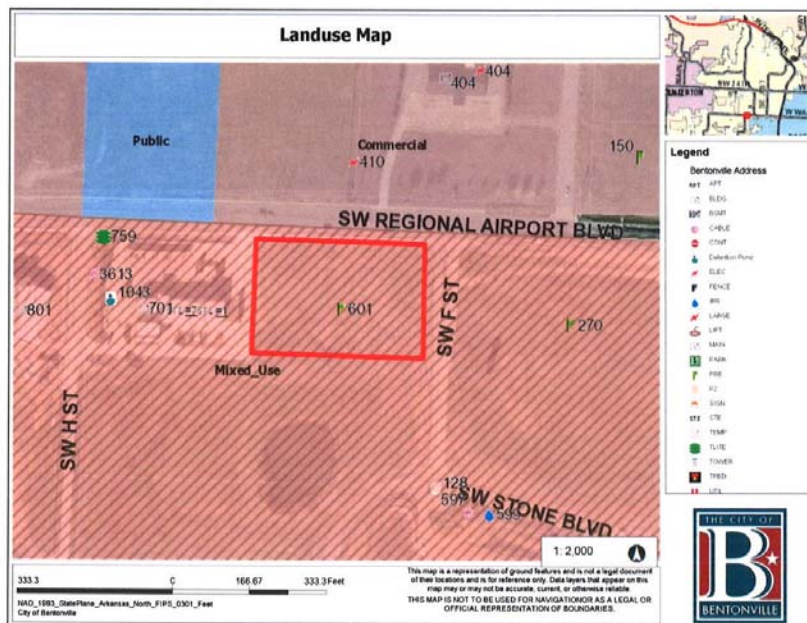
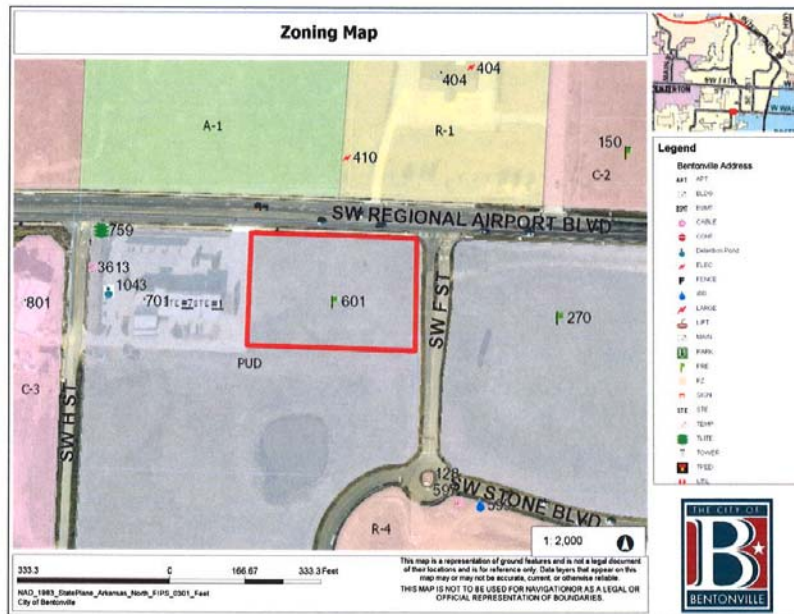
Conclusion

The C-1, Neighborhood Commercial zoning designation is designed primarily to provide convenience goods and personal services for persons living in the surrounding areas. The C-1, zoning designation will allow for development along the commercial corridor to the north and is compatible with surrounding uses and zonings. The proposed zoning designation will help support the established residential and commercial uses in the area and will not adversely impact the transportation network and the existing utility infrastructure.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval of this rezoning from PUD, Planned Unit Development to C-1, Neighborhood Commercial.

REZONING STAFF REPORT





CEI Engineering Associates, Inc.

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

3108 SW Regency Parkway, Suite 2
Bentonville, AR 72712
(479) 273-9472 Fax (479) 273-0844
www.ceieng.com

September 26, 2016

City of Bentonville
Beau Thompson / Planning Dept.
305 SW A St.
Bentonville, AR 72712

RE: Stearman rezoning application

Dear Planning Commission:

Please accept this letter as a formal request by Gary E. Stearman, Trustee of the Gary E. Stearman Revocable Trust, to rezone approximately 2.2 acres of property along the south side of SW Regional Airport Boulevard, west of SW "F" Street. The property is currently designated for commercial use by an expired PUD. The applicant requests C-1 Neighborhood Commercial zoning. The proposed rezoning is consistent with the city's master plan for this area showing mixed use and other zonings in the area. See the attached exhibit and legal descriptions for clarification of areas.

The applicant has submitted a lot split to create the 2.2-acre tract for development into a medical office. The proposed development will make use of the existing entry on SW Regional Airport shared with the White Oak Station and a new, proposed entry on SW "F" Street consistent with the city's access management standards. Public water and sewer are available on the subject lot.

Traffic generated by this development will utilize the shared entry on SW Regional Airport Blvd. with a secondary shared entrance at the east end of the property. Signage, architectural appearance and site lighting will be provided with the upcoming Large Scale Development plan for this project.

Thank you for your time and consideration in this matter. Should you have any questions, please do not hesitate to call.

Respectfully submitted,
CEI Engineering Associates, Inc.



Nate Bachelor, PE
Project Manager

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ PENNSYLVANIA

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF
PUD, PLANNED UNIT DEVELOPMENT TO C-1, NEIGHBORHOOD
COMMERCIAL.**

WHEREAS, Stearman Revocable Trust duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification of PUD, Planned Unit Development to C-1, Neighborhood Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

Commencing at the SW Corner of said Lot 9;Thence N2° 41' 06"E,
275.70';Thence S87°59'48"E, 333.04' to the Point of Beginning.Thence
N02°00'00"E, 244.23';Thence S87°59'40"E, 382.49';Thence along a curve to the
right, with a length of 21.97', having a radius of 25', and having a chord of
S22°59'16"E, 21.27';Thence S02°11'07"W, 126.61';Thence S00°10'39"E,
98.40';Thence N87°59'48"W, 394.80' to the point of beginning.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 1, 2016 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of PUD, Planned Unit Development to C-1, Neighborhood Commercial.

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

Section 1: That the above described real property is hereby changed from its present classification of PUD, Planned Unit Development to C-1, Neighborhood Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2016.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Black Apple Creek, LLC

Northwest C Street and Trails End Lane

PC Date: 11/1/2016

Recommendation: Approval

Reviewer: Beau Thompson, AICP, Senior Planner

Project Number	16-01700001
Applicant / Current Owner	Black Apple Creek, LLC 125 West Central Boulevard Suite 100 Bentonville, Arkansas 72712
Site Area	7.96 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Low Density Residential (LDR)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is the location of three recently removed single family units on large wooded lots.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area.

Utility Infrastructure

Water and sewer are available.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The PRD, Planned Residential Development zoning is an appropriate zoning district for this designation. The applicant is proposing a maximum density of 3.27 units per acre. The low density residential designation recommends 1-6 units per acre. The density is consistent with surrounding residential neighborhoods.

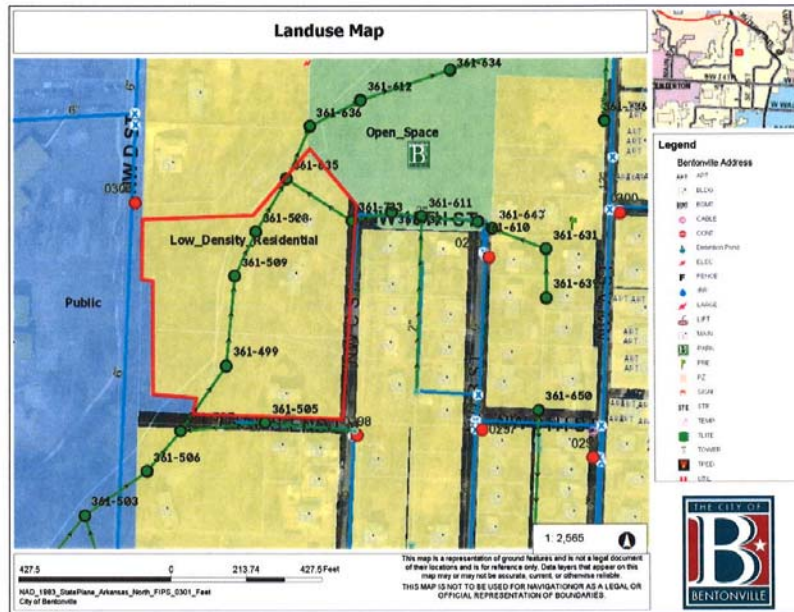
Conclusion

The PRD, Planned Residential Development zoning designation is appropriate for this urban property. The proposed density and housing types are consistent with the surrounding neighborhoods. The proposed zoning designation will create a "close-knit", walkable neighborhood while preserving the natural features around Parks Spring Park. Additional details of the Planned Residential Development can be found in the attached documents. The attached narrative and site plan shall serve as the zoning document for this property.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval of the rezoning from R-1, Single Family Residential to PRD, Planned Residential Development.

REZONING STAFF REPORT



City of Bentonville, Arkansas | Community & Economic Development Department
Troy Galloway, AICP, Community & Economic Development Director | 305 SW A Street, Bentonville, AR | (p) 479-271-3122 | (f) 479-271-5906



BLACK APPLE SPRINGS

908 NW C St.
Bentonville, AR
WRITTEN DESCRIPTION OF PROJECT

PURPOSE (Per Section 401.13 Par 3)

Black Apple Springs is located at the intersection of NW C St and Trails End Lane and is within walking distance of downtown Bentonville, AR. This project would like to use the Planned Residential Development Zoning (PRD) that allows for and encourages, “innovations and special features in site development, including the locations and type of structures, the conservation of natural features, the conservation of energy, the efficient use of open space, and allowances for housing serving varying price points. (General Description Par. 1 SEC 401.13) We believe Black Apple Springs epitomizes the purpose of the PRD process and vision.

APPLICABILITY

Black Apple Springs is a strictly residential project. It intends to use accessory structures and open space to enhance the recreation and experience of the residents. It is located near the downtown Bentonville area and local schools. The project will offer a diverse set of high quality residential homes that will serve the growing population and demand in the area. It will also give the residence a unique opportunity to live in concert with the natural assets of Park Springs Park and trail system. It’s a beautiful and we believe underutilized natural assets for the residence of Bentonville. Black Apple Springs will also be very unique in its approach to building community and strong bonds with other neighbors in the area. With many interconnected walking trails, community buildings and natural retreat huts, this development will be extremely unique in its approach to connecting to neighbors and nature.

INTENT

Black Apple Springs intends to use the PRD district zoning in order to achieve both Smart Growth principles and Traditional Neighborhood Design, “to provide a variety of housing types and densities available to the general public, and to promote high quality residential developments.” We will achieve this through the following ten points:

1. **Maximum Choice** - Black Apple Springs will four different model types that will give the public four truly unique products not only as the structures themselves but their appointment toward the natural experience and true neighborhood community and interaction. See breakout below in table 1.1 for specific unit types.

w w w . g r e e n s p u r . n e t

929 West Based Street Suite 200 Bentonville, AR 72716

TABLE 1.1

TYPE	# UNIT S	UNIT # on Master Plan	Parking	# Parking Spaces
Detached Single Family with 2 Car Garage Attached	5	1, 11, 12, 13, 14,	Parking attached to house.	10
Detached Single Family with No Garage/ 2 Carport	9	2, 3, 4, 5, 6, 7, 8, 9, 10	Combination of outdoor and Carport	18
Duplex - No Garage	12	15-26	Combination of outdoor and Carport	24
Sub-Total	26			52
Commons Building Pool	1			
Nature Retreats	4			

2. **Variety of Housing Types** - With these four different housing types, Black Apple Springs will be able to serve the entry level buyer, a growing family or perhaps empty nesters who want to stay in the area.
3. **Energy efficient design** - The development will primarily take place on the east side of the spring creek - maximizing utility infrastructure, while keeping the amount of dirt movement and new infrastructure to a minimum. The homes will be built into the natural contours of the property - taking advantage of the long standing and very simple passive thermal cooling used by spring houses for 100's of years.
4. **Open Space** - Black Apple Spring plans to dedicate 73% of total land (5.8 acres) to open space. The following chart 2.1 breaks down the acreage and percent allocated to each portion:

w w w . g r e e n s p u r . n e t



TABLE 1.2

	ACRES	% LAND
Total Acreage of Property	7.96	100%
Deeded Property	1.66	21%
Common Space	5.80	73%
Residential Units	26	
Units Per Acre	3.26	
Current Zoning	R-1	
Proposed Zoning	PRD (Single Family Duplex)	
Maximum Building Height	35' to Building Peak	
Building Set Back	5' Deeded Property to the building corner (not eave or overhang). Front Porches are allowed to encroach on 5' setback.	

5. **Pattern of development that preserves natural features and soil erosion.** Black Apple Springs entire vision is to preserve the majority of the site for open space recreation. The natural spring, limestone bedrock, large mature trees, location to trails and parks is what we believe gives the property and location the most value. The Black Apple Springs development entire vision and master plan is designed around this principle. The site has some rather steep topography, so the concept of spring house like structure built into the landscape and natural contours will help keep the retaining walls and earth movement to a minimum which will in turn help keep soil erosion and natural water sheds largely intact to the predevelopment standards.
6. **A creative approach the the use of land.** The creative approach we are using is trying not to overthink or overdevelop an already strong and natural site. By keeping with the historical and natural precedents set at this property, the development will take its quest
7. **Efficient use of land resulting in smaller network of utilities.** Black Apple Springs is using the principles of a Pocket Neighborhood. Without having standalone garages for all the units, the amount of infrastructure and roadways drastically decreases. By clustering the parking in barn like common structures, the amount of site work drastically declines and the opportunity to cluster utilities increases. However, the stronger reason to gather parking areas to common structures is that it really encourages casual interaction with neighbors in the everyday coming and going of life. This in turn creates stronger relationships and community, which then becomes the social glue and value of the community itself. This has been a proven strategy for other Pocket Neighborhoods around the country. No utilities will be allowed to pass through another deeded property. Access and utility easements will be granted to individual units from the rear or front.
8. **Environment in keeping with the surroundings development.** Black Apple Springs intends to keep within the harmony of the property itself and its respective neighbors. By keeping west side of the flood plain largely intact naturally, the Development will have a strong natural buffer to the west side.

w w w . g r e e n s p u r . n e t

9250 West Biscuit Street Suite 200 Dallas, TX 75241

From the Trails End and Northwest C Street Most of the residence will be set back and down the hill to minimize its impact on the neighbors. There will only be 2 main entrances and 2 main exits for all but 1 of the homes (Unit 20) - which will have its own private drive.

9. **Efficient use of infrastructure.** The efficiency of the design is twofold: (1) consolidating most of the development to the east side of the flood plain provides for a consolidated and efficient use of land and (2) by grouping the parking structures and road access to common structures. Both of these greatly reduce the number of roads, private drives and infrastructure that would be needed for an equivalent density of single family homes.
10. **High quality design and architecture.** We have a strong track record both locally and nationally of creating value through quality design standards. Our team is very excited about the soul of this project and our effort to recreate an age old practice of the natural spring house. This will be done through the use of a lot of natural stone, embanking the structures into the hills, the scale and massing of the structures. We also are really attached to bringing back the ethos of the old Park Spring Hotel that originally sat on this property. Through our research, this was a place of real community gathering. Where family and kids would come and splash around in the natural pool in the natural setting, with good food drink and conversation - we want to recreate and reinvent this wonderful precedent.

SMART GROWTH AND TRADITIONAL NEIGHBORHOOD DESIGN

We truly believe that Black Apple Springs is a perfect model to illustrate thoughtful and creative smart growth strategy that will increase the density and variety of single-family units in the downtown Bentonville area, while at the same time conserving the surrounding natural assets and the experience of the neighboring Park Springs.

1. **Range of opportunities.** Table 1.1 and the Architectural Elevations illustrates the different unit types that will be offered at Black Apple Springs.
2. **The site will foster walkable and “close knit” neighborhoods.** Black Apple Springs is less than a 1/2 mile of downtown Bentonville and certainly will be walkable community. The community will also have dedicated bike storage to encourage car free travel in the area. By clustering the parking and offering a vibrant interconnects of walking paths and common structures, the development like all Pocket Communities will really encourage fostering relationships with neighbors.
3. **Community will have a strong “Sense of Place.”** We are glad this criterion is part of the PRD. Unfortunately, too many developments ignore the importance of having some identity or “sense of place.” The original historical post card showing the Park Springs area had the tag line of “It’s cool and pleasant here.” We like that. By having modern yet historical interpretations of old stone spring house structures, in conjunction with a community pool, building and walkable pathways, we really believe we can recreate this sense of place and hopefully have the residence state that is indeed, “Cool and pleasant here.”
4. **Preserve open space.** See Chart 1.2 Black Apple Springs will conserve XX% for open space.
5. **Strengthen and encourage Community.** Too many modern developments with stand along garages and high fences between neighbors ignore the importance of community bonding and neighborhood relationship. Prior to World War 2 much of the zoning in the US encouraged these pocket style cottage communities with front porches and center courtyards. We have gotten away from that in the past 50 years and it has hurt our communities. Black Apple Springs will hopefully be a model development similar to the Original Black Apple Development on A St. in downtown Bentonville that showcases how we can develop with community in mind.

w w w . g r e e n s p r i n g . n e t



6. **Provide interconnection of streets and pathways.** Black Apple Springs master plan shows how the housing units will be surrounding center courtyard spaces. Their respective front porches and pathways are all encouraging neighbors for less isolation and more communication and conversation.
7. **Provide high quality public space.** If a strong public space is not provided, it often doesn't get used. The converse is also true. If a strong public space is provided it will get heavily used. The public spaces at Black Apple Springs will host a beautiful natural pool and commons building. The development will have 3 courtyards or opens space to gather around. There will be walking paths and bridges that will allow the residents to experience the natural part of the site to the west. Black Apple Springs will have 4 off the grid structures in the wood that will allow the residence to escape into the woods for the day to read a book, relax, perhaps be an artist or simple converse with fellow neighbors or family.

THE MINIMUM DISTRICT AREA Total acreage of property is 7.96 acres.

ZONING (ELEVATIONS AND SITE PLAN) (See attached)

MASTER SITE PLAN (See attached)

ARCHITECTURAL RENDERINGS (See attached)

PHASING

It's our intention to build the entire project at once. Obviously the first step is to put in place all the utilities, roads, curb cuts, and site pads. This we anticipate to take 4-6 months to install. Then the project will immediately move into building of the commons building and structures (3-4 months) in congruence with the building of the single family homes (both detached and duplexes). Most of the homes will be built in a modular fashion off site to decrease the cost and time to complete. Anticipated build time for the units we anticipate 6-8 months. Total project time to build 12-14 months.

PERMITTED USES/ MODIFICATION OF DEVELOPMENT STANDARDS

The permitted uses for the Black Apple Springs PRD Development are as follows:

1. 26 Residential Units on 7.96 acres (3.27 Units/ Acre)
2. Residential Unit Setbacks will be 5' from deeded property line.
3. All structures to be 20' setback from right of way and 5' from rear and side lot lines.
4. Side load garages to be 20' from right of way.
5. Building Heights will not exceed 35' to the peak.
6. Lot sizes depth and width will be per attached lot line plan.
7. A minimum of 52 Parking Spaces.
8. Minimum of 63 % of property (5 acres) dedicated to open space.
9. Units will be a mix of single family and duplex according to chart 1.1
10. One common building and pool to serve residence of community only.
11. 4 small structures (no great than 250 sf each) will be allowed on the west side of the flood plain.
12. 12 detached carports (each with three parking spaces) will be allowed on the development.
13. Vehicle street widths on private street to be a maximum of 20.'
14. 8' hardscaped pathways (3 bridges) for pedestrian and emergency vehicle travel will be allowed per the Site Plan (attached).
15. 4' hardscape pathways from the 8' pathways will be allowed to individual residences and structures.

COMMON OPEN SPACE AND RECREATION REQUIREMENT

w w w . g r e e n s p u r . n e t

9/29/2014 Board Street Sign, 1000 E 11th St, Aurora, IL 60010

1. Minimum Area - Black Apple Springs will dedicate a minimum of 5 acres or 62% of total property to common usable open space.

2. Equitable Distribution - Residential units will be clustered around center open space courtyards. Walk paths, common building and small natural retreat centers will allow residents to migrate and enjoy the open spaces of the site equitably.

3. Preservation - One of the requirements for Black Apple Springs will be to arrange and ongoing Property's Owner Association (POA) to satisfactorily maintain the common usable open space and recreational elements of the site. Fees will be assessed and board of managers from the residential unit owners will manage and maintain the POA. At the final plat submission, the Articles of the Incorporation and Bylaws of the POA shall be reviewed and approved by the City staff.

4. Accessibility - Common open space shall be open to tenants and customers of Black Apple Springs. Emergency accessibility will be provided to the commons building and pool complex with a 10' steel bridge (weight capacity 15,000 lbs.) enough for the Bentonville Fire Department 4X4 Emergency vehicle used for local bike trails to accommodate. The dry stand pipe fire lines will be 4" in diameter with FDC compliant connections provided at both points of the pipe.

OPEN SPACE DETERMINATION

Open space was determined by calculating total of wetlands and floodway, center shared courtyards, pedestrian paths trails, common gathering spaces, natural retreat structures, landscaped areas and pool facility.

PARKING AND OFF STREET LOADING

1. Two (2) off street parking spaces has been provided for each unit.
2. Guest parking will be handled by unused onsite parking and or on street parking.
3. 12 grouped parking structures have been incorporated for efficient use of land.

PERIMETER REQUIREMENTS

We believe given the Black Apple Springs will be compatible to the surrounding neighborhood in terms of its building heights, setbacks, architecture and street access. We have intentionally designed main arteries of access to limit view shed and bundling height to neighboring property. As a result, no garages face Northwest C. St. The cross section in the elevations illustrates the proper scale in which the project will maintain to adjacent land owners. In addition, the topography and sloping grade will downplay the massing to neighbors (see cross section in Architectural renderings).

DENSITY - Total Acreage 7.96. 26 total residential units. 3.27 units per acre.

AUTHORIZATION OF HOUSING TYPES PRD

Housing types will be a mix of single family homes and duplex per table 1.1.

STRUCTURAL DESIGN STANDARDS

- A. Buildings will be sensitive and take its cues from the natural environment of trees, natural stone, springs and history of the Park Springs area. The design philosophies of the project is to remake the old idea of a Spring House and Community gathering place that took place with the old Park Spring Hotel and Pool on the Property. The development will include an array of courtyards, pathways,

w w w . g r e e n s p u r . n e t



common building and natural retreat centers that will allow the residents to celebrate the natural and historical assets of the property.

- B. The site will be an inviting development given the pedestrian pathways provided and ultimate downplay of vehicle dependency. Most of the residence will not be able to pull into a garage and go directly into their house like most development, they will have to pass by a neighbor, have a conversation and potentially even a cold drink with one another. This is an intentional element of our design and pocket communities in general.
- C. The common architectural theme for the project is the reinvention of the an "Old Stone Spring House." The development will require to use a lot of natural stone from the area, board and batten siding, metal roofs etc. to achieve this consistency (see Architectural renderings for a call out of material and precedent images and Table 1.3 below).

Table 1.3

FACADE	MATERIALITY
Stone Base/ Rock	Natural local veneer stone Only. No fake stone material.
Windows	Wood aluminum clad only. Simulate divided light.
Siding	Painted Hardie Siding Board and Batten. No vinyl or aluminum
Metal Siding	Corten steel flat or corrugated.
Roofing	Metal Standing Seam.
Colors	Natural earth tones to be submitted and approved by Architect.

- D. Human Scale features are provided on the Architectural renderings.
- E. Black Apple Springs will not allow any aluminum, vinyl or fiberglass siding. All siding will be hardie board - board and batten, natural stone or corten steel.
- F. Roof lines will vary according to the architectural renderings. The topography of the site will provided a great degree of variety for roof lines.
- G. All but two of the 26 residential units will have side loaded garages.

Thank you for your consideration. We look forward to continue the great and hopefully continue to contribute to the legacy and small town ethos of what is now downtown Bentonville.

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635 West Third Street Suite 200 Little Rock, AR 72201

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO PRD, PLANNED RESIDENTIAL DEVELOPMENT.

WHEREAS, Black Apple Creek, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification of R-1, Single Family Residential to PRD, Planned Residential Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

COMMENCING at the Northwest Corner of said Northwest Quarter Northeast Quarter (NW1/4 NE1/4) of Section 30; thence by bearing and distance the following courses (basis of bearing, Grid North), South 01°42'22" West a distance of 782.36 feet to the POINT OF BEGINNING; thence South 01°42'22" West a distance of 174.00 feet; thence South 87°23'42" East a distance of 33.09 feet; thence South 01°52'09" West a distance of 318.22 feet; thence South 87°22'45" East a distance of 126.52 feet; thence South 02°02'19" West a distance of 45.12 feet; thence South 84°14'30" East a distance of 34.38 feet; thence South 87°37'22" East a distance of 392.86 feet; thence North 02°47'21" East a distance of 228.73 feet; thence North 02°47'33" East a distance of 399.90 feet; thence North 41°40'31" West a distance of 198.85 feet; thence South 39°20'00" West a distance of 258.40 feet; thence South 87°39'14" West a distance of 303.88 feet to the Point of Beginning.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 1, 2016 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to PRD, Planned Residential Development.

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

Section 1: That the above described real property is hereby changed from its present classification of R-1, Single Family Residential to PRD, Planned Residential Development to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2016.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

November 8, 2016

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Universal Field Services, Inc. for Right-of-Way and Easement acquisition on the Hwy 71B/12th/Tiger Blvd. intersection improvements project in an amount not to exceed \$129,884.00. See attached memo, contract, and supporting documents.

COST TO CITY:

Cost of this Request: \$129,884

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ Bond Fund
Funds Expended to Date	
Remaining Budget	
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

Date: October 20, 2016

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Universal Field Services Contract for 090421 – Hwy71B/12th/Tiger

This agreement with Universal Field Services, Inc. is for right-of-way and easement acquisition services for the Hwy 71B/12th/Tiger Blvd. Intersection Improvements project (AHTD Job #090421). This project is funded at an 80/20 match (80% Fed, 20% City) by the FHWA STIP program. The amount of this agreement will be reimbursed at 80% to Bentonville. Along with City Staff, this agreement has been reviewed and approved by the AHTD and FHWA. Because this project involves Federal dollars and is on a state highway, it is required to follow all the Federal Uniform Relocation Act laws that apply.

AGREEMENT
FOR
PROFESSIONAL SERVICES
(AHTD VERSION – SPECIFIC RATE OF COMPENSATION)

JOB NO. 090421
HWY 71B/12th ST./TIGER BLVD. INTERS. IMPVTS. PROJECT (Bentonville) (S)
PREAMBLE

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the City of Bentonville, Arkansas ("Owner"), and Universal Field Services, Inc. ("Consultant"), a corporation existing under the laws of the State of Oklahoma, with principal offices at 6737 South 85th East Avenue, Tulsa, Oklahoma 74133.

WITNESSETH:

WHEREAS, the Owner is planning to improve intersection on Hwy 71B/12th Street/Tiger Blvd.; and,

WHEREAS, the Owner's forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant's staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant's organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. "Transportation Engineer" means the Transportation Engineer – City of Bentonville, Arkansas.
- 1.2. "Consultant's Representative" shall be Douglas R. Benson, until written notice is provided to the Owner designating a new representative.
- 1.3. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is \$129,884.00. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any invoice, fee, or cost exceeding the Contract Ceiling Price.
- 1.4. "Fee." As used herein, the term means the specific rates of compensation set forth in the schedule in Subsection 3.1.1. The Fee includes compensation for

all cost and profit. There shall be no reimbursement of costs incurred by the Consultant in the performance of this Agreement.

- 1.5. "Default" means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "FHWA" means the Federal Highway Administration.
- 1.9. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project.
- 1.10. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is \$129,224.00. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.11. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project.
- 1.12. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is not applicable. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.
- 1.13. "Owner" means, collectively, the City of Bentonville, Arkansas.
- 1.14. "AHTD" or Department" means, collectively, Arkansas State Highway and Transportation Department.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a specific rate of compensation contract. The Consultant is being hired to perform professional services in connection with the Project as set forth herein. In consideration for the professional services rendered by the Consultant, the Owner shall pay to the Consultant the Fee, to be determined according to the labor and activity rates as set forth in Section 3, Fees and Payment. The Fee includes compensation for any cost to be incurred by the Consultant, and the Consultant shall not be reimbursed for costs incurred. The Consultant shall bear the costs, and resulting risks, of performing this Agreement.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments to the Consultant are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any other information submitted to the Owner with any claim for full or partial payment.

3. FEES AND PAYMENT

- 3.1. *Fee.* The justification for the fees and the use of the specific rate of compensation method of payment is contained in Appendix A, the scope of services, and the description of the project as provided herein. The Owner shall pay Consultant a Fee determined by the hourly or other unit rate shown in the following schedule. Partial hours and units shall be pro-rated. Under no circumstances shall Fee payments exceed the Contract Ceiling Price.

3.1.1. SCHEDULE OF RATES

See Appendix A, Attachment A-1

- 3.1.2. The foregoing paragraph does not authorize or permit the Consultant to perform services at the overtime rates shown, but only establishes the appropriate rates in the event that the Owner subsequently authorizes overtime. Payment of the Fee at overtime rates is expressly contingent upon the written approval by the Owner *before* the Consultant, its employees, or its agents begin the work for which the overtime rate will be requested. Regardless whether the Owner authorizes and pays the overtime rates set forth above, the Consultant shall comply with all state and federal wage and hour laws and regulations.
- 3.2. *Invoices and Partial Payments.* Partial payments of the Fee shall be made as indicated in the Milestone Payment Schedule (Appendix A, Attachment A-2) and as follows, unless modified by the written agreement of both parties:
- 3.2.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher stating the hourly rates and hours for each category of personnel,

the unit rates and units for the activities performed, and the amount of the Fee due for the time period covered by the invoice.

3.2.2. Accompanying the invoice, the Consultant shall also submit an estimate of the amount and value of the work accomplished under this Agreement for the period of time covered by the invoice, along with any supporting data required by the Owner. The Consultant shall include in the invoice and estimate only that work, which meets the standards of quality established under this Agreement. At a minimum, the supporting data shall include progress reports in the form and number required by the Owner.

3.2.3. Upon approval of the invoice and estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable.

3.3. *Final payment.*

3.3.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of that part of the Fee (if any) earned and approved but not previously paid.

3.3.2. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver a release of all claims discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this Agreement.

3.4. *Owner's Right to Withhold Payment.* At any time, the Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. RECORDS & AUDITS

4.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

4.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and

audit all records and other evidence sufficient to document all work performed, all costs and fees claimed or anticipated to be incurred and earned during the performance of this Agreement, any request for modification or amendment of this Agreement, and any claim or dispute. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination that a specific rate of compensation type of agreement is justified, including any CPA audit. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.

- 4.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of the Fee, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—

- 4.3.1 Any proposal for the Agreement, subcontract, or modification;
- 4.3.2 Discussions conducted on the proposal(s), including those related to negotiating;
- 4.3.3 Fees or costs under the Agreement, subcontract, or modification;
- 4.3.4 Performance of the Agreement, subcontract or modification; or,
- 4.3.5 The amount and basis of any claim or dispute.

- 4.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.

- 4.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

- 4.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

- 4.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

4.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

4.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

5. DESCRIPTION OF THE PROJECT

The owner is proposing to construct intersection improvements at Highway 71B/Walton Boulevard and 12th Street/Tiger Boulevard to meet the traffic demand and capacity.

The work will consist of the Scope of Work for the individual task order specifically includes the following tasks: Administrative Services, Title Services, Initial Appraisal Services, Initial Appraisal Review Services, Appraisal Updates, Appraisal Review Updates, Negotiation Services, Relocation Assistance Services, Closing Services, Property Management Services, and Eminent Domain Proceedings, as required. This project includes Federal-aid STP-Attributable funds, and all work will be reviewed and approved by the Arkansas State Highway and Transportation Department (AHTD). All work and contract requirements shall be in accordance with the Owner's Policies and Procedures, AHTD's Right of Way Policies and Procedures Manual, and applicable Federal regulations including, but not limited to, 23 CFR and 49 CFR.

6. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

Consultant will provide right of way acquisition and relocation services accordance with Appendix A. Such services will be provided by the personnel specified in the proposal. Any changes in scope, schedule, consultant personnel or subcontractors must be approved by the Owner in writing prior to the change being made.

See Appendix A, Attachment A-4

7. INFORMATION TO BE PROVIDED BY THE OWNER

See Appendix A, Attachment A-3

8. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

Not applicable

9. COORDINATION WITH OWNER

- 9.1. Throughout the Project, the Consultant shall hold meetings as needed at the sole discretion of the Owner in Bentonville, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, AHTD, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

10. OFFICE LOCATION FOR REVIEW OF WORK

- 10.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, AHTD, and the FHWA at the Consultant's office.

11. ACCESS TO PROPERTY

- 11.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

12. DELIVERABLES

See Appendix A, Attachment A-5

13. SUBCONTRACTING

- 13.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

13.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

13.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fees payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.

13.4. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:

13.4.1 make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;

13.4.2 notify any sureties; and/or,

13.4.3 withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.

13.5. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

14. RESPONSIBILITY OF THE CONSULTANT

14.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

14.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of documents, drawings, specifications, cost estimates, and other services provided.

- 14.3. The Consultant further agrees that in its performance of its work under this Agreement, it shall adhere to the requirements in the Design Standards and FHWA, which shall be incorporated herein by reference.
- 14.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work consultants engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.
- 14.5. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.
- 14.6. Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- 14.7. The rights and remedies of the Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 14.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

15. WARRANTY OF SERVICES

- 15.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 15.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 15.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Fee.
- 15.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Fee.

- 15.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

16. TERM, COMMENCEMENT, AND COMPLETION

- 16.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein. The Consultant will complete the acquisition of all tracts needed for this project and prepare the required right of way certification by September 30, 2017. Actions required to complete relocation services and eminent domain proceedings may be extended until September 30, 2018, unless extended or terminated by the Owner in accordance with this Agreement.
- 16.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 16.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall begin and complete the work, or each phase, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner.

17. TERMINATION

- 17.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 17.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 17.3. Upon receipt of the notice, the Consultant shall:
- 17.3.1. Immediately discontinue all services affected (unless the notice directs otherwise).
 - 17.3.2. Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - 17.3.3. Terminate all subcontracts to the extent they relate to the work terminated.
 - 17.3.4. In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant

under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.

17.3.5. With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.

17.3.6. Complete performance of the work not terminated.

17.3.7 Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Owner has or may acquire an interest.

17.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Fee, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated Fee or profit on unperformed services.*

17.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner.

17.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Disputes and Claims (48 CFR 31.205-42(e)(2)).

17.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

18. STOP WORK ORDERS

18.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

18.1.1. Cancel the stop work order; or,

18.1.2. Terminate the work pursuant to Section 17, Termination.

18.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work.

The Owner shall make an equitable adjustment in the delivery schedule or Fee, or both, and the Agreement shall be modified, in writing, accordingly, if -

18.2.1. The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,

18.2.2. The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,

18.2.3. The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

19. CHANGES

19.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) documents, drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

19.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

19.3. All claims and disputes shall be governed by Section 28, Disputes and Claims. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

19.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

20. OWNERSHIP OF DOCUMENTS & DATA

20.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall

have an irrevocable license to use such documents, or data compilations, or work product.

21. PATENT AND COPYRIGHT INFRINGEMENT

- 21.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 21.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.
- 21.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.
- 21.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 21.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

22. BANKRUPTCY

- 22.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to

bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

23. FUNDING LIMITATIONS

- 23.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated by the State of Arkansas and those to be provided by the United States.

24. EMPLOYMENT PROVISIONS

- 24.1. The Consultant shall not be permitted to employ or to make an offer of employment, for regular or part-time work during the term of this Agreement, to any person who is or has been an employee of the City within the twelve (12) months immediately preceding the execution of this Agreement, except regular retired employees or by the written permission of the Owner.

25. SUCCESSORS AND ASSIGNS

- 25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or possessing any interest in, this Agreement.

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, and their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.
- 26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

- 26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

27. INSURANCE

- 27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.
- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner

certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.

27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

28. DISPUTES AND CLAIMS

28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Transportation Engineer in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") **before beginning the work that gives rise to the claim.**

28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Transportation Engineer within 45 calendar days after the completion or termination date. **The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.**

- 28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:
- 28.3.1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
 - 28.3.2. The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
 - 28.3.3. A copy of the "Notice of Potential Claim";
 - 28.3.4. The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
 - 28.3.5. The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
 - 28.3.6. The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
 - 28.3.7. The identification and substance of any relevant documents, things, or oral communications related to the claim;
 - 28.3.8. A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
 - 28.3.9. If an extension of time is sought, the specific number of days sought and the basis for the extension;
 - 28.3.10. The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
 - 28.3.11. Any other information or documents that are relevant to the claim.
- 28.4. *Decision and Appeal.* If an adverse decision is rendered by the Transportation Engineer, the Consultant may submit the claim or dispute in writing to the Mayor within 60 days of the decision of the Transportation Engineer. The decision of the Mayor shall be final and conclusive unless within 60 calendar days from the date of the receipt of the Mayor's decision, the Consultant files an action in Benton County Circuit Court. By agreement of the parties, the time to file an action in Circuit Court may be extended to allow any claim or dispute to be mediated. Such extension shall be to 30 days after the date of any such mediation. The remedies described herein with regard to disputes are contractual substitutes limiting the rights and remedies otherwise available to the Consultant under the law, including specifically with regard to the statute of limitations, and the Consultant agrees to such contractual substitutes.
- 28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 17, or

issued a stop work order pursuant to Section 18, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Transportation Engineer's and Mayor's decisions.

- 28.6. *Nonexclusive Remedies.* The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

29. COVENANT AGAINST CONTINGENCY FEES

- 29.1 The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Fee or consideration, or otherwise recover, the full amount of the contingent fee.
- 29.2 *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 29.3 *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 29.4 *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 29.5 *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

30 TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, successors, and assigns, certifies and agrees as follows:

- 30.1 *Compliance with Regulations.* The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs

of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

- 30.2 *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the USDOT Regulations.
- 30.3 *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, or disability.
- 30.4 *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the AHTD or the USDOT and its Affiliated Modes, as appropriate, and shall set forth the efforts made by the Consultant to obtain the records or information.
- 30.5 *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6 *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with

respect to any subcontract or procurement as the Owner, the AHTD, or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner, the AHTD, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

31. DBE CLAUSE

31.1 The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

31.2 The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

32.1 The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

32.2 The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

32.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

33. CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

33.1 The Consultant certifies, to the best of its knowledge and belief, that:

- 33.1.1 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.
- 33.1.2 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".
- 33.1.3 The Consultant shall require that the language of this certification be included in the agreement for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- 33.1.4 The Consultant and any of its Principals—
- 33.1.4.1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;
 - 33.1.4.2 Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 33.1.4.3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 34.1.4.2; and,
 - 33.1.4.4 The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.
- 33.2 *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This

certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.

33.3 The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4 The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

34 MISCELLANEOUS

34.1 *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.

34.2 *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.

34.3 *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.

34.4 *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.

34.5 *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.

34.6 *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.

34.7 *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.

34.8 *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

35 CERTIFICATION OF AUTHORIZED REPRESENTATIVES

35.1 This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

36 NOTICE

36.1 All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

36.1.4 To the Owner's Representative:

City of Bentonville
Mike Churchwell
Transportation Engineer
305 SW "A" Street
Bentonville, AR 72812

36.1.5 To the Consultant:

Douglas R. Benson, Executive Vice President
Universal Field Services, Inc.
PO Box 35666
Tulsa, OK 74153-0666

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

UNIVERSAL FIELD SERVICES, INC.

CITY OF BENTONVILLE

BY: _____
Douglas R. Benson

Executive Vice President

BY: _____
Bob McCaslin

Mayor

CITY OF BENTONVILLE, ARKANSAS

HWY 71B/12th ST./TIGER BLVD. INTERS. IMPVTS. PROJECT (Bentonville) (S)

AHTD JOB #090421

RIGHT OF WAY ACQUISITION SERVICES

**APPENDIX A
ATTACHMENT A-1**

**COST ESTIMATE
(per tract)**

	<u>Unit Rate</u> <u>Per Parcel</u>		<u>Estimated</u> <u># of Parcels</u>	<u>Estimated</u> <u>Costs</u>
Administrative Services:	\$1,500	x	11	\$ 16,500
Title Services:	\$ 400	x	11	\$ 4,400
Document Recording	\$ 60	x	11	\$ 660
Appraisal Services:				
Appraisals	\$2,700	x	11	\$ 29,700
Appraisal Updates	\$1,350	x	4	\$ 5,400
Review Appraisal Services:				
Appraisal Reviews	\$1,500	x	11	\$ 16,500
Appraisal Review Updates	\$ 750	x	4	\$ 3,000
Negotiation Services	\$2,915	x	11	\$ 32,065
Closing Services:	\$ 600	x	11	\$ 6,600
* Relocation	\$2,000	x	3	\$ 6,000
* Property Management Services	\$ 900	x	2	\$ 1,800
Expert Witness	\$1,600	x	2	\$ 3,200
** Estimated Mileage	\$ 369	x	11	\$ 4,059
Total Estimated Cost/Contract Ceiling Price				\$ 129,884

* If these services are not required, they will not be billed.

** All business miles will be reimbursed at the current IRS rate when incurred.

CITY OF BENTONVILLE, ARKANSAS

HWY 71B/12th ST./TIGER BLVD. INTERS. IMPVTS. PROJECT (Bentonville) (S)

AHTD JOB #090421

RIGHT OF WAY ACQUISITION SERVICES

**APPENDIX A
ATTACHMENT A-2**

Work Schedule

TASK	START	FINISH	DURATION
Notice-to-Proceed *	11/1/16 Written	Rec'd	
Final ROW Plans	11/1/2016		
Title	11/1/2016	12/1/2016	30 days
Appraisal	12/1/2016	1/15/2017	45 days
Appraisal Review	1/15/2017	2/15/2017	30 days
Negotiations	2/15/2017	6/15/2017	120 days
Closing	2/15/2017	6/15/2017	120 days
Parcel Vacated **	2/1/2017	9/1/2017	210 days
Property Management	2/1/2017	11/1/2017	270 days

* All dates are subject to receiving the Notice-to-Proceed on 11/1/16.

** Subject to condemnation proceedings

CITY OF BENTONVILLE, ARKANSAS

**HWY 71B/12th ST./TIGER BLVD. INTERS. IMPVTS. PROJECT (Bentonville) (S)
AHTD JOB #090421
RIGHT OF WAY ACQUISITION SERVICES**

**APPENDIX A
ATTACHMENT A-3**

INFORMATION PROVIDED BY

CITY OF BENTONVILLE, ARKANSAS

1. Upon completion of right of way plans and environmental handling, prepare a request for authority to appraise and acquire for submission to AHTD.
2. Provide right of way and construction plans.
3. Provide legal descriptions of the property to be acquired and current ownership title certificates.
4. Provide any applicable Department approved conceptual stage relocation statement and plan.
5. Provide timely reviews and approval of submissions.
6. Provide examples of Department approved standard forms and brochures to be used in the acquisition process.
7. Process and issue all warrants for payments.
8. Provide final approval for all payments including, but not limited to, compensation estimates or appraisals and relocation assistance.
9. Conduct surveys of property owners and displacees to determine quality of performance by the Consultant.
10. Initiate, coordinate, and administer environmental investigation surveys.
11. Process condemnation actions including legal document preparation, filing, settlement or trial actions.
12. Prepare exhibits used in court cases on condemned tracts as needed.
13. Provide legal opinions or recommendations that arise during the acquisition process, as needed. Consultant must notify the City of Bentonville if legal advice is needed.
14. Forward right of way certifications to AHTD for review and approval or submission to FHWA.

A-3-1

15. Provide appraisal scope of work, sales brochure, approved appraisal, appraisal review, just compensation and offer letter with concurrence from AHTD.

A-3-2

CITY OF BENTONVILLE, ARKANSAS

**HWY 71B/12th ST./TIGER BLVD. INTERS. IMPVTS. PROJECT (Bentonville) (S)
AHTD JOB #090421
RIGHT OF WAY ACQUISITION SERVICES**

**APPENDIX A
ATTACHMENT A-4**

SERVICES TO BE PROVIDED BY CONSULTANT

Consultant Responsibilities: The Consultant agrees to administer professional services for acquisition of properties on the proposed 8th Street Improvement Project including, but not limited to:

1. Administrative Services:

- 1.1. Provide bi-monthly, or as required, coordination reports to the City of Bentonville.
- 1.2. Attend meetings including the Consultant, City of Bentonville, AHTD, FHWA and others as scheduled at the sole discretion of the City of Bentonville Right of Way Division as to date, time and location. The Consultant shall compile and distribute meeting minutes as required.
- 1.3. Maintain project records including, but not limited to, correspondence and documentation of contacts with property owners.
- 1.4. Overhead costs including salaries, travel, employee benefits, telephone, equipment, supplies, etc.
- 1.5. Prepare invoices for payment utilizing City of Bentonville's standard invoicing procedures.
- 1.6. Provide right of way certification in accordance with City of Bentonville's Right of Way Division Policies and Procedures Manual.

2. Title Services:

- 2.1. Furnish title work, prepare detailed title certificates and maintain supporting documents.
- 2.2. Provide title commitments including thirty (30) year title searches in accordance with City of Bentonville Right of Way procedures.
- 2.3. Be responsible for furnishing updates or revised information to the City of Bentonville's Right of Way Engineering Section when change of ownership occurs subsequent to the certificates obtained during right of way plan preparation.

- 2.4. Prepare proper instruments of conveyance and releases upon determination of title status in accordance with 1874 Arkansas Constitutional Amendment 28 and Arkansas State Law Statute 16-22-208.

3. Appraisal Services:

Appraisal services will be provided as assigned by City of Bentonville as follows:

- 3.1. Review the City of Bentonville's right of way and construction plans.
- 3.2. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.
- 3.3. Provide total estimated cost of acquiring the needed right of way and a tract by tract breakdown.
- 3.4. Participate in the preparation of the scope of work, which is a written document between City of Bentonville and the appraiser describing the appraiser's work and the assignment. This is a separate document that will be retained in City of Bentonville's Right of Way Division files.
- 3.5. Follow the Uniform Act for contacting property owners and property owner's inspection. This includes inviting the property owners preferably in writing to accompany the appraiser during the appraiser's inspection of the property, and maintain record of contact in file.
- 3.6. When applicable, the appraiser and the relocation coordinator will meet with the property owner and determine items that are appraised as real estate and which items will be handled as personalty. This realty/personalty list will become a part of the appraisal. Legal counsel may be required if there is a question on any item.
- 3.7. Prepare compensation estimates or appraisals in accordance with AHTD Right of Way Operations Manual, applicable City ordinances, federal laws, and regulations.
- 3.8. For on-premise signs, determine if cost to cure would be less than purchase and prepare compensation estimate or appraisal accordingly.
- 3.9. For off-premise signs, prepare appraisals utilizing forms provided by City of Bentonville in accordance with Federal regulations and City of Bentonville Right of Way policies and procedures.
- 3.10. Determine need for specialty report and advise City of Bentonville of recommendation. City of Bentonville will determine extent of report needed and most efficient and cost-effective method of preparation.
- 3.11. Obtain a listing of contaminated sites (petroleum, solid/hazardous waste) from the Arkansas Department of Environmental Quality (ADEQ).
- 3.12. Prepare written notification to the City of Bentonville of any environmental concerns associated with the acquisition that could require environmental remediation.

- 3.13. Assist on any appraisal problems or plan-in-hand inspections, right of way estimates and cost comparisons for public hearings and environmental programs as directed by City of Bentonville.
- 3.14. Revise, update, or obtain new compensation estimates or appraisals as needed.
- 3.15. Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the City of Bentonville.

4. Review Appraisal Services

The Review Appraiser examines the appraisal report to determine that it:

- 4.1 Is completed in accordance with the FHWA, AHTD, and City of Bentonville's appraisal specifications and/or contract (for Fee Appraisers).
- 4.2 Adheres to accepted appraisal principles and techniques in the valuation of real property in accordance with State law and Federal regulations and requirements.
- 4.3 Contains or references the information necessary to explain, substantiate, and document the conclusions and estimate of fair market value.
- 4.4 Considers compensable items, damages and benefits, if any, and does not include compensation for noncompensable items.
- 4.5 Contains an identification or listed of the builds, structures, and improvements on the land as well as the fixtures, which were considered as part of the real property.
- 4.6 Contains an estimate of fair market value for the acquisition, and where appropriate in the case of a partial acquisition, an allocation of the estimate of fair market value for the real property and for damages to the remaining property.
- 4.7 Requests and obtains from the appraiser any needed corrections or revisions.
- 4.8 Makes minor corrections, such as mathematical ones, and note and initial his/her action.
- 4.9 Makes comments and provides additional supporting data as necessary.
- 4.10 Provide estimate of just compensation including, when applicable, an allocation of compensation for the real property acquired and for damages to the remaining real property, and an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures which are considered to be a part of the real property to be acquired, if such allocation or listing differs from that in the appraisal(s).
- 4.11 State whether or not field inspections of the subject tract and the comparable sales were a part of the appraisal review. If a field inspection was not made, the reason(s) should be recited.

- 4.12 Before signing certification, the reviewing appraiser must state that the review appraiser has no direct or indirect present or contemplated future personal interest in the property or in any monetary benefit from its acquisition.
- 4.13 Must certify that the estimate of just compensation has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.
- 4.14 If appropriate, a value estimate of items compensable under State law but not eligible for Federal reimbursement.
- 4.15 Upon completion of the review process, the fair market value is approved by Review Appraiser and just compensation is established by the Division Head or LPA official, as required.

5. Negotiation Services:

- 5.1 Prior to the initiation of the negotiation process, perform a review of the project and appraisal reports with the negotiator, reviewing appraiser and City of Bentonville personnel.
- 5.2 Prepare the appropriate acquisition documents and assemble tract packets.
- 5.3 Present offer letter to the property owner, discuss the offer amount and rationale for compensation and address any concerns. Advise the property owner of their full rights under the laws of eminent domain if no agreement can be reached and condemnation action is necessary.
- 5.4 Maintain a project log indicating, at a minimum, the dates of the following: compensation estimate or appraisal approved, initiation of negotiations, contract signed and recommendations for condemnation.
- 5.5 On acquisitions involving relocatees, coordinate property owner meetings with personnel administering relocation assistance.
- 5.6 Maintain detailed records of all information pertinent to the job: ownership addresses, encumbrances, dated and signed negotiator notes, offer letters, and contracts. Negotiator notes should include a record of each contact, explanation of the plans, offers and counteroffers, property owner requests, opinions, proposed solutions and recommendations for condemnation.
- 5.7 As negotiations are completed, review tract packets for completeness, prepare acceptance letters for City of Bentonville execution, and distribute tract packets for further handling.
- 5.8 Submit proposed changes in right of way or construction design features arising through negotiations to City of Bentonville utilizing the City of Bentonville "Request for Plan Change" form.
- 5.9 Submit counteroffers from the property owners to the City of Bentonville with recommendations for acceptance or rejection.

6. Closing Services:

- 6.1 Obtain title opinion identifying legal ownership and necessary parties for execution of conveyance and releases required to obtain clear title.
- 6.2. Obtain required partial releases of mortgages and other encumbrances.
- 6.3. Deliver state warrants on negotiated settlements after obtaining proper execution of instruments of conveyance and satisfaction of liens.
- 6.4. Record conveyance documents in appropriate county offices.

7. Relocation Assistance Services:

- 7.1. Prior to negotiations, contact property owners to discuss relocation program and benefits, deliver the relocation brochure, provide a general information written notice, and complete the Displacee Needs Questionnaire (RAS I5), Relocation Coordinator's Report (RAS 5), and Decent, Safe and Sanitary Report (RAS I6).
- 7.2. Prepare relocation studies and determine replacement housing payments as appropriate and submit to City of Bentonville for review and approval.
- 7.3. Coordinate property owner meetings with negotiators.
- 7.4. Advise eligible owner-displacees of their monetary payments and how they were determined showing the comparable housing used and provide relocation eligibility ninety (90) day written notices.
- 7.5. Contact the eligible tenant displacees in writing within seven (7) working days of the initiation of negotiations and present comparable housing and relocation payment calculation and a relocation eligibility written notice.
- 7.6. Provide displacees (residential tenants, businesses, etc.), a ninety (90) day written notice within seven (7) working days of initiation of negotiations.
- 7.7. Provide displacee a thirty (30) day written notice specifying the exact date by which the property must be vacated and/or personal property removed as needed.
- 7.8. Notify the City of Bentonville immediately if displacee does not move after the thirty (30) day written notice expires.
- 7.9. Offer advisory services to and conduct personal interviews of nonresidential and residential displacements. Determine the relocation needs and preferences of each business (farm and non-profit organization) or person to be displaced and explain the relocation payments and other assistance for which the business/person may be eligible, the related eligibility requirements, and the procedures for obtaining such assistance.

- 7.10. Provide, for nonresidential relocatees, current and continuing information on the availability, purchase prices, and rental costs of suitable commercial and farm properties and locations. Assist any person displaced from a business or farm operation in obtaining and establishing a suitable replacement location.
- 7.11. Minimize hardships to persons in adjusting to relocation by providing counseling, advice regarding other sources of assistance that may be available, and such other help as may be appropriate.
- 7.12. Supply persons to be displaced with appropriate information concerning Federal and State housing programs, disaster loan and other programs administered by the Small Business Administration, and other Federal and State programs offering assistance to displaced persons, and technical help to persons applying for such assistance.
- 7.13. Maintain relocation contact logs.
- 7.14. Prepare any necessary bid documents, forms and claims for displacees' moving and related expenses.
- 7.15. Determine the eligibility of and amount of replacement housing payments for owner occupants.
- 7.16. Compute increased interest payments, rental subsidy payments, and down payment assistance payments as needed.
- 7.17. Determine the eligibility of mobile homes for replacement housing payment.
- 7.18. Deliver relocation payments.
- 7.19. Handle any property owner request for appeal hearing and appear as needed.
- 7.20. Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the City of Bentonville.

CITY OF BENTONVILLE, ARKANSAS

**HWY 71B/12th ST./TIGER BLVD. INTERS. IMPVTS. PROJECT (Bentonville) (S)
AHTD JOB #090421
RIGHT OF WAY ACQUISITION SERVICES**

**APPENDIX A
ATTACHMENT A-5
DELIVERABLES**

1. Bi-monthly, or as required, Project Coordination Reports
2. Minutes of meetings between Consultant, City of Bentonville, FHWA and others
3. Project records including, but not limited to, correspondence and documentation of contacts with City of Bentonville, subcontractors, property owners, tenants, relocatees, mortgage companies, photographs, documents, receipts, quotes, etc.
4. Project Log(s)
5. Right of Way Certification
6. Title work, including title certificates and title commitments with supporting documents
7. Appraisals or compensation estimates
8. Realty/Personalty List as needed
9. List of contaminated sites from ADEQ and notification to City of Bentonville of any environmental concerns
10. Approval of fair market value and recommendation of just compensation as necessary
11. Memorandums or documentation related to review of appraisals submitted by property owners as necessary
12. Requests for Legal Opinions
13. Appropriate acquisition documents
14. Negotiation notes
15. Written communications with property owners
16. Complete tract packets
17. Documentation substantiating ownership and/or authority to act on behalf of owner(s), i.e. affidavits, resolutions, death certificates, corporation documents, etc.
18. Contracts to Sell
19. Transmittal documents for tracts acquired or recommended for condemnation
20. Negotiator Certification
21. Plan changes
22. Title Opinions
23. Recorded Releases
24. Recorded Instruments of Conveyance
25. Relocation Documents including questionnaires, reports, claim forms
26. 30 and 90-day notices, eligibility notices, etc.
27. Relocation Coordinator notes
28. Relocation Contact Logs
29. Bid documents, moving forms and claims with proper documentation
30. Improvement Checklists with supporting documents
31. Inspection Reports including photographs
32. List of structures affected requiring property management
33. Invoices and supporting documentation
34. Sales documents to be included in sales brochure upon approval of review appraiser.

**SUBCONSULTANT AGREEMENT
JOB NO. 090421**

HWY 71B/12th ST./TIGER BLVD. INTERS. IMPVTS. PROJECT (Bentonville) (S)

1. SUBCONSULTANT AGREEMENT

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Professional Services ("Prime Agreement") between the Consultant and the City of Bentonville ("City" or "Owner") for Job No. 090421, dated _____. Universal Field Services, Inc. ("Consultant") and National Title and Escrow. ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

The Owner is proposing to construct intersection improvements at Highway 71B/Walton Boulevard and 12th Street/Tiger Boulevard to meet the traffic demand and capacity. The Subconsultant agrees to administer professional services for acquisition of properties on the proposed Project including, but not limited to:

- 2.1. Furnish title work, prepare detailed title certificates and maintain supporting documents.
- 2.2. Provide title commitments including 30-year title searches in accordance with City of Bentonville Right of Way procedures.
- 2.3. Be responsible for furnishing updates or revised information to the City of Bentonville's Right of Way Engineering Section when change of ownership occurs subsequent to the certificates obtained during right of way plan preparation.
- 2.4. Prepare proper instruments of conveyance and releases upon determination of title status in accordance with 1874 Arkansas Constitutional Amendment 28 and Arkansas State Law Statute 16-22-208.
- 2.5. Obtain title opinion identifying legal ownership and necessary parties for execution of conveyance and releases required to obtain clear title.

- 2.6. Obtain required partial releases of mortgages and other encumbrances.
- 2.7. Deliver state warrants on negotiated settlements after obtaining proper execution of instruments of conveyance and satisfaction of liens.
- 2.8. Record conveyance documents in appropriate county offices.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

3.1 Fee. The justification for the fees and the use of the specific rate of compensation method of payment is contained in Appendix A, the scope of services, and the description of the project as provided herein. The Consultant shall pay the Subconsultant a Fee determined by the hourly or other unit rate shown in the following schedule. Partial hours and units shall be pro-rated. Under no circumstance shall Fee payments exceed the Total Estimated Cost.

3.1.1 SCHEDULE OF RATES

	<u>Unit Rate</u>	<u>Estimated</u>	<u>Estimated Cost</u>
Title Services:	\$400 Per Parcel x 11 Parcels =		\$ 4,400.00
Closing Services	\$600 Per Parcel x 11 Parcels =		<u>\$ 6,600.00</u>
Document Recording	\$ 60 Per Parcel x 11 Parcels		\$ 660.00
Total Estimated Costs			\$11,660.00

3.2 Subconsultant will be paid within 14 days after receipt of payment from Owner.

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. CITY OF BENTONVILLE, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The City, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of the City, the AHTD, the FHWA, or any of their employees, officers, or agents.
- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. RECORDS & AUDITS

- 6.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 6.2. *Examination.* The Subconsultant shall maintain, and the Owner, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Subconsultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 6.3. *Supporting Data.* If the Subconsultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
 - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;

- Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 6.4. *Audit.* The Owner, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Subconsultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 6.5. *Reports.* If the Subconsultant is required to furnish cost, funding, or performance reports, the Owner, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Subconsultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 6.6. *Availability.* The Subconsultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this section and Section 28 of the Prime Agreement, Disputes and Claims, for examination, audit, or reproduction, until six years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition--
- 6.6.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for six years after the termination; and,
- 6.6.2 Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.
- 6.7 The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

7. PATENT AND COPYRIGHT INFRINGEMENT

- 7.1 The Subconsultant shall report to the Consultant and Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Subconsultant has knowledge.
- 7.2 In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this

Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Subconsultant shall furnish to the Consultant and Owner, when requested, all evidence and information in possession of the Subconsultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Subconsultant.

- 7.3 The Subconsultant agrees to include, and require inclusion of, the provisions of this section in all subcontracts at any tier for supplies or services.
- 7.4 The Subconsultant shall indemnify the Consultant and Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Consultant or Owner of such supplies or construction work.
- 7.5 This indemnity shall not apply unless the Subconsultant shall have been informed within ten (10) business days following the Consultant's or Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Consultant or Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directly a manner of performance of the Agreement not normally used by the Subconsultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Subconsultant, unless required by final decree of a court of competent jurisdiction.

8. COVENANT AGAINST CONTINGENCY FEES

- 8.1 The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the City and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 8.2 *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

- 8.3 *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 8.4 *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 8.5 *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

9. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 9.1 *Compliance with Regulations*. The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 9.2 *Nondiscrimination*. The Subconsultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- 9.3 *Solicitations for Subcontracts, Including Procurements of Material & Equipment*. In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, or disability.

- 9.4 *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refused to furnish this information, the Subconsultant shall so certify to the Owner, the AHTD, or the USDOT and its Affiliated Modes, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 9.5 *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Subconsultant under the Agreement until the Subconsultant complies with the provisions and cancellation, termination, or suspension of the Agreement, in whole or in part.
- 9.6 *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or the USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subconsultant may request the Owner, the AHTD, or the USDOT and its Affiliated Modes to enter into the litigation to protect the interests of the State and the United States, respectively.

10. SUBCONTRACTING

- 10.1 Unless expressly disclosed in Appendix B, the Subconsultant may not subcontract any of the services to be provided herein without the express written approval of the Consultant and Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 10.2 Unless the consent or approval specifically provides otherwise, neither consent by the Consultant or Owner to any subcontract nor approval of the Subconsultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to

relieve the Subconsultant of any responsibility, obligation, or duty under this Agreement.

10.3 No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.

10.4 Further, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Consultant or Owner without the express written agreement of the Consultant and Owner.

10.5 *Prompt Payment.* The Subconsultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Consultant to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Consultant, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Consultant, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

10.6 The Consultant and Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

11. DBE CLAUSE

11.1 The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the City may determine appropriate.

11.2 The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Subconsultant Agreement.

12 TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

- 12.1 The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 12.2 The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 12.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

13 CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 13.1 The Subconsultant certifies, to the best of their knowledge and belief, that:
 - 13.1.1 No Federal appropriated funds have been 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.
 - 13.1.2 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".
 - 13.1.3 The Subconsultant shall require that the language of this certification be included in the agreement for all subcontracts and that all subcontractors shall certify and disclose accordingly.
 - 13.1.4 The Subconsultant and any of its Principals—

- 13.1.4.1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;
 - 13.1.4.2 Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 13.1.4.3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 13.1.4.2; and,
 - 13.1.4.4 The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.
- 13.2 *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.
- 13.3 The Subconsultant shall provide immediate written notice to the City if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 13.4 The certification in subsection 13.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the City may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the City.

14 NOTICE

14.1 All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

14.1.1 To the Subconsultant:

Hollie Hutchison, Senior Escrow Officer
National Title and Escrow
1111 S. Bowman, Suite B-2
Little Rock, AR 72211

14.1.2 To the Consultant:

Douglas R. Benson, Executive Vice President
Universal Field Services, Inc.
P.O. Box 35666
Tulsa, OK 74153-0666

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

UNIVERSAL FIELD SERVICES, INC.

NATIONAL TITLE AND ESCROW

BY: _____
Douglas R. Benson
Executive Vice President

BY: _____
Hollie Hutchison
Senior Escrow Officer

**SUBCONSULTANT AGREEMENT
JOB NO. 090421**

HWY 71B/12th ST./TIGER BLVD. INTERS. IMPVTS. PROJECT (Bentonville) (S)

1. SUBCONSULTANT AGREEMENT

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Professional Services ("Prime Agreement") between the Consultant and the City of Bentonville, Arkansas ("City" or "Owner") for Job No. 090421, dated _____. Universal Field Services, Inc. ("Consultant") and Arkansas Appraisal Associates, ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

The Owner is proposing to construct intersection improvements at Highway 71B/Walton Boulevard and 12th Street/Tiger Boulevard to meet the traffic demand and capacity. The Subconsultant agrees to administer professional services for acquisition of properties on the proposed Project including, but not limited to:

- 2.1 Review the City's right of way and construction plans.
- 2.2 Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.
- 2.3 Provide total estimated cost of acquiring the needed right of way and a tract by tract breakdown.
- 2.4 Participate in the preparation of the scope of work, which is a written document between City and the appraiser describing the appraiser's work and the assignment. This is a separate document that will be retained in the City of Bentonville Right of Way Division files.
- 2.5 Follow the Uniform Act for contacting property owners and property owner's inspection. This includes inviting the property owners preferably in writing to accompany the appraiser during the appraiser's inspection of the property, and maintain record of contact in file.

- 2.6 Notify property owners as soon as feasible of the City's interest in acquiring the real property, including the City's obligation to secure an appraisal.
- 2.7 When applicable, the appraiser and the relocation coordinator will meet with the property owner and determine items that are appraised as real estate and which items will be handled as personalty. This realty/personalty list will become a part of the appraisal. Legal counsel may be required if there is a question on any item.
- 2.8 Prepare compensation estimates or appraisals in accordance with Federal regulations, City and AHTD Right of Way policies and procedures.
- 2.9 For on-premise signs, determine if cost to cure would be less than purchase and prepare compensation estimate or appraisal accordingly.
- 2.10 For off-premise signs, prepare appraisals utilizing forms provided by the City in accordance with Federal regulations, City and AHTD Right of Way policies and procedures.
- 2.11 Determine need for specialty report and advise City of recommendation. City will determine extent of report needed and most efficient and cost-effective method of preparation.
- 2.12 Obtain a listing of contaminated sites (petroleum, solid/hazardous waste) from the Arkansas Department of Environmental Quality (ADEQ).
- 2.13 Prepare written notification to the City of any environmental concerns associated with the acquisition that could require environmental remediation.
- 2.14 Assist on any appraisal problems or plan-in-hand inspections, right of way estimates and cost comparisons for public hearings and environmental programs as directed by the City.
- 2.15 Revise, update, or obtain new compensation estimates or appraisals as needed.
- 2.16 Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the City.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

- 3.1 Fee. The justification for the fees and the use of the specific rate of compensation method of payment is contained in Appendix A, the scope of services, and the description of the project as provided herein. The Consultant shall pay the Subconsultant a Fee determined by the hourly or other unit rate shown in the following schedule. Partial hours and units shall be pro-rated. Under no circumstance shall Fee payments exceed the Total Estimated Cost.

3.1.1 SCHEDULE OF RATES

	<u>Unit Rate</u>		<u>Estimated</u>		<u>Estimated Cost</u>
Appraisals	\$2,700 Per Parcel	x	11 Parcels	=	\$ 29,700.00
Appraisal Updates	\$1,350 Per Parcel	x	4 Parcels	=	<u>\$ 5,400.00</u>
Total Estimated Costs					\$35,100.00

3.2 Subconsultant will be paid within 14 days after receipt of payment from Owner.

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. CITY OF BENTONVILLE, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The City, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of the City, the AHTD, the FHWA, or any of their employees, officers, or agents.
- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. RECORDS & AUDITS

- 6.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 6.2. *Examination*. The Subconsultant shall maintain, and the Owner, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Subconsultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 6.3. *Supporting Data*. If the Subconsultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
- The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;
 - Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 6.4. *Audit*. The Owner, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Subconsultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 6.5. *Reports*. If the Subconsultant is required to furnish cost, funding, or performance reports, the Owner, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Subconsultant's

policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

- 6.6. *Availability.* The Subconsultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this section and Section 28 of the Prime Agreement, Disputes and Claims, for examination, audit, or reproduction, until six years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition--

6.6.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for six years after the termination; and,

6.6.2 Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

- 6.7 The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

7. PATENT AND COPYRIGHT INFRINGEMENT

- 7.1 The Subconsultant shall report to the Consultant and Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Subconsultant has knowledge.

- 7.2 In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Subconsultant shall furnish to the Consultant and Owner, when requested, all evidence and information in possession of the Subconsultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Subconsultant.

- 7.3 The Subconsultant agrees to include, and require inclusion of, the provisions of this section in all subcontracts at any tier for supplies or services.

- 7.4 The Subconsultant shall indemnify the Consultant and Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Consultant or Owner of such supplies or construction work.

- 7.5 This indemnity shall not apply unless the Subconsultant shall have been informed within ten (10) business days following the Consultant's or Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Consultant or Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directly a manner of performance of the Agreement not normally used by the Subconsultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Subconsultant, unless required by final decree of a court of competent jurisdiction.

8. COVENANT AGAINST CONTINGENCY FEES

- 8.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the City and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 8.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 8.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 8.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 8.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

9. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 9.1 **Compliance with Regulations.** The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 9.2 ***Nondiscrimination.*** The Subconsultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- 9.3 ***Solicitations for Subcontracts, Including Procurements of Material & Equipment.*** In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, or disability.
- 9.4 ***Information and Reports.*** The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the Owner, the AHTD or the USDOT and its Affiliated Modes, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 9.5 ***Sanctions for Noncompliance.*** In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not

limited to, withholding of payments to the Subconsultant under the Agreement until the Subconsultant complies with the provisions and cancellation, termination, or suspension of the Agreement, in whole or in part.

- 9.6 *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, the USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subconsultant may request the Owner, the AHTD, or the USDOT and its Affiliated Modes to enter into the litigation to protect the interests of the State and the United States, respectively.

10. SUBCONTRACTING

- 10.1 Unless expressly disclosed in Appendix B, the Subconsultant may not subcontract any of the services to be provided herein without the express written approval of the Consultant and Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 10.2 Unless the consent or approval specifically provides otherwise, neither consent by the Consultant or Owner to any subcontract nor approval of the Subconsultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Subconsultant of any responsibility, obligation, or duty under this Agreement.
- 10.3 No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 10.4 Further, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Consultant or Owner without the express written agreement of the Consultant and Owner.
- 10.5 *Prompt Payment.* The Subconsultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Consultant to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be

considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Consultant, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Consultant, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

10.6 The Consultant and Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

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- 12.1. The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 12.2. The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

- 12.3. In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

13. CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 13.1. The Subconsultant certifies, to the best of their knowledge and belief, that:

13.1.1 No Federal appropriated funds have been 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.

13.1.2 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".

13.1.3 The Subconsultant shall require that the language of this certification be included in the agreement for all subcontracts and that all subcontractors shall certify and disclose accordingly.

13.1.4 The Subconsultant and any of its Principals—

13.1.4.1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

13.1.4.2 Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

13.1.4.3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 13.1.4.2; and,

13.1.4.4 The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

13.2 *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

13.3 The Subconsultant shall provide immediate written notice to the City if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

13.4 The certification in subsection 13.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the City may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the City.

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14.1 All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

14.1.1 To the Subconsultant:

Dwight N. Pattison
Arkansas Appraisal Associates
1309 S. Broadway
Little Rock, AR 72202

14.1.2 To the Consultant:

Douglas R. Benson, Executive Vice President
Universal Field Services, Inc.
P.O. Box 35666
Tulsa, OK 74153-0666

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

UNIVERSAL FIELD SERVICES, INC.

ARKANSAS APPRAISAL ASSOCIATES

BY: _____
Douglas R. Benson
Executive Vice President

BY: _____
Dwight N. Pattison
President

A-7-12

**SUBCONSULTANT AGREEMENT
JOB NO. 090421**

HWY 71B/12th ST./TIGER BLVD. INTERS. IMPVTS. PROJECT (Bentonville) (S)

1. SUBCONSULTANT AGREEMENT

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Professional Services ("Prime Agreement") between the Consultant and the City of Bentonville, Arkansas ("City" or "Owner") for Job No. 090421, dated _____. Universal Field Services, Inc. ("Consultant") and Reed & Associates, Inc. ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

The Owner is proposing to construct intersection improvements at Highway 71B/Walton Boulevard and 12th Street/Tiger Boulevard to meet the traffic demand and capacity. The Subconsultant agrees to administer professional services for acquisition of properties on the proposed Project including, but not limited to:

- 2.1 Appraisal Reviews will be completed in accordance with the City's appraisal specifications and/or contract (for Fee Appraisers)
- 2.2 Adheres to accepted appraisal principles and techniques in the valuation of real property in accordance with State law and Federal regulations and requirements.
- 2.3 Contains or references the information necessary to explain, substantiate, and document the conclusions and estimate of fair market value.
- 2.4 Considers compensable items, damages and benefits, if any, and does not include compensation for noncompensable items.
- 2.5 Contains an identification or listing of the builds, structures, and improvements on the land as well as the fixtures, which were considered as part of the real property.

- 2.6 Contains an estimate of fair market value for the acquisition, and where appropriate in the case of a partial acquisition, an allocation of the estimate of fair market value for the real property and for damages to the remaining property.
- 2.7 Requests and obtains from the appraiser any needed corrections or revisions.
- 2.8 Makes minor corrections, such as mathematical ones, and note and initial his/her action.
- 2.9 Makes comments and provides additional supporting data as necessary.
- 2.10 Provide estimate of just compensation including, when applicable, an allocation of compensation for the real property acquired and for damages to the remaining real property, and an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures which are considered to be a part of the real property to be acquired, if such allocation or listing differs from that in the appraisal(s).
- 2.11 State whether or not field inspections of the subject tract and the comparable sales were a part of the appraisal review. If a field inspection was not made, the reason(s) should be recited.
- 2.12 Before signing certification, the appraiser must state that the review appraiser has no direct or indirect present or contemplated future personal interest in the property or in any monetary benefit from its acquisition.
- 2.13 Must certify that the estimate of just compensation has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.
- 2.14 If appropriate, a value estimate of items compensable under State law but not eligible for Federal reimbursement.
- 2.15 Upon completion of the review process, the fair market value is approved by Review Appraiser and just compensation is established by the Division Head or LPA official, as required.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

- 3.1 Fee. The justification for the fees and the use of the specific rate of compensation method of payment is contained in Appendix A, the scope of services, and the description of the project as provided herein. The Consultant shall pay the Subconsultant a Fee determined by the hourly or other unit rate shown in the following schedule. Partial hours and units shall be pro-rated. Under no circumstance shall Fee payments exceed the Total Estimated Cost.

3.1.1 SCHEDULE OF RATES

	<u>Unit Rate</u>		<u>Estimated</u>		<u>Estimated Cost</u>
Appraisal Reviews	\$1,500 Per Parcel	x	11 Parcels	=	\$ 16,500.00
Appraisal Review Updates	\$ 750 Per Parcel	x	4 Parcels	=	\$ 3,000.00
Total Estimated Costs					\$19,500.00

3.2 Subconsultant will be paid within 14 days after receipt of payment from Owner.

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. CITY OF BENTONVILLE, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The City, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of the City, the AHTD, the FHWA, or any of their employees, officers, or agents.
- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. RECORDS & AUDITS

- 6.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 6.2. *Examination.* The Subconsultant shall maintain, and the Owner, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Subconsultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 6.3. *Supporting Data.* If the Subconsultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
- The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;
 - Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 6.4. *Audit.* The Owner, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Subconsultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 6.5. *Reports.* If the Subconsultant is required to furnish cost, funding, or performance reports, the Owner, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Subconsultant's

policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

- 6.6. *Availability.* The Subconsultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this section and Section 28 of the Prime Agreement, Disputes and Claims, for examination, audit, or reproduction, until six years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition--

6.6.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for six years after the termination; and,

6.6.2 Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

- 6.7 The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

7. PATENT AND COPYRIGHT INFRINGEMENT

- 7.1 The Subconsultant shall report to the Consultant and Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Subconsultant has knowledge.

- 7.2 In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Subconsultant shall furnish to the Consultant and Owner, when requested, all evidence and information in possession of the Subconsultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Subconsultant.

- 7.3 The Subconsultant agrees to include, and require inclusion of, the provisions of this section in all subcontracts at any tier for supplies or services.

- 7.4 The Subconsultant shall indemnify the Consultant and Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Consultant or Owner of such supplies or construction work.

- 7.5 This indemnity shall not apply unless the Subconsultant shall have been informed within ten (10) business days following the Consultant's or Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Consultant or Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directly a manner of performance of the Agreement not normally used by the Subconsultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Subconsultant, unless required by final decree of a court of competent jurisdiction.

8. COVENANT AGAINST CONTINGENCY FEES

- 8.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the City and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 8.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 8.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 8.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 8.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

9. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 9.1 **Compliance with Regulations.** The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 9.2 ***Nondiscrimination.*** The Subconsultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- 9.3 ***Solicitations for Subcontracts, Including Procurements of Material & Equipment.*** In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, or disability.
- 9.4 ***Information and Reports.*** The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the Owner, the AHTD or the USDOT and its Affiliated Modes, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 9.5 ***Sanctions for Noncompliance.*** In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not

limited to, withholding of payments to the Subconsultant under the Agreement until the Subconsultant complies with the provisions and cancellation, termination, or suspension of the Agreement, in whole or in part.

- 9.6 *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or the USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subconsultant may request the Owner, the AHTD, or the USDOT and its Affiliated Modes to enter into the litigation to protect the interests of the State and the United States, respectively.

10. SUBCONTRACTING

- 10.1 Unless expressly disclosed in Appendix B, the Subconsultant may not subcontract any of the services to be provided herein without the express written approval of the Consultant and Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 10.2 Unless the consent or approval specifically provides otherwise, neither consent by the Consultant or Owner to any subcontract nor approval of the Subconsultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Subconsultant of any responsibility, obligation, or duty under this Agreement.
- 10.3 No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 10.4 Further, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Consultant or Owner without the express written agreement of the Consultant and Owner.
- 10.5 *Prompt Payment.* The Subconsultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Consultant to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be

considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Consultant, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Consultant, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

10.6 The Consultant and Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

11. DBE CLAUSE

- 11.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the City may determine appropriate.
- 11.2. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Subconsultant Agreement.

12. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

- 12.1. The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 12.2. The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

- 12.3. In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

13. CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 13.1. The Subconsultant certifies, to the best of their knowledge and belief, that:
- 13.1.1 No Federal appropriated funds have been 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.
 - 13.1.2 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".
 - 13.1.3 The Subconsultant shall require that the language of this certification be included in the agreement for all subcontracts and that all subcontractors shall certify and disclose accordingly.
 - 13.1.4 The Subconsultant and any of its Principals—
 - 13.1.4.1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;
 - 13.1.4.2 Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

13.1.4.3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 10.1.1.2; and,

13.1.4.4 The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

13.2 *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

13.3 The Subconsultant shall provide immediate written notice to the City if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

13.4 The certification in subsection 10.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the City may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the City.

14. NOTICE

14.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

14.1.1. To the Subconsultant:

Tom Reed, Review Appraiser
Reed & Associates, Inc.
3739 N. Steele Blvd., Suite 220
Fayetteville, AR 72703

14.1.2. To the Consultant:

Douglas R. Benson, Executive Vice President
Universal Field Services, Inc.
P.O. Box 35666
Tulsa, OK 74153-0666

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

UNIVERSAL FIELD SERVICES, INC.

REED & ASSOCIATES, INC.

BY: _____
Douglas R. Benson
Executive Vice President

BY: _____
Tom Reed
Review Appraiser

A-8-12

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AGREEMENT WITH
UNIVERSAL FIELD SERVICES, INC. FOR RIGHT OF
WAY AND EASEMENT ACQUISITION SERVICES.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Universal Field Services, Inc. for right of way and easement acquisition services related to the Highway 71B/12th Street/Tiger Boulevard Project in an amount not to exceed \$129,884.00 as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	16-34
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

November 8, 2016

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Award Bid #16-34 to Del/Sha Construction in the amount of \$3,428,550.98 for relocation of water and sewer services and the construction of pedestrian tunnels on the 8th St. project (AHTD 090377). See attached memo, letter of recommendation to award bid, letter from Walton Family Foundation, and bid tabulation.

COST TO CITY:

Cost of this Request: \$3,428,551

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 8th St. Escrow
Funds Expended to Date	
Remaining Budget	
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

Date: October 31, 2016

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Award Bid #16-34, 8th St. Water/Sewer/Ped Tunnels-Contract Section 2

This item is to award a bid for relocation of water and sewer lines as well as build pedestrian tunnels under the SE "J" and SE 8th St. intersection. This contract covers what is referred to as Contract Section 2, which is from the west side of Moberly Lane to SE "D" St. The cost associated with the pedestrian tunnels is funded 100% by the Walton Family Foundation. Recently the city received a grant from the WFF for \$1,650,000 for the estimated cost of the tunnels. The actual bid (Base Bid + Alternate Bid shown on the Recommendation letter) exceeded the grant amount and in addition there will be additional costs incurred for the relocation of franchised utilities. The attached letter from the WFF is in response to the overruns that will be incurred and their commitment to fund the overruns.

October 13, 2016

Mr. Mike Churchwell
City of Bentonville
305 SW A Street
Bentonville, AR 72712

Charles R. Nickle, P.E.
Chief Executive Officer
4847 Kaylee Avenue
Springdale, Arkansas 72762
479.872.7115 Telephone
479.872.7118 Facsimile
www.usi-ce.com
crnickle@usi-ce.com

Re: Recommendation of Award
AHTD Project #090377, Federal Aid Project #HHP2-3314(1) Contract Section II – 8th
Street Water & Sewer Relocations (SE D Street to Moberly Lane) and Pedestrian Tunnel
(8th Street & J Street Intersection), Bentonville, Arkansas
USI Project No. 1009022

Dear Mr. Churchwell:

Bids were received Tuesday, October 4, 2016 for the above referenced project. Five (5) bids were received as follows:

NAME	BASE BID	ALTERNATE BID	BASE BID + ALTERNATE BID
Del/Shia Construction	\$1,717,260.00	\$1,711,290.98	\$3,428,550.98
L.E. Davis Construction	\$2,179,100.00	\$2,461,650.00	\$4,640,750.00
Crossland Heavy Contractors	\$2,255,715.00	\$2,393,731.00	\$4,649,446.00
Dean Crowder Construction	\$2,244,238.00	\$2,406,329.32	\$4,650,567.32
Goins Enterprises	\$3,588,900.00	\$2,547,115.00	\$6,136,015.00

The low bid for both the base and alternate bid was submitted by Del/Shia Construction, LLC in the amount of \$3,428,550.98. The base bid is for the water & sewer relocations along 8th Street and the alternate bid includes the pedestrian tunnel across J and 8th Streets, as well as the utility relocations required for construction of the tunnel.

A copy of the certified bid tabulation showing the complete bid is included for your reference, along with a copy of the list of persons attending the bid opening. The engineer's construction cost estimate for the base bid is \$2,700,000 and for the alternate bid is \$2,750,000 for a total amount of \$5,450,000. The low bid is approximately 25% lower than the second bid, which

gives us cause for concern. It was also apparent, based on their unit price bids, that they were significantly under the other bidders on two separate bid items pertaining to the pedestrian tunnel: 1) Traffic Signal relocation; and 2) Decorative Handrail. Their unit prices for these two items were approximately \$248,000 lower than the 2nd lowest bid and \$172,000 lower than the 3rd lowest bid. Mr. Keepes stated that he had made a mistake on the traffic signals, as well as the decorative handrail, but he had sufficient monies in "other bid items" to make up for his lower unit price bids on those items.

We have met with Tommy Keepes, Owner of Del/Shu Construction, along with their bonding company, Cashion Company, to discuss these differences, and they have assured us that they are comfortable with their pricing, and that they have the financial strength and manpower to complete the project within the schedule.

We have reviewed the Statement of Bidders Qualifications submitted by Del/Shu Construction, LLC, and based upon the information provided, we believe them to be qualified for this project. Del Sha Construction, LLC is located in Van Buren, Arkansas, organized in 2005, and has most recently been involved with subdivision projects. They also list experience in gas and oil pipeline projects in 2012 thru 2015.

While we have no way of verifying the present financial condition of Del/Shu Construction, LLC, the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the Notice to Proceed.

The contract requires substantial completion of the project within 335 days from the date of the issuance of the Notice to Proceed, and final completion within 365 days.

We understand that the AHTD Utilities Section has reviewed the bid tabulation and concurred in forwarding the project to the City Council for approval of award. We appreciate the opportunity to assist with this project.

Sincerely,
USI CONSULTING ENGINEERS, INC.

Charles R. Nickle, P.E.
Chief Executive Officer

CRN:sr
enclosures

cc: Burns McDonnell, Mr. Steven Beam
AHTD Utilities Section, Mr. Keith Mashburn

TABULATION OF BIDS RECEIVED OCTOBER 4, 2016
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas

USI Project No. 1009022

Plans and Specifications Dated: September 2016

Company: Arkansas License No.: Address: City, State: BASE BID			Del Sna Construction 0339820516 1522 Construction Way Van Buren, AR 72966			L.E. Davis Construction 212 Coy Street Harrison, AR 72601			Crossland Heavy Contractors 501 S. East Avenue Columbus, KS 66725		
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount of Base Bid Excluding General Conditions & Mobilization)	\$60,000.00	\$60,000.00	\$100,000.00	\$100,000.00	\$105,000.00	\$105,000.00		
2.	1	LS	Trenching and Excavation Safety Systems	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$105,000.00	\$105,000.00		
3.	1	LS	Maintenance of Traffic	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$125,000.00	\$125,000.00		
4.	550	LF	4-inch PVC Pipe for Sewer Service	\$60.00	\$33,000.00	\$16,500.00	\$16,500.00	\$65.00	\$35,750.00		
5.	2,050	LF	8-inch Gravity Sewer (PVC SDR-26)	\$110.00	\$225,500.00	\$80.00	\$164,000.00	\$92.00	\$190,600.00		
6.	800	LF	12-inch Gravity Sewer (PVC SDR-26)	\$16.00	\$12,800.00	\$40.00	\$32,000.00	\$10.00	\$8,000.00		
7.	2,100	LF	6-ft. to 10-ft. Extra Depth Sewer Trench	\$24.00	\$50,400.00	\$36,000.00	\$75,600.00	\$40.00	\$84,000.00		
8.	450	LF	10-ft. to 14-ft. Extra Depth Sewer Trench	\$24.00	\$10,800.00	\$36,000.00	\$75,600.00	\$40.00	\$18,000.00		
9.	18	EA	4-ft. Dia. Cask-in-Place Manhole	\$2,000.00	\$36,000.00	\$3,500.00	\$63,000.00	\$3,900.00	\$70,200.00		
10.	45	VF	4-ft. Dia. Manhole Barrel Extension	\$200.00	\$9,000.00	\$300.00	\$13,500.00	\$130.00	\$5,850.00		
11.	3,000	LF	Plug and Abandon Existing Gravity Sewer Lines (8" & 12" diameters)	\$10.00	\$30,000.00	\$10.00	\$30,000.00	\$12.00	\$36,000.00		
12.	11	EA	Sewer Service Lateral Connections	\$300.00	\$3,300.00	\$2,500.00	\$27,500.00	\$700.00	\$7,700.00		
13.	13	EA	Abandon Existing Manhole	\$500.00	\$6,500.00	\$2,000.00	\$26,000.00	\$900.00	\$11,700.00		
14.	400	CY	*Rock Excavation for Gravity Sewer Lines	\$65.00	\$26,000.00	\$150.00	\$60,000.00	\$180.00	\$72,000.00		
15.	600	LF	1-inch PE Water Service Tubing	\$12.00	\$7,200.00	\$20.00	\$12,000.00	\$13.00	\$7,800.00		
16.	250	LF	4-inch or smaller Water Line (C900 DR14 PVC)	\$25.00	\$6,250.00	\$40.00	\$10,000.00	\$69.00	\$17,250.00		
17.	150	LF	6-inch Water Line (C900 DR14 PVC)	\$30.00	\$4,500.00	\$60.00	\$9,000.00	\$69.00	\$10,350.00		
18.	5,500	LF	8-inch Water Line (C900 DR14 PVC)	\$35.00	\$192,500.00	\$60.00	\$330,000.00	\$84.00	\$462,000.00		
19.	120	LF	12-inch Water Line (C900 DR14 PVC)	\$68.00	\$8,160.00	\$80.00	\$9,600.00	\$92.00	\$11,040.00		
20.	7,000	LB	Ductile Iron Fittings for Water Service	\$11.00	\$77,000.00	\$12.00	\$84,000.00	\$10.00	\$70,000.00		
21.	4	EA	Tapping Saddle and Valve (4" or smaller)	\$2,000.00	\$8,000.00	\$3,000.00	\$12,000.00	\$2,700.00	\$10,800.00		
22.	4	EA	Tapping Saddle and Valve (6"x6")	\$2,300.00	\$9,200.00	\$3,500.00	\$14,000.00	\$2,900.00	\$11,600.00		
23.	1	EA	Tapping Sleeve and Valve (6"x6")	\$2,900.00	\$2,900.00	\$3,500.00	\$3,500.00	\$3,800.00	\$3,800.00		
24.	12	EA	Tapping Sleeve and Valve (8"x8")	\$3,500.00	\$42,000.00	\$3,500.00	\$42,000.00	\$4,400.00	\$52,800.00		
25.	1	EA	Tapping Sleeve and Valve (12"x8")	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$4,700.00	\$4,700.00		
26.	2	EA	Tapping Sleeve and Valve (12"x12")	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$6,200.00	\$12,400.00		
27.	1	EA	6-inch Gate Valve	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00		
28.	35	EA	12-inch Gate Valve	\$1,800.00	\$63,000.00	\$2,000.00	\$70,000.00	\$1,500.00	\$52,500.00		
29.	3	EA	Fire Hydrant Assembly including Auxiliary Valve	\$3,100.00	\$9,300.00	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00		
30.	12	EA	Salvage Existing Fire Hydrant Assembly	\$5,200.00	\$62,400.00	\$4,000.00	\$48,000.00	\$4,700.00	\$56,400.00		
31.	6	EA	Cut, Cap & Abandon Existing Waterline	\$300.00	\$1,800.00	\$2,000.00	\$12,000.00	\$950.00	\$5,700.00		
32.	19	EA	Water Meter Setting (2-inch and Smaller)	\$1,500.00	\$28,500.00	\$2,500.00	\$47,500.00	\$3,200.00	\$60,800.00		
33.	15	EA	Full Depth Aggregate Base Course, Class 7	\$1,000.00	\$15,000.00	\$2,000.00	\$30,000.00	\$1,500.00	\$22,500.00		
34.	2,800	LF	*2-inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections	\$70.00	\$196,000.00	\$60.00	\$168,000.00	\$65.00	\$182,000.00		
35.	450	LF	*2-inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections	\$20.00	\$9,000.00	\$20.00	\$9,000.00	\$50.00	\$22,500.00		
36.	600	LF	*6-inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections	\$50.00	\$30,000.00	\$125.00	\$75,000.00	\$150.00	\$90,000.00		
37.	715	LF	*16-inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$195.00	\$139,425.00	\$150.00	\$107,250.00	\$180.00	\$128,700.00		
38.	3	AC	*Hydroseed and Mulch	\$2,000.00	\$6,000.00	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00		

TABULATION OF BIDS RECEIVED OCTOBER 4, 2016 (CONTINUED)
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas
 USI Project No. 1009022
 Plants and Specifications Dated: September 2016

Company: Arkansas License No.: Address: City, State:				Del Shia Construction 0339820616 1522 Construction Way Van Buren, AR 72555		L.E. Davis Construction 212 Coy Street Harrison, AR 72601		Grossland Heavy Contractors 501 S. East Avenue Columbus, KS 66725	
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
39.	525	LF	*Concrete Curb and Gutter	\$25.00	\$13,125.00	\$30.00	\$15,750.00	\$47.00	\$24,675.00
40.	15	SY	*Concrete Sidewalk	\$80.00	\$1,200.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00
41.	300	SY	*Concrete Pavement Repair	\$95.00	\$28,500.00	\$90.00	\$27,000.00	\$56.00	\$16,800.00
42.	1,000	SY	*Asphalt Pavement Repair	\$90.00	\$90,000.00	\$125.00	\$125,000.00	\$82.00	\$82,000.00
43.	1	LS	Stormwater Pollution Prevention Erosion Controls	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00	\$107,000.00	\$107,000.00
TOTAL BASE BID					\$1,717,260.00		\$2,179,100.00		\$2,255,715.00

Company: Arkansas License No.: Address: City, State:				Del Shia Construction 0339820616 1522 Construction Way Van Buren, AR 72555		L.E. Davis Construction 212 Coy Street Harrison, AR 72601		Grossland Heavy Contractors 501 S. East Avenue Columbus, KS 66725	
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
44.	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount for Alternate Bid Excluding General Conditions & Mobilization)	\$65,000.00	\$65,000.00	\$20,000.00	\$20,000.00	\$110,000.00	\$110,000.00
45.	1	LS	Trenching and Excavation Safety Systems	\$75,000.00	\$75,000.00	\$50,000.00	\$50,000.00	\$125,000.00	\$125,000.00
46.	1	LS	Maintenance of Traffic	\$70,000.00	\$70,000.00	\$64,000.00	\$64,000.00	\$60,000.00	\$60,000.00
47.	230	LF	12-ft. x 9-ft. Pre-cast RCB	\$3,323.13	\$765,699.90	\$2,350.00	\$540,500.00	\$1,350.00	\$310,500.00
48.	1	EA	Cast-in-Place Tunnel Junction	\$42,000.00	\$42,000.00	\$120,000.00	\$120,000.00	\$146,000.00	\$146,000.00
49.	2	EA	Cast-in-Place Tunnel Headwalls	\$12,000.00	\$24,000.00	\$6,100.00	\$12,200.00	\$9,200.00	\$18,400.00
50.	9,182	SFF	Cast-in-Place Retaining Walls & Tunnel Approaches	\$11.44	\$105,042.08	\$90.00	\$734,580.00	\$78.00	\$716,196.00
51.	307	SY	Concrete Trail through Pre-cast RCB	\$80.00	\$24,560.00	\$125.00	\$38,375.00	\$75.00	\$23,025.00
52.	1,189	LF	Decorative Handrail	\$28.00	\$33,292.00	\$155.00	\$184,295.00	\$135.00	\$160,515.00
53.	1,220	LF	4-inch Perforated Pipe & Drainage Backfill	\$25.00	\$30,500.00	\$50.00	\$61,000.00	\$78.00	\$95,160.00
54.	1	EA	Sump Pump Assembly & P/t	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00	\$5,300.00	\$5,300.00
55.	1	EA	Drainage Inlet & Grate	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$2,900.00	\$2,900.00
56.	15	EA	Pedestrian Lighting (Interior)	\$1,000.00	\$15,000.00	\$500.00	\$7,500.00	\$470.00	\$7,050.00
57.	7	EA	Pedestrian Lighting (Exterior)	\$1,000.00	\$7,000.00	\$1,000.00	\$7,000.00	\$1,000.00	\$7,000.00
58.	3	EA	Motion Detector	\$2,875.00	\$8,625.00	\$500.00	\$1,500.00	\$400.00	\$1,200.00
59.	1	EA	Power Supply & Raceway	\$9,800.00	\$9,800.00	\$19,000.00	\$19,000.00	\$20,000.00	\$20,000.00
60.	123	LF	Asphalt Pavement Repair	\$365.00	\$45,387.00	\$450.00	\$55,350.00	\$740.00	\$91,020.00
61.	1	LS	Installation of Traffic Signals	\$5,000.00	\$5,000.00	\$102,000.00	\$102,000.00	\$50,000.00	\$50,000.00
62.	1	LS	Signage & Striping	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00	\$16,000.00	\$16,000.00
63.	1	LS	Site Restoration	\$8,000.00	\$8,000.00	\$40,000.00	\$40,000.00	\$95,000.00	\$95,000.00
64.	300	CY	Rock Excavation	\$45.00	\$13,500.00	\$200.00	\$60,000.00	\$160.00	\$48,000.00
65.	118	LF	**12-inch Gravity Sewer (PVC SDR-26)	\$110.00	\$12,980.00	\$90.00	\$10,620.00	\$92.00	\$10,856.00
66.	1	EA	**4-ft. Dia. Cast-in-Place Manhole	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$3,900.00	\$3,900.00
67.	17	VF	**4-ft. Dia. Manhole Barrel Extension	\$200.00	\$3,400.00	\$300.00	\$5,100.00	\$130.00	\$2,210.00
68.	321	LF	**8-inch Water Line (C900 DR14 PVC)	\$35.00	\$11,235.00	\$60.00	\$19,260.00	\$64.00	\$20,544.00
69.	325	LB	**Ductile Iron Fittings for Water Service	\$11.00	\$3,575.00	\$12.00	\$3,900.00	\$10.00	\$3,250.00
70.	2	EA	**8-inch Gate Valve	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00
71.	16	EA	**16-inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$195.00	\$3,120.00	\$150.00	\$2,400.00	\$180.00	\$2,880.00
72.	60	LF	18-inch RC Pipe	\$45.00	\$2,700.00	\$60.00	\$3,600.00	\$82.00	\$3,720.00

TABULATION OF BIDS RECEIVED OCTOBER 4, 2016 (CONTINUED)
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas

USI Project No. 1009022

Plans and Specifications Dated: September 2016

Company: Arkansas License No.: Address: City, State:			Dot Sta Construction 0339820516 1522 Construction Way Van Buren, AR 72956			L.E. Davis Construction 212 Coy Street Harrison, AR 72601			Crossland Heavy Contractors 501 S. East Avenue Columbus, KS 66726		
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
73.	230	LF	24-inch RC Pipe	\$65.00	\$14,950.00	\$120.00	\$27,600.00	\$77.00	\$17,710.00		
74.	620	LF	30-inch RC Pipe	\$100.00	\$62,000.00	\$150.00	\$93,000.00	\$103.00	\$63,860.00		
75.	2	EA	4-ft. Drop Inlet	\$3,000.00	\$6,000.00	\$7,500.00	\$15,000.00	\$2,800.00	\$5,600.00		
76.	2	EA	4-ft. Drop Inlet Extension	\$4,000.00	\$8,000.00	\$820.00	\$1,640.00	\$4,200.00	\$8,400.00		
77.	1	EA	12-ft. Drop Inlet Extension	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$1,900.00	\$1,900.00		
78.	1	EA	16-ft. Drop Inlet Extension	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00		
79.	4	EA	Modified 5-ft. Drop Inlet with Removable Grated Inlet	\$18,000.00	\$72,000.00	\$6,400.00	\$25,600.00	\$6,000.00	\$24,000.00		
80.	2	EA	5-ft. Junction Box	\$6,000.00	\$12,000.00	\$7,500.00	\$15,000.00	\$9,200.00	\$18,400.00		
81.	175	LF	**Full Depth Aggregate Base Course, Class 7	\$70.00	\$12,250.00	\$60.00	\$10,500.00	\$65.00	\$11,375.00		
82.	100	LF	Concrete Curb & Gutter	\$25.00	\$2,500.00	\$30.00	\$3,000.00	\$47.00	\$4,700.00		
83.	400	SY	Concrete Sidewalk (Demolition, Removal and Replacement)	\$190.00	\$76,000.00	\$120.00	\$48,000.00	\$100.00	\$40,000.00		
84.	85	SY	**Concrete Pavement Repair	\$95.00	\$8,075.00	\$90.00	\$7,650.00	\$56.00	\$4,760.00		
85.	100	SY	**Asphalt Pavement Repair	\$90.00	\$9,000.00	\$125.00	\$12,500.00	\$82.00	\$8,200.00		
TOTAL ALTERNATE BID					\$1,711,290.98		\$2,481,650.00		\$2,393,731.00		
TOTAL BASE BID + ALTERNATE BID					\$3,428,550.98		\$4,640,750.00		\$4,649,446.00		

TABULATION OF BIDS RECEIVED OCTOBER 4, 2016 (CONTINUED)
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas

USI Project No. 1009022

Plans and Specifications Dated: September 2016

Company: Arkansas License No.: Address: City, State: BASE BID			Dean Crowder Construction		Gohns Enterprises		
			804 SE 21st Street Bentonville, AR 72712		3255 N. County Lane Joplin, MO 64801		
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount of Base Bid Excluding General Conditions & Mobilization)	\$98,870.00	\$98,870.00	\$170,000.00	\$170,000.00
2	1	LS	Trenching and Excavation Safety Systems	\$75,240.00	\$75,240.00	\$400,000.00	\$400,000.00
3	1	LS	Maintenance of Traffic	\$91,520.00	\$91,520.00	\$350,000.00	\$350,000.00
4	550	LF	4-inch PVC Pipe for Sewer Service	\$27.70	\$15,235.50	\$120.00	\$66,000.00
5	2,050	LF	8-inch Gravity Sewer (PVC SDR-26)	\$61.55	\$126,177.50	\$130.00	\$266,500.00
6	800	LF	12-inch Gravity Sewer (PVC SDR-26)	\$70.95	\$56,760.00	\$150.00	\$120,000.00
7	2,100	LF	6-ft. to 10-ft. Extra Depth Sewer Trench	\$14.65	\$30,765.00	\$25.00	\$52,500.00
8	450	LF	10-ft. to 14-ft. Extra Depth Sewer Trench	\$23.75	\$10,687.50	\$45.00	\$20,250.00
9	18	EA	4-ft. Dia. Cast-in-Place Manhole	\$2,007.50	\$36,135.00	\$3,500.00	\$63,000.00
10	45	VF	4-ft. Dia. Manhole Barrel Extension	\$170.50	\$7,672.50	\$350.00	\$15,750.00
11	3,000	EA	Plug and Abandon Existing Gravity Sewer Lines (8" & 12" diameters)	\$24.20	\$72,600.00	\$20.00	\$60,000.00
12	11	EA	Sewer Service Lateral Connections	\$848.90	\$7,137.90	\$500.00	\$5,500.00
13	13	EA	Abandon Existing Manhole	\$691.90	\$8,994.70	\$1,500.00	\$19,500.00
14	400	CY	*Rock Excavation for Gravity Sewer Lines	\$341.00	\$136,400.00	\$350.00	\$140,000.00
15	600	LF	1-inch PE Water Service Tubing	\$27.75	\$16,650.00	\$35.00	\$21,000.00
16	250	LF	4-inch or smaller Water Line (C300 DR14 PVC)	\$52.65	\$13,162.50	\$85.00	\$21,250.00
17	150	LF	6-inch Water Line (C500 DR14 PVC)	\$61.10	\$9,165.00	\$100.00	\$15,000.00
18	5,500	LF	8-inch Water Line (C900 DR14 PVC)	\$67.87	\$373,285.00	\$100.00	\$550,000.00
19	120	LF	12-inch Water Line (C900 DR14 PVC)	\$85.50	\$10,260.00	\$130.00	\$15,600.00
20	7,000	LB	Ductile Iron Fittings for Water Service	\$13.75	\$96,250.00	\$10.00	\$70,000.00
21	4	EA	Tapping Saddle and Valve (4" or smaller)	\$1,914.25	\$7,657.00	\$4,000.00	\$16,000.00
22	4	EA	Tapping Sleeve and Valve (6"x6")	\$2,120.00	\$8,480.00	\$4,500.00	\$18,000.00
23	1	EA	Tapping Sleeve and Valve (6"x6")	\$2,203.55	\$2,203.55	\$5,000.00	\$5,000.00
24	12	EA	Tapping Sleeve and Valve (6"x8")	\$2,676.90	\$32,122.80	\$5,000.00	\$60,000.00
25	1	EA	Tapping Sleeve and Valve (6"x8")	\$2,769.35	\$2,769.35	\$7,000.00	\$7,000.00
26	2	EA	Tapping Sleeve and Valve (12"x8")	\$4,333.85	\$8,667.70	\$7,000.00	\$14,000.00
27	1	EA	Tapping Sleeve and Valve (12"x12")	\$1,298.10	\$1,298.10	\$2,000.00	\$2,000.00
28	35	EA	6-inch Gate Valve	\$1,621.40	\$56,749.00	\$2,200.00	\$77,000.00
29	3	EA	12-inch Gate Valve	\$2,670.60	\$8,011.80	\$3,200.00	\$9,600.00
30	12	EA	Fire Hydrant Assembly including Auxiliary Valve	\$4,334.95	\$52,019.40	\$8,500.00	\$102,000.00
31	6	EA	Salvage Existing Fire Hydrant Assembly	\$860.00	\$5,160.00	\$1,000.00	\$6,000.00
32	19	EA	Cut, Cap & Abandon Existing Waterline	\$2,092.30	\$39,753.70	\$3,500.00	\$66,500.00
33	15	EA	Water Meter Setting (2-inch and Smaller)	\$1,157.75	\$17,366.25	\$2,000.00	\$30,000.00
34	2,800	LF	Full Depth Aggregate Base Course, Class 7	\$99.80	\$279,440.00	\$80.00	\$225,000.00
35	450	LF	*2-inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections	\$55.00	\$24,750.00	\$50.00	\$22,500.00
36	600	LF	*8-inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections	\$55.55	\$33,330.00	\$150.00	\$90,000.00
37	715	LF	*16-inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$131.75	\$94,201.25	\$180.00	\$128,700.00
38	3	AC	*Hydroseed and Mulch	\$20,570.00	\$61,710.00	\$6,500.00	\$19,500.00

TABULATION OF BIDS RECEIVED OCTOBER 4, 2016 (CONTINUED)
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas

USI Project No. 1009022

Plans and Specifications Dated: September 2016

Company: Arkansas License No.: Address: City, State:			Dean Crowder Construction 804 SE 21st Street Bentonville, AR 72712		Goins Enterprises 3235 N. County Lane Joplin, MO 64801	
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Total Amount
39.	525	LF	*Concrete Curb and Gutter	\$35.50	\$18,637.50	\$26,250.00
40.	15	SY	*Concrete Sidewalk	\$67.20	\$858.00	\$1,500.00
41.	300	SY	*Concrete Pavement Repair	\$68.80	\$20,640.00	\$37,500.00
42.	1,000	SY	*Asphalt Pavement Repair	\$123.20	\$123,200.00	\$100,000.00
43.	1	LS	Stormwater Pollution Prevention Erosion Controls	\$43,725.00	\$43,725.00	\$80,000.00
TOTAL BASE BID					\$2,244,238.00	\$3,588,900.00

ALTERNATE BID - PEDESTRIAN TUNNEL (INTERSECTION OF 8TH STREET & J STREET)			Dean Crowder Construction 804 SE 21st Street Bentonville, AR 72712		Goins Enterprises 3235 N. County Lane Joplin, MO 64801	
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Total Amount
44.	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount for Alternate Bid Excluding General Conditions & Mobilization)	\$111,113.00	\$111,113.00	\$110,000.00
45.	1	LS	Trenching and Excavation Safety Systems	\$37,722.85	\$37,722.85	\$40,000.00
46.	1	LS	Maintenance of Traffic	\$49,996.35	\$49,996.35	\$50,000.00
47.	230	LF	12-ft. x 8-ft. Pre-cast RCB	\$2,215.20	\$509,496.00	\$533,600.00
48.	1	EA	Cast-in-Place Tunnel Junction	\$111,563.15	\$111,563.15	\$115,000.00
49.	2	EA	Cast-in-Place Tunnel Headwalls	\$5,712.90	\$11,425.80	\$12,000.00
50.	9,192	SFF	Cast-in-Place Retaining Walls & Tunnel Approaches	\$76.60	\$703,341.20	\$734,560.00
51.	307	SY	Concrete Trail through Pre-cast RCB	\$115.05	\$35,320.35	\$36,840.00
52.	1,189	LF	Decorative Handrail	\$144.05	\$171,275.45	\$178,350.00
53.	1,220	LF	4-inch Perforated Pipe & Drainage Backfill	\$46.50	\$56,730.00	\$58,560.00
54.	1	EA	Sump Pump Assembly & Pit	\$10,788.70	\$10,788.70	\$11,300.00
55.	1	EA	Drainage Inlet & Grate	\$4,077.80	\$4,077.80	\$4,300.00
56.	15	EA	Pedestrian Lighting (Interior)	\$477.75	\$7,166.25	\$7,500.00
57.	7	EA	Pedestrian Lighting (Exterior)	\$937.10	\$6,559.70	\$7,000.00
58.	3	EA	Motion Detector	\$358.25	\$1,074.75	\$1,200.00
59.	1	EA	Power Supply & Raceway	\$18,179.10	\$18,179.10	\$19,000.00
60.	123	LF	Asphalt Pavement Repair	\$427.20	\$52,545.60	\$55,350.00
61.	1	LS	Installation of Traffic Signals	\$89,843.30	\$89,843.30	\$95,000.00
62.	1	LS	Signage & Striping	\$10,359.00	\$10,359.00	\$11,000.00
63.	1	LS	Site Restoration	\$36,504.40	\$36,504.40	\$37,000.00
64.	300	CY	Rock Excavation	\$189.00	\$56,700.00	\$60,000.00
65.	118	EA	**12-inch Gravity Sewer (PVC SDR-26)	\$70.85	\$8,372.10	\$17,700.00
66.	1	EA	**4-ft. Dia. Cast-in-Place Manhole	\$2,007.50	\$2,007.50	\$3,500.00
67.	17	VF	**4-ft. Dia. Manhole Barrel Extension	\$170.50	\$2,898.50	\$5,950.00
68.	321	LF	**8-inch Water Line (C900 DR14 PVC)	\$67.87	\$21,786.27	\$32,100.00
69.	325	LB	**Ductile Iron Fittings for Water Service	\$13.75	\$4,468.75	\$3,250.00
70.	2	EA	**8-inch Gate Valve	\$1,621.40	\$3,242.80	\$4,400.00
71.	16	EA	**16-inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$131.75	\$2,108.00	\$2,880.00
72.	60	LF	18-inch RC Pipe	\$48.30	\$2,898.00	\$3,000.00

TABULATION OF BIDS RECEIVED OCTOBER 4, 2016 (CONTINUED)
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas

USI Project No. 1009022

Plans and Specifications Dated: September 2016

Company: Arkansas License No.: Address: City, State:			Dean Crowder Construction 804 SE 21st Street Bentonville, AR 72712			Goins Enterprises 3255 N. County Lane Joplin, MO 64801		
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Total Amount
73.	230	LF	24-inch RC Pipe	\$108.60	\$24,978.00	\$160.00	\$36,800.00	
74.	620	LF	30-inch RC Pipe	\$145.10	\$89,962.00	\$190.00	\$117,800.00	
75.	2	EA	4-ft. Drop Inlet	\$5,884.30	\$13,768.60	\$7,200.00	\$14,400.00	
76.	2	EA	4-ft. Drop Inlet Extension	\$766.75	\$1,533.50	\$800.00	\$1,600.00	
77.	1	EA	12-ft. Drop Inlet Extension	\$2,113.15	\$2,113.15	\$2,200.00	\$2,200.00	
78.	1	EA	16-ft. Drop Inlet Extension	\$2,716.90	\$2,716.90	\$2,800.00	\$2,800.00	
79.	4	EA	Modified 5-ft. Drop Inlet with Removable Grated Inlet	\$6,037.50	\$24,150.00	\$6,300.00	\$25,200.00	
80.	2	EA	5-ft. Junction Box	\$6,959.75	\$13,919.50	\$7,300.00	\$14,600.00	
81.	175	EA	**Full Depth Aggregate Base Course, Class 7	\$99.80	\$17,465.00	\$90.00	\$15,750.00	
82.	100	LF	**Concrete Curb & Gutter	\$35.50	\$3,550.00	\$50.00	\$5,000.00	
83.	400	SY	Concrete Sidewalk (Demolition, Removal and Replacement)	\$130.15	\$52,060.00	\$100.00	\$40,000.00	
84.	85	SY	**Concrete Pavement Repair	\$96.80	\$8,228.00	\$125.00	\$10,625.00	
85.	100	SY	**Asphalt Pavement Repair	\$123.20	\$12,320.00	\$100.00	\$10,000.00	
TOTAL ALTERNATE BID					\$2,406,326.32		\$2,547,115.00	

TOTAL BASE BID + ALTERNATE BID

\$4,650,567.32

\$6,136,015.00

Denotes correction to submitted bid calculations.

Denotes correction to adjust to bid instructions.

*To be Used at the Direction of the Engineer

**The Contractor must use the same unit price for this item as bid for Base Bid.

USI Consulting Engineers, Inc.
 4847 Kaylee Avenue, Suite B
 Springdale, AR 72762

Certified Correct: Charles R. Nickle, P.E. - Arkansas No. 4544



October 28, 2016

Mike Churchwell
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant to complete
the funding of Tunnel
Alternate Bid Cost.

Dear Mr. Churchwell,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") intends to issue a grant in the amount of \$61,290.98 to City of Bentonville ("Grantee").

This grant is to complete the funding of the Alternate Bid for the 8th Street Tunnel. The low bid was \$1,711,290.98 and this exceeds the original budget and current Grant 2015-1282 by the Walton Family Foundation by \$61,290.98. With both Grants, the full Alternate Bid amount will be funded in full.

The question of funding the remaining utility work will also be funded by a Self-Direct Grant from the Foundation. There is an estimated budget from AT&T to move a fiber optic line for \$250,000. It was discussed that this amount could be lower but for budgeting, this amount was given. Since this will be one of the first things to be done, we will get this cost very early in the project. Once that number is finalized, we will do this same process of providing a grant from the Foundation to fund the utility cost as was done for the shortfall in the tunnel cost. We also received a proposed estimate from Black Hills Energy on relocating a high pressure gas line. The estimate is \$142,436.59. This will follow the process for funding the fiber optic line, noted above. When the cost is finalized, a grant from Foundation will fund the cost of this utility work. The gas line routing is under review with the gas utility company to look at ways to reduce cost.

Once the details are finalized, the foundation will issue a formal grant letter. For all communications regarding this grant, your point of contact at the Foundation will be Gary Vernon, Program Officer, Special Interest Programs. Your Program Officer can be contacted via phone or email as follows: Telephone number (479) 802-7324, Fax number (479) 464-1580, and Email gvernon@wffmail.com.

Sincerely,

A black rectangular box redacting the signature of Kyle J. Peterson.

Kyle J. Peterson
Executive Director

P.O. Box 2000, Bentonville, AR 72712 | Tel: 479-464-1570 Fax: 479-464-1580

www.waltonfamilyfoundation.org

TABULATION OF BIDS RECEIVED OCTOBER 4, 2016
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas

USI Project No. 1009022

Plans and Specifications Dated: September 2016

Company:		Arkansas License No.:		Address:		City, State:	
Del Sha Construction		0338820516		1522 Construction Way		Van Buren, AR 72966	
L.E. Davis Construction		212 Coy Street		Harrison, AR 72601		Crossland Heavy Contractors	
						501 S. East Avenue	
						Columbus, KS 66725	
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount
1.	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount of Base Bid)	\$60,000.00	\$60,000.00	\$100,000.00	\$100,000.00
2.	1	LS	Excluding General Conditions & Mobilization	\$60,000.00	\$60,000.00	\$105,000.00	\$105,000.00
3.	1	LS	Trenching and Excavation Safety Systems	\$20,000.00	\$20,000.00	\$125,000.00	\$125,000.00
4.	550	LF	Maintenance of Traffic	\$80.00	\$44,000.00	\$95.00	\$52,250.00
5.	2,050	LF	4-Inch PVC Pipe for Sewer Service	\$100.00	\$205,000.00	\$80.00	\$164,000.00
6.	800	LF	12-Inch Gravity Sewer (PVC SDR-26)	\$110.00	\$88,000.00	\$92.00	\$73,600.00
7.	2,100	LF	6-ft. to 10-ft. Extra Depth Sewer Trench	\$16.00	\$33,600.00	\$10.00	\$21,000.00
8.	450	LF	10-ft. to 14-ft. Extra Depth Sewer Trench	\$24.00	\$10,800.00	\$40.00	\$18,000.00
9.	18	EA	4-ft. Dia. Cast-in-Place Manhole	\$2,000.00	\$36,000.00	\$3,900.00	\$70,200.00
10.	45	VF	4-ft. Dia. Manhole Barrel Extension	\$200.00	\$9,000.00	\$130.00	\$5,850.00
11.	3,000	LF	Plug and Abandon Existing Gravity Sewer Lines (8" & 12" diameters)	\$10.00	\$30,000.00	\$12.00	\$36,000.00
12.	11	EA	Sewer Service Lateral Connections	\$300.00	\$3,300.00	\$250.00	\$2,750.00
13.	13	EA	Abandon Existing Manhole	\$500.00	\$6,500.00	\$26,000.00	\$11,700.00
14.	400	CY	*Rock Excavation for Gravity Sewer Lines	\$12.00	\$7,200.00	\$150.00	\$60,000.00
15.	600	LF	1-Inch PE Water Service Tubing	\$25.00	\$6,250.00	\$20.00	\$12,000.00
16.	250	LF	4-Inch or smaller Water Line (C900 DR14 PVC)	\$30.00	\$4,500.00	\$40.00	\$10,000.00
17.	150	LF	6-Inch Water Line (C900 DR14 PVC)	\$35.00	\$5,250.00	\$60.00	\$9,000.00
18.	5,500	LF	12-Inch Water Line (C900 DR14 PVC)	\$58.00	\$319,000.00	\$80.00	\$440,000.00
19.	120	LF	Ductile Iron Fittings for Water Service	\$11.00	\$1,320.00	\$12.00	\$1,440.00
20.	7,000	LB	Tapping Saddle and Valve (4" or smaller)	\$2,000.00	\$14,000.00	\$3,000.00	\$21,000.00
21.	4	EA	Tapping Sleeve and Valve (6"X6")	\$2,300.00	\$9,200.00	\$3,500.00	\$14,000.00
22.	4	EA	Tapping Sleeve and Valve (8"X6")	\$2,900.00	\$11,600.00	\$3,500.00	\$14,000.00
23.	1	EA	Tapping Sleeve and Valve (8"X8")	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
24.	12	EA	Tapping Sleeve and Valve (12"X8")	\$4,000.00	\$48,000.00	\$5,000.00	\$60,000.00
25.	1	EA	Tapping Sleeve and Valve (12"X12")	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
26.	2	EA	6-Inch Gate Valve	\$1,300.00	\$2,600.00	\$1,500.00	\$3,000.00
27.	1	EA	8-Inch Gate Valve	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00
28.	35	EA	12-Inch Gate Valve	\$3,100.00	\$108,500.00	\$3,000.00	\$105,000.00
29.	3	EA	Fire Hydrant Assembly including Auxiliary Valve	\$5,200.00	\$15,600.00	\$4,000.00	\$12,000.00
30.	12	EA	Salvage Existing Fire Hydrant Assembly	\$300.00	\$3,600.00	\$2,000.00	\$24,000.00
31.	6	EA	Cut, Cap & Abandon Existing Waterline	\$1,600.00	\$9,600.00	\$2,500.00	\$15,000.00
32.	19	EA	Water Meter Setting (2-Inch and Smaller)	\$1,500.00	\$28,500.00	\$2,000.00	\$38,000.00
33.	15	EA	Full Depth Aggregate Base Course, Class 7	\$70.00	\$1,050.00	\$60.00	\$900.00
34.	2,800	LF	*2-Inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service	\$20.00	\$56,000.00	\$27,000.00	\$75,600.00
35.	450	LF	Connections	\$50.00	\$22,500.00	\$125.00	\$56,250.00
36.	600	LF	*8-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-Inch sewer service connections	\$195.00	\$117,000.00	\$150.00	\$90,000.00
37.	715	LF	*16-Inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$2,000.00	\$14,300.00	\$5,000.00	\$35,750.00
38.	3	AC	*Hydroseed and Mulch	\$6,000.00	\$18,000.00	\$5,000.00	\$15,000.00

TABULATION OF BIDS RECEIVED OCTOBER 4, 2016 (CONTINUED)
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas
 USI Project No. 1009022

Plans and Specifications Dated: September 2016

Company: Arkansas License No.: Address: City, State:					Dal Sita Construction 0339820616 1522 Construction Way Van Buren, AR 72956					L.E. Davis Construction 212 Coy Street Harrison, AR 72601					Crossland Heavy Contractors 501 S. East Avenue Columbus, KS 65725				
Item	No.	Quantity	Unit	Description	Unit Price	Amount	Total	Unit Price	Amount	Total	Unit Price	Amount	Total	Unit Price	Amount	Total			
	39.	525	LF	*Concrete Curb and Gutter	\$25.00	\$13,125.00		\$30.00	\$15,750.00					\$47.00	\$24,675.00				
	40.	15	SY	*Concrete Sidewalk	\$80.00	\$1,200.00					\$100.00	\$1,500.00			\$1,500.00				
	41.	300	SY	*Concrete Pavement Repair	\$95.00	\$28,500.00					\$90.00	\$27,000.00			\$16,800.00				
	42.	1,000	SY	*Asphalt Pavement Repair	\$90.00	\$90,000.00					\$125.00	\$125,000.00			\$82.00	\$82,000.00			
	43.	1	LS	Stormwater Pollution Prevention Erosion Controls	\$20,000.00	\$20,000.00					\$75,000.00	\$75,000.00			\$107,000.00	\$107,000.00			
TOTAL BASE BID							\$1,717,260.00			\$2,179,100.00						\$2,255,715.00			

TABULATION OF BIDS RECEIVED OCTOBER 4, 2016 (CONTINUED)
 CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
 AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
 City of Bentonville, Arkansas
 USI Project No. 1009022

Plans and Specifications Dated: September 2016

Company: Arkansas License No.: Address: City, State:			Bid Site Construction 033620516 1522 Construction Way Van Buren, AR 72955			L.E. Davis Construction 212 Coy Street Harrison, AR 72601			Crossland Heavy Contractors 501 S. East Avenue Columbus, KS 66726		
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
73.	230	LF	24-Inch RC Pipe	\$55.00	\$14,950.00	\$120.00	\$27,600.00	\$77.00	\$17,710.00		
74.	620	LF	30-Inch RC Pipe	\$100.00	\$62,000.00	\$150.00	\$93,000.00	\$103.00	\$63,860.00		
75.	2	EA	4-ft. Drop Inlet	\$3,000.00	\$6,000.00	\$7,500.00	\$15,000.00	\$2,800.00	\$5,600.00		
76.	2	EA	4-ft. Drop Inlet Extension	\$4,000.00	\$8,000.00	\$820.00	\$1,640.00	\$4,200.00	\$8,400.00		
77.	1	EA	12-ft. Drop Inlet Extension	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$1,900.00	\$1,900.00		
78.	1	EA	16-ft. Drop Inlet Extension	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00		
79.	4	EA	Modified 5-ft. Drop Inlet with Removable Grated Inlet	\$18,000.00	\$72,000.00	\$6,400.00	\$25,600.00	\$6,000.00	\$24,000.00		
80.	2	EA	5-ft. Junction Box	\$6,000.00	\$12,000.00	\$7,500.00	\$15,000.00	\$6,200.00	\$12,400.00		
81.	175	LF	**Full Depth Aggregate Base Course, Class 7	\$70.00	\$12,250.00	\$60.00	\$10,500.00	\$65.00	\$11,375.00		
82.	100	LF	Concrete Curb & Gutter	\$25.00	\$2,500.00	\$30.00	\$3,000.00	\$47.00	\$4,700.00		
83.	400	SY	Concrete Sidewalk (Demolition, Removal and Replacement)	\$190.00	\$76,000.00	\$120.00	\$48,000.00	\$160.00	\$64,000.00		
84.	85	SY	Concrete Pavement Repair	\$95.00	\$8,075.00	\$90.00	\$7,650.00	\$96.00	\$8,160.00		
85.	100	SY	Asphalt Pavement Repair	\$90.00	\$9,000.00	\$125.00	\$12,500.00	\$82.00	\$8,200.00		
TOTAL ALTERNATE BID					\$1,711,290.98		\$2,461,650.00		\$2,393,731.00		

TOTAL BASE BID + ALTERNATE BID	\$3,428,550.98	\$4,640,750.00	\$4,649,446.00
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TABULATION OF BIDS RECEIVED OCTOBER 4, 2016 (CONTINUED)
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas

USI Project No. 1009022

Plans and Specifications Dated: September 2016

Company: Arkansas License No.: Address: City, State: BASE BID			Deann Crowder Construction 804 SE 21st Street Bentonville, AR 72712		Goins Enterprises 3255 N. County Lane Joplin, MO 64801		
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount of Base Bid Excluding General Conditions & Mobilization)	\$98,870.00	\$98,870.00	\$170,000.00	\$170,000.00
2	1	LS	Trenching and Excavation Safety Systems	\$75,240.00	\$75,240.00	\$400,000.00	\$400,000.00
3	1	LS	Maintenance of Traffic	\$91,520.00	\$91,520.00	\$350,000.00	\$350,000.00
4	550	LF	4-Inch PVC Pipe for Sewer Service	\$27.70	\$15,235.00	\$120.00	\$66,000.00
5	2,050	LF	8-Inch Gravity Sewer (PVC SDR-26)	\$61.55	\$126,177.50	\$130.00	\$266,500.00
6	800	LF	12-Inch Gravity Sewer (PVC SDR-26)	\$70.95	\$56,760.00	\$150.00	\$120,000.00
7	2,100	LF	6-ft. to 10-ft. Extra Depth Sewer Trench	\$14.65	\$30,765.00	\$25.00	\$52,500.00
8	450	LF	10-ft. to 14-ft. Extra Depth Sewer Trench	\$23.75	\$10,687.50	\$45.00	\$20,250.00
9	18	EA	4-ft. Dia. Cast-in-Place Manhole	\$2,007.50	\$36,135.00	\$3,500.00	\$63,000.00
10	45	VF	4-ft. Dia. Manhole Barrel Extension	\$170.50	\$7,672.50	\$350.00	\$15,750.00
11	3,000	LF	Plug and Abandon Existing Gravity Sewer Lines (8" & 12" diameters)	\$24.20	\$72,600.00	\$20.00	\$60,000.00
12	11	EA	Sewer Service Lateral Connections	\$848.90	\$9,337.90	\$500.00	\$5,500.00
13	13	EA	Abandon Existing Manhole	\$694.70	\$9,091.10	\$1,500.00	\$19,500.00
14	400	CY	*Rock Excavation for Gravity Sewer Lines	\$341.00	\$136,400.00	\$350.00	\$140,000.00
15	600	LF	1-Inch PE Water Service Tubing	\$27.75	\$16,650.00	\$35.00	\$21,000.00
16	250	LF	4-Inch or smaller Water Line (C900 DR14 PVC)	\$52.65	\$13,162.50	\$85.00	\$21,250.00
17	150	LF	6-Inch Water Line (C900 DR14 PVC)	\$61.10	\$9,165.00	\$100.00	\$15,000.00
18	5,500	LF	8-Inch Water Line (C900 DR14 PVC)	\$67.87	\$373,285.00	\$100.00	\$550,000.00
19	120	LF	12-Inch Water Line (C900 DR14 PVC)	\$85.50	\$10,260.00	\$130.00	\$15,600.00
20	7,000	LB	Ductile Iron Fittings for Water Service	\$13.75	\$96,250.00	\$10.00	\$70,000.00
21	4	EA	Tapping Saddle and Valve (4" or smaller)	\$1,914.25	\$7,657.00	\$4,000.00	\$16,000.00
22	4	EA	Tapping Sleeve and Valve (6"x6")	\$2,120.00	\$8,480.00	\$4,500.00	\$18,000.00
23	1	EA	Tapping Sleeve and Valve (6"x6")	\$2,203.55	\$2,203.55	\$5,000.00	\$5,000.00
24	12	EA	Tapping Sleeve and Valve (8"x8")	\$2,676.90	\$32,122.80	\$5,000.00	\$60,000.00
25	1	EA	Tapping Sleeve and Valve (8"x8")	\$2,769.35	\$2,769.35	\$7,000.00	\$7,000.00
26	2	EA	Tapping Sleeve and Valve (12"x8")	\$4,333.85	\$8,667.70	\$7,000.00	\$14,000.00
27	1	EA	Tapping Sleeve and Valve (12"x12")	\$1,288.10	\$1,288.10	\$2,000.00	\$2,000.00
28	35	EA	6-Inch Gate Valve	\$1,657.70	\$58,019.50	\$2,200.00	\$77,000.00
29	3	EA	12-Inch Gate Valve	\$1,657.40	\$5,012.20	\$3,200.00	\$9,600.00
30	12	EA	Fire Hydrant Assembly including Auxiliary Valve	\$2,670.60	\$32,047.20	\$6,500.00	\$78,000.00
31	6	EA	Salvage Existing Fire Hydrant Assembly	\$4,334.95	\$26,009.70	\$1,000.00	\$6,000.00
32	19	EA	Cut, Cap & Abandon Existing Waterline	\$880.00	\$16,720.00	\$1,000.00	\$19,000.00
33	15	EA	Water Meter Setting (2-Inch and Smaller)	\$2,092.30	\$31,384.50	\$3,500.00	\$52,500.00
34	2,800	LF	Full Depth Aggregate Base Course, Class 7	\$1,157.75	\$3,241,050.00	\$2,000.00	\$5,600,000.00
35	450	LF	*2-Inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections	\$99.80	\$44,910.00	\$90.00	\$40,500.00
36	600	LF	*8-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections	\$55.00	\$33,000.00	\$50.00	\$30,000.00
37	715	LF	*16-Inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$55.55	\$39,719.25	\$150.00	\$107,250.00
38	3	AC	*Hydroseed and Mulch	\$131.75	\$395.25	\$180.00	\$540.00
39	2	AC	*Grass Seed	\$20,570.00	\$41,140.00	\$6,500.00	\$13,000.00

TABULATION OF BIDS RECEIVED OCTOBER 4, 2016 (CONTINUED)
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas
USI Project No. 1009022

Plans and Specifications Dated: September 2016

Company: Arkansas License No.: Address: City, State:				Dean Crowder Construction 804 SE 21st Street Bentonville, AR 72712				Golins Enterprises 3255 N. County Lane Joplin, MO 64801			
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
39.	525	LF	*Concrete Curb and Gutter	\$35.50	\$18,637.50						
40.	15	SY	*Concrete Sidewalk	\$67.20	\$858.00			\$100.00	\$1,500.00		
41.	300	SY	*Concrete Pavement Repair	\$96.80	\$29,040.00			\$125.00	\$37,500.00		
42.	1,000	SY	*Asphalt Pavement Repair	\$123.20	\$123,200.00			\$100.00	\$100,000.00		
43.	1	LS	Stormwater Pollution Prevention Erosion Controls	\$43,725.00	\$43,725.00			\$80,000.00	\$80,000.00		
TOTAL BASE BID					\$2,244,238.00				\$3,588,900.00		

ALTERNATE BID - PEDESTRIAN TUNNEL (INTERSECTION OF 8TH STREET & J STREET)

Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
44.	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount for Alternate Bid Excluding General Conditions & Mobilization)	\$111,113.00	\$111,113.00	\$110,000.00	\$110,000.00		
45.	1	LS	Trenching and Excavation Safety Systems	\$37,722.85	\$37,722.85	\$40,000.00	\$40,000.00		
46.	1	LS	Maintenance of Traffic	\$49,966.35	\$49,966.35	\$50,000.00	\$50,000.00		
47.	230	LF	12-ft. x 9-ft. Pre-cast RCB	\$2,215.20	\$509,496.00	\$2,320.00	\$533,600.00		
48.	1	EA	Cast-in-Place Tunnel Junction	\$11,563.15	\$11,563.15	\$115,000.00	\$115,000.00		
49.	2	EA	Cast-in-Place Tunnel Headwalls	\$5,712.90	\$11,425.80	\$6,000.00	\$12,000.00		
50.	9,182	SFF	Cast-in-Place Retaining Walls & Tunnel Approaches	\$76.60	\$703,341.20	\$80.00	\$734,560.00		
51.	307	SY	Concrete Trail through Pre-cast RCB	\$115.05	\$35,320.35	\$120.00	\$36,840.00		
52.	1,189	LF	Decorative Handrail	\$144.05	\$171,275.45	\$150.00	\$178,350.00		
53.	1,220	LF	4-Inch Perforated Pipe & Drainage Backfill	\$46.50	\$56,730.00	\$48.00	\$58,560.00		
54.	1	EA	Sump Pump Assembly & Pit	\$10,788.70	\$10,788.70	\$11,300.00	\$11,300.00		
55.	1	EA	Drainage Inlet & Grate	\$4,077.80	\$4,077.80	\$4,300.00	\$4,300.00		
56.	15	EA	Pedestrian Lighting (Interior)	\$7,166.25	\$7,166.25	\$500.00	\$7,500.00		
57.	7	EA	Pedestrian Lighting (Exterior)	\$337.10	\$6,559.70	\$1,000.00	\$7,000.00		
58.	3	EA	Motion Detector	\$358.25	\$1,074.75	\$400.00	\$1,200.00		
59.	1	EA	Power Supply & Raceway	\$18,179.10	\$18,179.10	\$19,000.00	\$19,000.00		
60.	123	LF	Asphalt Pavement Repair	\$427.20	\$52,545.60	\$450.00	\$55,350.00		
61.	1	LS	Installation of Traffic Signals	\$89,843.30	\$89,843.30	\$95,000.00	\$95,000.00		
62.	1	LS	Signage & Striping	\$10,359.00	\$10,359.00	\$11,000.00	\$11,000.00		
63.	1	LS	Site Restoration	\$36,504.40	\$36,504.40	\$37,000.00	\$37,000.00		
64.	300	CY	Rock Excavation	\$189.00	\$56,700.00	\$200.00	\$60,000.00		
65.	118	LF	**12-Inch Gravity Sewer (PVC SDR-26)	\$70.95	\$8,372.10	\$150.00	\$17,700.00		
66.	1	EA	**4-ft. Dia. Cast-in-Place Manhole	\$2,007.50	\$2,007.50	\$3,500.00	\$3,500.00		
67.	17	VF	**4-ft. Dia. Manhole Barrel Extension	\$2,898.50	\$2,898.50	\$350.00	\$5,950.00		
68.	321	LF	**8-Inch Water Line (CS90 DR14 PVC)	\$67.87	\$21,786.27	\$100.00	\$32,100.00		
69.	325	LB	**Ductile Iron Fittings for Water Service	\$13.75	\$4,468.75	\$10.00	\$3,250.00		
70.	2	EA	**8-Inch Gate Valve	\$1,621.40	\$3,242.80	\$2,200.00	\$4,400.00		
71.	18	LF	**16-Inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$131.75	\$2,371.50	\$180.00	\$3,240.00		
72.	60	LF	18-Inch RC Pipe	\$48.30	\$2,898.00	\$50.00	\$3,000.00		

TABULATION OF BIDS RECEIVED OCTOBER 4, 2016 (CONTINUED)
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas

USI Project No. 1009022

Plans and Specifications Dated: September 2016

Company: Arkansas License No.: Address: City, State:				Dean Crowder Construction 804 SE 21st Street Bentonville, AR 72712			Golins Enterprises 3255 N. County Lane Joplin, MO 64801		
Item No.	Quantity	Unit	Description	Unit Price	Amount	Total	Unit Price	Amount	Total
73.	230	LF	24-Inch RC Pipe	\$108.60	\$24,978.00		\$160.00	\$36,800.00	
74.	620	LF	30-Inch RC Pipe	\$145.10	\$89,062.00		\$190.00	\$117,800.00	
75.	2	EA	4-ft. Drop Inlet	\$8,884.30	\$17,768.60		\$7,200.00	\$14,400.00	
76.	2	EA	4-ft. Drop Inlet Extension	\$766.75	\$1,533.50		\$800.00	\$1,600.00	
77.	1	EA	12-ft. Drop Inlet Extension	\$2,113.15	\$2,113.15		\$2,200.00	\$2,200.00	
78.	1	EA	16-ft. Drop Inlet Extension	\$2,716.90	\$2,716.90		\$2,800.00	\$2,800.00	
79.	4	EA	Modified 5-ft. Drop Inlet with Removable Grated Inlet	\$6,037.50	\$24,150.00		\$6,300.00	\$25,200.00	
80.	2	EA	5-ft. Junction Box	\$6,959.75	\$13,919.50		\$7,300.00	\$14,600.00	
81.	175	LF	Full Depth Aggregate Base Course, Class 7	\$99.80	\$17,465.00		\$90.00	\$15,750.00	
82.	100	LF	Concrete Curb & Gutter	\$35.50	\$3,550.00		\$50.00	\$5,000.00	
83.	400	SY	Concrete Sidewalk (Demolition, Removal and Replacement)	\$130.15	\$52,060.00		\$100.00	\$40,000.00	
84.	85	SY	Concrete Pavement Repair	\$96.80	\$8,228.00		\$125.00	\$10,625.00	
85.	100	SY	Asphalt Pavement Repair	\$123.20	\$12,320.00		\$100.00	\$10,000.00	
TOTAL ALTERNATE BID					\$2,406,329.32			\$2,547,115.00	

TOTAL BASE BID + ALTERNATE BID

\$4,650,567.32

\$6,135,015.00

Denotes correction to submitted bid calculations.
Denotes correction to adjust to bid instructions.

*To be Used at the Direction of the Engineer
**The Contractor must use the same unit price for this item as bid
or Base Bid.

USI Consulting Engineers, Inc.
4847 Kaylee Avenue, Suite B
Springdale, AR 72762

Certified Correct: Charles R. Nickle, P.E. - Arkansas No. 4544



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

November 8, 2016

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an amended Utility Agreement with the Arkansas State Highway Commission for construction of water line relocations associated with AHTD Project No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72. This amendment acknowledges the addition of construction services and engineer's construction cost estimate for the project.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		-
Remaining After Adjustment	\$	-

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender 

CC:

Date: November 1, 2016

Re: Amended Agreement with Garver for Engineering Services for AHTD Project
CA0902 I-49 Widening and Interchange Improvements, Hwy 62/102 – Hwy 72

This memo addresses three Council items:

1. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Arkansas State Highway Commission for engineering associated with AHTD's Project No. CA0902 I-49 Widening and Interchange Improvements between Hwy 62/102 and Hwy 72.
2. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with Garver not to exceed \$52,400.00 (\$12,350.00 for this phase) for engineering services associated with AHTD's project described above.
3. Associated Budget Adjustment.

This AHTD project includes widening I-49 with inside lanes between Hwy 62/102 and Hwy 72 similar to current projects under construction on I-49. In addition to the inside lanes, this project will actually include additional improvements to I-49 between Hwy 62/102 and SE Walton, improvements to Hwy 62/102 west to Moberly Lane, and improvements to Hwy 72 east and west of I-49. AHTD acquired additional right-of-way along Hwy 62/102 and Hwy 72 to accommodate this project. The City has water infrastructure located within the proposed additional rights-of-way and need to relocate said utilities outside of the newly acquired right-of-way. The City's work will be reimbursable in accordance with AHTD's Utility Accommodation Policy. At this time, it is estimated that 97.01% of the relocation costs qualify for reimbursement. The final reimbursement factor will be determined at the completion of the project. Both engineering services and construction qualify for reimbursement.

Council approved the original relocation agreement with AHTD and the preliminary engineering agreement with Garver in September 2015. A revised agreement with both entities was approved in April 2016 that carried the project through the bidding phase. The contract with Garver was initially \$23,900.00 with an amendment of \$16,150.00 for a total of \$40,050.00 prior to this amendment of \$12,350.00. The project has been bid and said bid will be brought to Council in the near future once we receive approval from AHTD.

Thank you for your consideration of this request.

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY CONSTRUCTION/RELOCATION AGREEMENT

State Job No CA0902 (Utilities) County Benton
Federal Aid Project 9991 Route 49 Section 29
Job Location Hwy. 62/102 - Hwy.72 Utility Owner City of Bentonville
Widening & Intchng. Impvts. (S) Water Utilities

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas State Highway and Transportation Department, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department," and City of Bentonville Water Utilities acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

The Department proposes to make highway improvements as specified under the above referenced job number and the Owner will adjust or relocate its existing facilities as set out in the attached plans and cost estimate.

The Department will participate in the cost of said adjustment/relocation to the extent that eligibility is hereinafter established.

Payment will be made on **actual cost** basis as mutually agreed between Owner and Department.

This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

DESCRIPTION OF WORK: **See Exhibit A on Page 4**

The Department agrees that the required adjustment is **97.01%** eligible for reimbursement for the **actual cost** which is estimated to be **\$112,765.00** of which **\$109,393.33** to be paid by the Department and **\$3,371.67** is to be borne by Owner.

Owner will not commence work until authorized by the Department, and will then endeavor to begin within **63 calendar** days and complete within **60 calendar** days thereafter.

On completion of said work, Owner is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

Final billing must include all supporting detail. Owner shall also submit one (1) set of as-built drawings at this time.

Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.

Expenses incurred under an actual cost agreement may be billed to the Department monthly in increments of \$5,000.00 or more.

Owner must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

Owner shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices as amended and supplemented.

To the extent applicable to this agreement, the Owner shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410). The Owner is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet Buy America requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

Owner shall be responsible for and shall hold harmless the Arkansas State Highway Commission, the Department and their officers and employees from any and all claims,

actions, causes of action, suits, damages, losses or liability whatsoever, arising out of Owner's performance of the work subject to this Agreement.

Notwithstanding anything hereinbefore written, neither the Owner nor the Department by execution of this Agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

City of Bentonville Water Utilities

ARKANSAS HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

Name (Typed or Printed)

(For) Director of Highways &
Transportation

Title

CAP – DPM - Engineering

Signature

CAP - Utility Coordinator

FEDERAL TAXPAYER IDENTIFICATION #

Name (Typed or Printed)

Title

Signature

EXHIBIT A

The Owner will abandon in place 305 linear feet of existing 8" and 12" water lines and appurtenances and restore service by installing 340 linear feet of new 8" and 12" water lines and appurtenances to allow for new construction of the Highway 71: Hwy. 102/62 -- Hwy. 72 project. The City of Bentonville is responsible for paying for the concrete cap over an existing 12" water line crossing a drainage ditch. All of the existing water lines to be reconstructed are located outside of the existing right of way and are reimbursable.

Therefore, the cost over cost pro rata factor for reimbursement is $\$97,415/\$100,415 = 97.01$ percent. This factor will be updated at low bid and on final quantities installed.

Owner is not adequately staffed to perform this work; therefore, the project will be advertised for bid and contract forces will be utilized and selected by low bid process.

SUMMARY OF COSTS**8" & 12" WATER LINE RECONSTRUCTION**

Material Cost (Water Line Relocation)	\$	97,415.00
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CONCRETE CAP OVER 12" WATER LINE

Material Cost (Concrete Cap for 12" Water Line)	\$	3,000.00
---	----	----------

ENGINEERING

Engineering, Construction	\$	<u>12,350.00</u>
---------------------------	----	------------------

Total Cost:	\$	112,765.00
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Reimbursable Cost: $\$112,765.00 \times 97.01\% = \$109,393.33$

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED UTILITY AGREEMENT WITH THE ARKANSAS STATE HIGHWAY COMMISSION FOR ENGINEERING SERVICES ASSOCIATED WITH THE ARKANSAS STATE HIGHWAY COMMISSION'S PROJECT NO. CA0902 – INTERSTATE 49 IMPROVEMENTS BETWEEN HWY 62/102 AND HWY 72

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an amended utility agreement with the Arkansas State Highway Commission for engineering services associated with the Arkansas State Highway Commission's Project No. CA0902 – Interstate 49 Improvements between Hwy 62/102 and Hwy 72 as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

November 8, 2016

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with Garver in an amount not to exceed \$52,400 for engineering services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. This contract amendment adds \$12,350.00 for construction period services. This contract qualifies for reimbursement per AHTD's Utility Accommodation Policy.

COST TO CITY:

Cost of this Request: \$12,350

Additional Budget Amount \$12,350

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		12,350
Remaining After Adjustment	\$	12,350

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender *[Signature]*

CC:

Date: November 1, 2016

Re: Amended Agreement with Garver for Engineering Services for AHTD Project CA0902 I-49 Widening and Interchange Improvements, Hwy 62/102 – Hwy 72

This memo addresses three Council items:

1. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Arkansas State Highway Commission for engineering associated with AHTD's Project No. CA0902 I-49 Widening and Interchange Improvements between Hwy 62/102 and Hwy 72.
2. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with Garver not to exceed \$52,400.00 (\$12,350.00 for this phase) for engineering services associated with AHTD's project described above.
3. Associated Budget Adjustment.

This AHTD project includes widening I-49 with inside lanes between Hwy 62/102 and Hwy 72 similar to current projects under construction on I-49. In addition to the inside lanes, this project will actually include additional improvements to I-49 between Hwy 62/102 and SE Walton, improvements to Hwy 62/102 west to Moberly Lane, and improvements to Hwy 72 east and west of I-49. AHTD acquired additional right-of-way along Hwy 62/102 and Hwy 72 to accommodate this project. The City has water infrastructure located within the proposed additional rights-of-way and need to relocate said utilities outside of the newly acquired right-of-way. The City's work will be reimbursable in accordance with AHTD's Utility Accommodation Policy. At this time, it is estimated that 97.01% of the relocation costs qualify for reimbursement. The final reimbursement factor will be determined at the completion of the project. Both engineering services and construction qualify for reimbursement.

Council approved the original relocation agreement with AHTD and the preliminary engineering agreement with Garver in September 2015. A revised agreement with both entities was approved in April 2016 that carried the project through the bidding phase. The contract with Garver was initially \$23,900.00 with an amendment of \$16,150.00 for a total of \$40,050.00 prior to this amendment of \$12,350.00. The project has been bid and said bid will be brought to Council in the near future once we receive approval from AHTD.

Thank you for your consideration of this request.



**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Bentonville, Arkansas**

Project No. 15048180

CONTRACT AMENDMENT NO. 2

This Contract Amendment No. 2, effective on the date last written below, shall amend the original contract and Contract Amendment No. 1 between the City of Bentonville, Arkansas (Owner) and GARVER, LLC (GARVER), dated September 22, 2015 and amended April 26, 2016 respectively, referred to in the following paragraphs as the original contract.

This Contract Amendment No. 2 adds professional services for construction services for water line improvements associated with AHTD Project No. CA0902.

The original contract is hereby modified as follows:

SECTION 3 - PAYMENT

Section 3 of the original contract is hereby amended as follows:

Revise "~~The total amount paid to GARVER under this agreement is estimated to be \$40,050.00.~~" to "The total amount paid to GARVER under this agreement is estimated to be \$52,400.00."

Replace the table with the table below.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Conceptual Design	\$23,900.00	Hourly Rate Plus Expenses
Final Design	\$7,800.00	
Property Acquisition Documents	\$2,650.00	
Bidding Services	\$5,700.00	
Construction Phase Services	\$12,350.00	
TOTAL FEE	\$52,400.00	

Contract Amendment No. 2
AHTD Job CA0902 Water and Sewer
Relocations

1 of 2

Garver Project No.15048180



This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

CITY OF BENTONVILLE, ARKANSAS

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: Bob McCaslin
Printed Name

Name: Scott Zolli
Printed Name

Title: Mayor

Title: Vice President

Date: _____

Date: 10/28/16

Attest: _____
Linda Spence, City Clerk

Attest: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH GARVER FOR ENGINEERING SERVICES ASSOCIATED WITH THE ARKANSAS STATE HIGHWAY COMMISSION'S PROJECT NO. CA0902 – INTERSTATE 49 WIDENING AND INTERCHANGE IMPROVEMENTS BETWEEN HWY 62/102 AND HWY 72

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an amended professional services agreement with Garver for engineering services for water utility relocations associated with the Arkansas State Highway Commission's Project No. CA0902 – Interstate 49 Widening and Interchange Improvements between Hwy 62/102 and Hwy 72 as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
X	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

November 8, 2016

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Budget Adjustment to front costs for amended Garver contract for construction services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72.

COST TO CITY:

Cost of this Request: \$12,350

Additional Budget Amount \$12,350

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		12,350
Remaining After Adjustment	\$	12,350

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE







CHECK ALL THAT APPLY			
X	Bid Award	Bid #	16-53
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

November 8, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award bid #16-53 for 1/0 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$89,910.00.

COST TO CITY:

Cost of this Request: \$89,910

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

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PLEASE RECYCLE



M E M O R A N D U M

DATE: November 1, 2016

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **1/0 Underground Wire Bid #16-53**

The City of Bentonville recommends awarding the bid for 1/0 underground wire in the total amount \$89,910.00. The low bid for this item follows.

Stuart Irby in the amount of \$89,910.00

This award is to replenish minimum stock level and provide on underground jobs within the city.

CITY OF BENTONVILLE
FORMAL BID #16-53

ITEM	QNT	MIN. STOCK QNT.	UNIT	PART NO.	DESCRIPTION	STUART C. IRBY CO.	WESCO	TECHLINE			
1	45,000	FT	EA	280-095- 59525	WIRE 1/0 15KV 220MIL PRIMARY U/G WIRE	\$1,9980	\$2,2450	\$2,3000			
GRAND TOTAL:						\$89,910.00	\$101,025.00	\$103,500.00	\$0.00	\$0.00	\$0.00



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
x	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

November 8, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a budget adjustment, in the amount of \$67,000, to recognize funds from the Advertising and Promotions Commission for new restroom facility at Slaughter Pen Mountain Bike Park.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: October 26, 2016
Re: City Council approval of a budget adjustment, in the amount of \$67,000, to recognize revenue and authorize expenses for a new restroom facility at Slaughter Pen Mountain Bike Park.

Parks and Recreation is seeking City Council's approval of a budget adjustment of \$67,000 for a new restroom facility at Slaughter Pen.

For several years, the Advertising and Promotions Commission has been sitting aside funds to pay for a bicycle park / attractions at Slaughter Pen Mountain Bike Park. One of these amenities discussed has always been a restroom facility. The main holdback in recent years has been the difficulty and expense of getting sewer to this area.

In recent months, Parks and Recreation staff discovered a small, premanufactured restroom that will not require sewer. Instead, it functions like portable restrooms that we will service on a regular basis. The facility will have water, but will not have sewer. The annual fee to service the restroom is less than \$3,500.

On August 25, Parks and Recreation Staff requested the Advertising and Promotions Commission to fund the new restroom facility at the price of \$67,000. The quoted price of the structure is \$51,993. This quoted price includes the structure, shipping and installation. The balance of the funds will be used by Parks and Recreation to construct sidewalks from the trail to the facility, benches, bike racks and landscaping.

If City Council approves this budget adjustment, we will move forward signing contracts and ordering the prefabricated building. The facility should be installed and available for use in Spring 2017.

If you have any questions regarding this item, please call me at 464.7275 or email dwright@bentonvillear.com.

Attachments:

Budget Adjustment Request Form
Pricing Quote from CXT

BENTONVILLE ADVERTISING & PROMOTION COMMISSION
MINUTES FROM AUGUST 25, 2016

A regular meeting of the Bentonville Advertising & Promotion Commission was held on August 25, 2015, in the board room of the Downtown Activity Center at 215 SW A Street.

I. **Call to Order / Roll Call – Chair, Chris Sooter**

Call to order was made by Chair, Chris Sooter at 12:21 p.m.

Commissioners present:

Rob Apple Todd Darouse Lee Culpepper Josh Morey James Smith Chris Sooter Amanda Webb

Staff Present:

Kalene Griffith Bianca Montoya Angela Stanbery Luke Charptenier Christine Skorenko John Lamparski

Guests:

Melissa Gute *Benton County Daily Record*

II. **Review and Approval of the Minutes for July 28, 2016 – Chris Sooter**

Todd Darouse made a motion to approve the Minutes as submitted.
James Smith seconded the motion. Motion carried.

III. **Review and Approval of Financial Reports – Angela Stanbery**

Financial Summary for July 2016

Taxes collected in June, remitted in July:

		Increase over previous year
Collections:		
Restaurant	\$ 125,913	0%
Lodging	\$ 78,912	5.4%
Total	\$ 204,825	2.1%

July split was \$ 64,753

90 days past due: Fresh Donuts, Billy Sims, IDK, Jump Zone, and Sam's Mansion

James Smith made a motion to approve the Financials as submitted.
Todd Darouse seconded the motion. Motion carried.

IV. New Business

Conference room policy:

No policy changes needed at this time. There was a question about the serving of alcoholic beverages at meetings or events in the conference room. Kalene received clarification from attorney Brian Burke that as a subsidiary of the city no alcoholic beverages are permitted on A&P premises.

USTA Tennis:

We will be providing goodie bags for those playing at Memorial Park. The Fayetteville Athletic club will be hosting the tournament.

The Truth Booth

Visit Bentonville will be partnering with Crystal Bridges and Downtown Bentonville to sponsor a visit from the Truth Booth. Funds will come from the public art line in the budget. This is a national and international project started in 2008 that has both web and Facebook exposure. The Truth Booth will be at Lawrence Plaza on October 4th and 5th. Kalene encouraged all to visit the booth and the social media sites.

Bathrooms at Slaughter Pen

The Parks Department has requested that some of the funds designated for the Bike Park be used to build bathrooms at Slaughter Pen as soon as possible.

Rob Apple made a motion to use \$67000 from funds designated for the Bike Park to build bathrooms at Slaughter Pen. Lee Culpepper seconded the motion. Motion carried.

V. Old Business

As requested, Kalene presented an updated job description for the Bike Bentonville Coordinator and analysis of budget impact if position is filled with a salaried exempt employee.

James Smith made a motion to that the Bike Bentonville Coordinator position be filled by an exempt employee with starting salary of \$47,500 annually.

Rob Apple seconded the motion. Motion carried.

VI. Adjourn

Todd Darouse made a motion to adjourn to the Strategic Planning session.
James Smith seconded the motion. Motion carried.



CHECK ALL THAT APPLY		
	Bid Award	Bid #
x	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

November 8, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a budget adjustment, in the amount of \$440,000.00 and accepting a grant from the Walton Family Foundation for the design and right-of-way acquisition for a re-route of the Razorback Greenway.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Ben Peters, City Engineer
David Wright, Parks and Recreation Director
Date: October 31, 2016
Re: City Council approval of a budget adjustment, in a not to exceed amount of \$440,000, for the design and ROW acquisition for the re-route of the Razorback Greenway.

As City Council has discussed over the course of the last year, there is a concern with the South Bentonville Trail / Razorback Greenway in the area of SE P Street / Hwy 102, near the Walton Life Fitness Center and Bentonville High School. There have been many discussions with the Walton Family Foundation regarding a partnership to improve this area to provide a path that does not cross 102 or utilize the road during this section.

This fall, City Staff submitted a grant application worked with the Walton Family Foundation to begin step one of making this project a reality. City Staff selected a professional design firm to design a tunnel and rerouted trail and with property owners for land acquisition regarding for this potential project. This grant award from the Walton Family Foundation is for 100 percent of the cost of the agreement with a design firm. This grant is for only the design and land acquisition.

Walton Family Foundation has, in discussions, stated they would pay as much as 90 percent of the overall project costs for the overall project. This leaves the City's contribution to be the remaining 10 percent. The City recently was awarded a grant, in the amount of \$500,000 from Arkansas Highway and Transportation Department for the construction of Razorback Greenway reroute. The grant award from AHTD will be used for the City's match in a grant application that will occur in 2017 to the WFF, for the actual construction of the tunnel and rerouted trail. So where this award is for only the design and land acquisition, there will be another grant application in 2017 regarding construction.

If everything goes as planned with this project, construction could begin in late 2017.

If you have any questions regarding this item, please contact Ben Peters at bpeters@bentonvillear.com, or David Wright at dwright@bentonvillear.com.

WALTON FAMILY
FOUNDATION

September 28, 2016

Bob McCaslin
Mayor
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant #2016-1112

Dear Mayor Bob McCaslin,

It is my pleasure to inform you that The Walton Family Foundation, Inc. ("Foundation") has approved an 8-month grant in the amount of up to \$440,000.00 to the City of Bentonville ("Grantee"). The project term will be November 01, 2016 to August 01, 2017. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to engage a third-party firm to develop design and engineering documents for an important reroute of the Razorback Regional Greenway (RRG). This grant is more fully described in Grantee's proposal dated July 19, 2016. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: Up to Four Hundred Forty Thousand Dollars (\$440,000.00).**

Grant payments will be made as follows:

Installment	Amount	Date	Requirement
#1	Up to \$162,000.00	10/1/2016	See Initial Installment
#2	Up to \$278,000.00	2/1/2017	See Installment Two

3. **Payable:** Initial Installment (October 1, 2016): up to \$162,000.00 shall be payable upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein, as well as an executed contract with a qualified and experienced design and engineering team. When all requirements have been met WFF will prefund up to 50% of the cost of design and engineering contract. At each payment request, the grantee will submit a financial report outlining work completed and invoices paid to date related to the construction of the identified sections of trail.

Installments Two (ending February 1, 2017): up to \$278,000.00 shall be payable upon receipt and approval of the Grantee's documentation showing that no less than 50% of the design is complete, and upon review and approval WFF will fund the remaining value of the contract plus the estimated costs for rights of way/property acquisition not to exceed remaining grant amount. At each payment request, the grantee will submit a financial report outlining work completed and invoices paid to date related to the construction of the identified sections of trail.

All terms must be met by no later than May 15, 2017 to be eligible for payment.

P.O. Box 2910, Bentonville, AR 72712 | Tel: 479.463.4170 Fax: 479.463.4120

www.waltonfamilyfoundation.org

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

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

Report Date	Report Type
8/15/2017	Final Financial and Narrative

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

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2016-1112 on all reports submitted.

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

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

(a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

(b) Grantee fails to comply with the terms of this letter; or

(c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Without waiving immunity pursuant to law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

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

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

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2016-1112 in your communication.

We have enclosed the grant letter and a payment authorization form. By electronically signing these items the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed documents will be emailed to the Grantee through DocuSign. If the electronic signing of these items is not completed by October 10, 2016 the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Kyle J. Peterson
Executive Director

ACKNOWLEDGED AND AGREED

By: _____ (Date)
Mayor Bob McCaslin
City of Bentonville

Appendix A: City of Bentonville
Razorback Greenway: Reroute Design/HWY 102

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: Razorback Greenway 102 Tunnel / P Street Reroute Design		
Outputs		
The City of Bentonville will select and place under contract, a professional design team to identify a new route of the RRG, avoiding P Street and the Hwy 102 Intersection.	November 1, 2016	Signed professional services contract.
The selected design firm will develop a set of construction-ready design and engineering documents for this project that adheres to federal design and construction standards as well as design guidelines outlined in the "trail design resource notebook" developed by Alta Planning + Design and utilized for the Razorback Regional Greenway. This path is estimated to be 3,500 linear feet in length and will include a tunnel crossing of Hwy 102.	July 31, 2017	Submission of plan documents for review by WFF and Consultants
Outcomes		
The City will ensure that all jurisdictional permitting for the project is secured.	July 31, 2017	Permits and agreements in place.
The City will ensure that all required rights-of-way and easements are secured.	July 31, 2017	Program records



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

November 8, 2016

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

City council approval of a Resolution allowing the Mayor and City Clerk to enter into an agreement with Alta Planning and Design for engineering, design and acquisition services for the HWY 102 Pedestrian Tunnel/Razorback Greenway re-alignment project. The cost of this contract will be \$440,000.00 which is from a Walton Family Foundation Grant; please see memo attached to the grant award.

COST TO CITY:

Cost of this Request: \$440,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 440,000.00
Funds Expended to Date	\$ -
Remaining Budget	\$ 440,000.00
Budget Adjustment	\$ -
Remaining After Adjustment	\$ 440,000.00

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



City of Bentonville HWY 102 Pedestrian Tunnel

Project Understanding

- **Project Limits:** This project will re-route the Razorback Regional Greenway (RRG) trail from the existing trail at J Street and SE 12th Street, under Highway 102/SE 14th Street to the existing connection on the Bentonville High School (BHS) property.
- **Project Length:** The length of the project is approximately 3,300 feet of greenway trail. Some portions of the trail will be elevated and/or a boardwalk section to accommodate drainage in the corridor. A tunnel crossing is proposed under Highway 102/SE 14th Street.
- **Signals:** It is anticipated that no new signals will be required for this installation.
- **Pavement:** The pavement of Highway 102/SE 14 Street will be restored in accordance with Arkansas State Highway and Transportation Department (AHTD) requirements.
- **Landscape:** Treatments will include trees and low maintenance plantings as requested by the City.
- **Flood Zone/Storm Drainage:** The proposed trail crosses through a flood zone regulated by the United States Army Corps of Engineers (USACE). Approximately 5000 feet of creek that is designated as a Special Flood Hazard Area Zone AE will be potentially affected by the trail, tunnel and crossings. A detailed hydraulic analysis is required to evaluate the effects of the construction on the flood elevation. If the design affects the Base Flood Elevations, and causes a rise a CLOMR may be required. A LOMR may be required if there is any change in BFE resulting from the development.
- **Highway Tunnel Crossing:** The proposed tunnel is to be constructed as a 12'x9' box culvert with headwalls, and concrete retaining walls for elevation transitions. Detailed construction traffic control plans will be required by AHTD. The tunnel will be equipped with a LED lighting system and dewatering system to match the South Walton Tunnel project.
- **Permitting:** We anticipate that the following permits will be required for this project:
 - Arkansas Department of Environmental Quality (ADEQ) NPDES General Stormwater Permit
 - AHTD Crossing and Right-of-Way Permits
 - Arkansas Department of Health (ADH) permit for public water and sewer line relocation
 - USACE permit to work in floodplain area
- **Geotechnical/Coring Program:** We propose to have up to 4 soil borings taken for use in structural engineering activities. We also propose to have two cores of the existing pavement section of Highway 102/SE 14th Street to ascertain existing pavement section of the highway.
- **Utilities:** A 12" water line and 6" sanitary sewer line will require relocation/lowering to accommodate this project. Additionally, overhead electric lines, fiber optic cables and telephone lines are located in the project area. Coordination for their relocation will be required. No relocation of the overhead

distribution lines is anticipated. The plan is to work around the distribution line pole locations and guy wires.

- **Survey:** A topographic (with one foot contours)/boundary survey is to be performed for the project. Survey shall include the development of easement/property mapping, as required.

Project Approach

Project Organization

G. Wade Walker, P.E. will be the Principal-in-Charge and Mandy Bunch, P.E. will be the Project Manager and be the primary point of contact between the City and Alta Planning + Design throughout the design period. Tom Tavella, PLA, FASLA will direct Landscape Design activities. Mike Repsch, P.E. will provide senior oversight of roadway and related design activities.

Governing Codes and Standards

Alta's design of proposed improvements will adhere to the Codes and Standards stipulated in the City of Bentonville Standard Water and Sewer Specifications, City of Bentonville Minimum Standard Specifications for Streets, as well as AHTD 2014 Standard Specifications for Highway Construction. Additionally, based on proposed funding sources, the design process will adhere to Arkansas Transportation Alternatives Program (TAP) Procedures.

Scope of Services

The following is our proposed scope of services for this project.

1.0 Conceptual Design Phase

The Alta team will review available data and studies outlining the current conditions related to the existing project area and current concept plan. The team will interview stakeholders to determine the issues, opportunities, challenges, and desires of the various stakeholders with regard to the project scope. It is anticipated that stakeholders to be interviewed would include, but not be limited to, the following groups:

- City staff (Planning, Engineering, Water & Sewer Department, Transportation Department, Parks and Recreation, and Mayor, if suggested by Engineering);
- AHTD representatives;
- Business stakeholders, developers, property owners within the project area;
- Neighborhood representatives (within project area); and
- Any other City-identified stakeholders.

After interviewing stakeholders, Alta will develop a preferred alignment and routing with input from the City. Alta will engage a professional wetlands consultant to determine the approximate limits of

wetlands and the likely presence of any protected species or sensitive environment. This consultant will coordinate with the USACE to confirm the boundaries.

Client Responsibilities: Assistance with development of stakeholder list.

Deliverables: Alternative and final routing diagrams and concept. A letter prepared by the wetlands consultant. The survey and subsurface exploration work will be initiated.

2.0 Survey Phase

2.1 Survey

The survey limits are defined as follows: Beginning with the northeast quadrant of the intersection of J Street and Highway 102/SE 14th Street, over to the signal at SE P street, across Highway 102/SE 14th Street, to the South through the planned corridor, including property boundary lines, to the existing connection on the BHS property.

Vertical and horizontal control will be based on the City of Bentonville GIS survey control monuments. Permanent control points and bench marks will be set at frequent intervals to facilitate construction activities.

Information to be shown on survey plans includes the following, at a minimum:

1. Provide required horizontal control points and benchmarks with ties within the project area for use during construction stakeout. Indicate control points and benchmarks on mapping with associated northing and easting coordinates.
2. Complete topographic survey with contours at one (1) foot intervals and spot grades to the nearest tenth (0.1) of a foot within the project area.
3. Indicate spot elevations at doorways, ramps, walks, landings, finish floor elevations at entrances to buildings, and steps within the project.
4. Indicate location of structures, paving and improvements above and below ground including, but not limited to, curbs, walks, exterior stairs, steps, retaining walls, stone walls, and fences.
5. Identify all natural features such as ponds within the project area.
6. Label all surface materials, i.e. grass, bituminous, gravel, etc. within the project area.
7. Indicate and label all above ground utilities to include, but not limited to, utility poles, overhead lines, traffic control structures, site lighting, telephone and electrical structures, other utility orientated above ground structures, fire hydrants, etc.
8. The local utility companies will be contacted for information pertinent to the location of their underground and overhead utilities. Sewer laterals will be located based on available as-built drawings. Interior building investigations are not included in the scope.
9. The surveyor is to locate all utility surface structures including, but not limited to, storm and sanitary manholes, catch basins, water and gas gate valves, fire hydrants, electrical and telecommunication manholes, fire alarm and site lighting control boxes. The surveyor shall utilize as-built mapping obtained, as indicated above, to connect the utility surface structures found with their associated utilities. Indicate location, depth (when possible), size, type of material, type of service, etc.

10. Indicate top of frame elevations for all storm and sanitary structures. All pipes shall be clearly labeled including the type of pipe, diameter, slope, and invert at each structure and outlet. Headwalls, flared ends, gates, weirs, dams, open drainage ditches, leak-offs, etc., shall be indicated and identified.
11. Sanitary service shall be completely surveyed to the point of connection to the public system. If there is a subsurface disposal system present, it shall be researched, documented and included in the survey with all available information. Closed circuit TV (CCTV) inspection of sanitary sewer is not included.
12. The electronic mapping shall be produced and submitted in Civil 3D 2011. Plotting scale shall be one inch equals twenty feet (1"=20').
14. Include legend of symbols, line types, and abbreviations.
15. Mapping in support of property takings and/or easements will be prepared for up to five (5) properties.
16. If identified, the marked and confirmed wetlands boundaries will be included in the survey drawing.

3.0 30% Design Phase

3.1 Kick-off Meeting/Field Review

Two members of the Design Team will meet with City representatives to discuss the project and perform a field walk to view field conditions and verify survey information. A separate meeting with AHTD will be held to meet TAP Procedures, if necessary.

3.2 Project Location Plan and Vicinity Map

Alta will prepare a Project Location Plan and Vicinity Map at an appropriate scale. These graphics will be placed on the Title Sheet and will be available for inclusion in project reports and correspondence.

3.3 Title Sheet

Alta will prepare a Title Sheet for the plan package. The Title Sheet will contain design data; job title and number; the Project Location Plan and Vicinity Map.

3.4 Preliminary Horizontal and Vertical Alignments, Drainage Analysis

Develop preliminary baseline horizontal and vertical alignments for the trail and crossing. This will include a profile of the highway tunnel crossing. A preliminary drainage report will be submitted.

3.5 Design Submission

A 30% Design Submission will be made to the City. Three (3) copies of the materials described above will be submitted. An additional submittal set, including specifications and a construction cost estimate will be included for submittal to AHTD to meet TAP procedure requirements. One hard copy of the drainage report will be submitted to the City and AHTD, if required. All submittal materials will be provided in pdf format in addition to hard copies.

3.7 City Meetings & Coordination

A conference call will be held monthly with the Department of Public Works to discuss progress and project issues.

4.0 60% Design Phase

4.1 Address 30% Design Comments

Comments received from the City and AHTD 30% Design review process will be addressed.

4.2 Utility Notification Letter

Alta will send a project description and location plan to all utility companies identified through the survey process that have facilities in the vicinity of the selected routing.

4.5 Maintenance of Traffic

Alta will prepare plans, specifications for construction signing, and temporary pavement markings to allow for safe traffic operations during construction. Alta will review with the City and AHTD the desired lane requirements and closure timing and staging for Highway 102 during the construction operations phase.

4.6 Erosion Control Details

Details will be prepared for erosion controls to be employed during construction.

4.7 Special Project Details

Any special details for the project will be prepared to the 60% Design level. These will include structural details for site-specific walls, and mechanical details for the lighting and dewatering system.

4.8 Preliminary Plan and Profile Sheets (60% Design)

Preliminary plans and profile sheets will be prepared to include all drainage, right-of-way requirements, and construction limits.

4.9 Survey Control Detail Sheet

A Detail Sheet will be prepared to show the survey control information for the corridor.

4.10 Tunnel and Utility profile

Develop a tunnel profile detailing the tunnel, road conditions, and utility crossings.

4.11 Prepare Schedule of Property Owners

Based upon the 60% Design alignment, Alta will prepare a schedule of property owners to identify properties that will be impacted by the proposed improvements. Property acquisitions and construction easements will be identified. Exhibits and property descriptions of the required acquisitions will be prepared by the project surveyor.

4.12 Signing and Pavement Markings

Signing and Pavement Marking plans and details will be developed for the roadway and trail.

4.13 Environmental /Permit Determination

During this task it will be confirmed that the only permits to be required on the project are the ADEQ NPDES Stormwater Discharge Permit, a permit from the USACE to work in the regulated flood zone, a permit from the ADH regarding the water and sewer utility relocations, and the AHTD crossing permit and permit to work in the right-of-way.

4.14 Landscape Plans

Landscape plans will be included in the design documents to meet the City's request. The improvements must be aesthetically pleasing and durable and will not require extensive and costly maintenance. Our Landscape Architectural staff will discuss the aesthetics of the corridor with City staff.

4.15 Submission of Plans to Utilities

After the 60 % Design has been developed, Alta will forward to each utility, one set of plans, together with cross sections as available in the area of the utility involved.

4.16 60% Design Construction Cost Estimate

Alta will prepare a preliminary construction cost estimate, based on the most recently available AHTD weighted unit prices, or other cost information supplied by the City.

4.17 60% Design Submission

A 60% Design Submission will be made to the City. Three (3) copies of the materials described herein will be submitted. An additional submittal set, including specifications and a construction cost estimate will be included for submittal to AHTD to meet TAP procedure requirements. All submittal materials will be provided in pdf format in addition to hard copies.

4.18 City Meetings & Coordination

Regular conference calls will be held with the Department of Public Works to discuss progress and project issues.

During the 60% Design Phase, two members of the Alta Team will attend the following meetings on-site:

1. 60% Design review meeting to include a field walk of the project
2. Meeting with stakeholders
3. Meeting with property owners

These three meetings will be scheduled for two consecutive days.

5.0 90% Design Phase

5.1 Respond to 60% Design Comments

Alta will respond to City and AHTD comments generated from the 60% Design Phase review.

5.2 Coordinate with Utilities

Alta will perform a final coordination activity with affected utilities.

5.3 Finalize Profile

Final modifications will be made to the highway tunnel crossing drawings.

5.4 Finalize Maintenance of Traffic

Maintenance of Traffic Plans and details will be finalized.

5.5 Erosion Control Details

Alta will finalize the Erosion Control details.

5.6 Special Project Details

Special details developed in previous design phases will be finalized.

5.7 Drainage Design

Drainage improvements presented on the Plan and Profile sheets will be finalized.

5.8 Plan and Profile Sheets

Final revisions and modifications will be made to the Plan and Profile sheets.

5.9 Cross Sections

Cross Sections will be reviewed in detail and final revisions incorporated.

5.10 Permits

The identified permits will be finalized.

5.11 Finalize Landscape Design

Landscape design will be finalized to include proposed plant communities.

5.12 Signing and Pavement Marking Plans and Details

Alta will finalize construction and permanent signing and pavement marking plans. All signing details and locations will be included in the project plans and documents. Alta will prepare drawings detailing a legend, dimensions and notes for proposed pavement markings. Separate enlarged details shall be made to supplement and clarify the small scale plans.

5.13 Index and Quantities

The Index sheet will be finalized and the contract quantities and numbers will be checked against the specification book.

5.14 90% Design Submission

The 90% Design submission shall consist of the following materials:

- AHTD required bidding contract with wage rates. Note: If AHTD requires this information sooner than the 90% submittal, we will submit according to their timeline.
- Three (3) sets of final drawings.
- Three (3) sets of all related documents.
- An additional submittal set, including specifications and an estimate will be included for submittal to AHTD to meet TAP procedure requirements.
- All submittal materials will be provided in pdf format in addition to the hard copies.

5.15 City Meetings and Coordination

A member of the Design Team will meet with City representatives to discuss final aspects of the project.

5.16 Property Acquisition Phase

- Alta will engage an appraiser to certify property values.
- An Alta representative will coordinate property acquisitions.

- The City will assist in right-of-way negotiations if required.
- The surveyor will prepare Property Line Adjustment (PLA) Plats for the properties to be purchased.
- Alta will submit documentation to the meet PLA requirements and attend public meetings if required.

6.0 Contract Document Phase

This phase of the project will complete design plans and specifications so that they can be used in conjunction with the City's standard bid documents for advertising for construction services.

6.1 Address 90% Comments

Alta will address City and AHTD comments generated from the 90% review.

6.2 Contract Document Submission

The Contract Document Submission shall consist of the following materials:

- Three (3) sets of reproducible final drawings and one (1) copy of the plans in electronic AutoCAD (.dwg) format.
- Three (3) sets of all related documents.
- All submittal materials will be provided in pdf format in addition to the hard copies.

7.0 Bid and Award Construction Contract

The Alta team will work with the Client to publicly bid and award a construction contract for the project. This would include the following:

- Pre-bid meeting to educate qualified contractors on the nature of the work to be undertaken, answer questions and define project construction schedule;
- Answer all RFI's and issue addenda as needed;
- Assist the City in complying with AHTD TAP bidding and advertisement requirements;
- After the bids are received and read aloud by the City at a public meeting, APD will review the bids, prepare detailed bid tabulation and make a recommendation on awarding the project.
-

Assumptions

1. The City will provide water distribution and existing sanitary sewer collection system mapping.
2. Design or coordination of electric distribution line relocation is not included in this proposal. The City of Bentonville will provide the design of any city-owned relocations, and power supply to the meter for the pump and lighting systems.
3. Wetlands permitting outside of applying for a Nationwide Permit will be an Additional Service.
4. City of Bentonville is to provide Title Search, to include properties to be acquired, and all easements. Full boundary survey of all adjacent properties is not included.
5. If properties require condemnation, services during this phase will be an Additional Service.
6. Interior building investigation and CCTV inspection of sanitary sewers is not included in this proposal.

7. As part of the AHTD TAP procedure, AHTD will submit for environmental clearance.

Fee Schedule:

Project Tasks	
1.0: Conceptual Design Phase	\$ 16,000.00
2.0: Survey Phase	\$ 35,000.00
3.0: 30% Design Phase	\$ 40,000.00
4.0: 60% Design Phase	\$ 85,000.00
5.0: 90% Design Phase	\$ 35,000.00
5.1: Property Acquisition Labor	\$ 58,000.00
6.0: Contract Documents Phase	\$ 10,000.00
7.0: Bid and Award Construction Contract	\$ 8,000.00
*Hydraulic Analysis with CLOMR/LOMR	\$ 37,000.00
Total Professional Fees	\$ 324,000.00
Anticipated R.O.W. Cost **	\$ 116,000.00
Total	\$ 440,000.00

*Includes FEMA submittal fees: Anticipated CLOMR fee: \$6,500.00, Anticipated LOMR fee: \$8,000.

****Right-of-Way is estimated at a cost of \$10,000/Acre based on previous appraisals of similar property. Exact costs cannot be assigned prior to appraisals being performed. The anticipated total area of property to be acquired is 11.6 Acres based on the conceptual routing and discussions with the City.**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO AN AGREEMENT WITH ALTA
PLANNING AND DESIGN FOR ENGINEERING, DESIGN
AND ACQUISITION SERVICES FOR THE HWY 102
PEDESTRIAN TUNNEL/ RAZORBACK GREENWAY RE-
ALIGNMENT.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY
OF BENTONVILLE, ARKANSAS.**

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an amended agreement with Alta Planning and Design for engineering, design and acquisition services for the HWY 102 Pedestrian Tunnel/ Razorback Greenway re-alignment in an amount of \$440,000.00 as set forth in the agreement and proposal attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 20____.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

November 8, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a bid award, in the amount of \$503,851.00 to Pick-It Construction, for the renovation of the pool house at the Melvin Ford Aquatic Center.

COST TO CITY:

Cost of this Request: \$503,851

Additional Budget Amount \$503,851

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	503,851
Remaining After Adjustment	\$ 503,851

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: October 28, 2016
Re: City Council approval of a bid award, in the amount of \$503,851 to Pick-It Construction, for the renovation of the pool house at Melvin Ford Aquatic Center.

On May 23, the Committee of the Whole meeting included a tour of the Melvin Ford Aquatic Center (MFAC) to discuss potential renovations of the facility. During the tour, we discussed how opened in 1991 and has been a very popular facility for more than two decades. In addition, we discussed how the 2016 budget included funds to hire an architect to design the renovation of the facility.

Since that time, Staff worked with architects to analyze the building, create specifications and bid the project. As suspected, the structure is in good condition. However, there are things in the building needing to be repaired or replaced. These improvements include, but are not limited to, enclosing the building to add air / heat, new lighting throughout the facility, new epoxy flooring, new bathroom fixtures and mirrors, adding new private showers. The old oven and outdated equipment will be removed from the concession stand. In its place, we will add new shelving, storage and up-to-date electrical supply for the coolers and freezers currently being used. The office / lifeguard room will also be enclosed for better internal control and safety. In addition, it will provide a controlled environment to remove our guards from the heat and to treat injured patrons.

On October 27, the City Purchasing department hosted the public bid opening for the project. The bids resulted in three submitted bids, with Pick-It Construction providing the lowest bid at \$503,851. Pick-It Construction has performed several jobs for Parks and Recreation in the past and is certainly qualified to complete this job for the City. If City Council approves this bid award, work could begin by December 1. This allows more than sufficient time for the work to be done before the pool season begins in 2017.

If you have any questions regarding this item, please contact me at 464.7275, or email dwright@bentonvillear.com.

Attachments:
Bid Tabulations

		MELVIN FORD AQUATICS CENTER RENOVATIONS					
		BENTONVILLE, AR					
CTA# 16104100	Bid Date: Thursday October 27, 2016	Bid Location: 117 W. Central Ave.	Project Architect: Wes Burgess, AIA				
	Bid Time: 2:00 p.m. local time	Bentonville, AR	Crafton Tull				
CONTRACTOR:		Benchmark Construction	Pick-It Construction	Southern Building Services			
ARKANSAS LICENSE NO.:		0033500517	0140461216	0093000417			
BASE BID:		\$507,000.00	\$503,851.00	\$567,300			
DEDUCTIVE ALTERNATES:							
1) Existing Door 107B to remain.		\$2,200.00	\$5,100.00	\$1,700			
2) Existing Doors 101C, 101C, and 108B to remain.		\$17,500.00	\$13,000.00	\$9,500			
UNIT PRICES:							
1) Remove and replace damaged plywood deck, per 4X8 sheet.		\$85.00	\$58.00	\$75.00			
Bid Security Attached: Y N		Y	Y	Y			
ADDENDUM NO. 1 RECEIVED		Y	Y	Y			
ADDENDUM NO. 2 RECEIVED		Y	Y	Y			
BID SUPPLEMENTS ATTACHED:							
Bid Form Supplement (Bid Bond)		BOND	BOND	BOND			
		Wes Burgess, AIA Crafton Tull					
Bids		Date: October 27, 2016					



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
x	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

November 8, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a budget adjustment, in the amount of \$516,000, to fund the renovation of the pool house at the Melvin Ford Aquatic Center.

COST TO CITY:

Cost of this Request:	\$503,851
Additional Budget Amount	\$503,851

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	503,851
Remaining After Adjustment	\$ 503,851

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

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PLEASE RECYCLE





Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: October 28, 2016
Re: City Council approval of a budget adjustment, in the amount of \$516,000, for the renovations of the pool house at Melvin Ford Aquatic Center.

Parks and Recreation Staff is requested City Council to approve a budget adjustment, in the amount of \$516,000, for the renovations of the Melvin Ford Aquatic Center (MFAC). The 2016 budget included funds for Parks and Recreation to hire an architect to design the renovations for the facility. Once the design was completed and the architect provided a cost estimate, Mayor McCaslin authorized our staff to bid the project. The low bid for the project was \$503,851.

In addition to the project cost, we are requesting to amend the agreement with Crafton Tull and Associates, in the amount of \$12,000. This amendment is for construction observation for the project.

These funds are being transferred from set-aside funds, allocated to "Facilities" from FY 2014.

If City Council approves this bid budget adjustment, work should begin by December 1. This allows more than sufficient time for the work to be done before the pool season begins in 2017.

If you have any questions regarding this item, please contact me at 464.7275, or email dwright@bentonvillear.com.



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
x	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

November 8, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a contract amendment with Crafton Tull, in the amount of \$12,000.00 to allow for construction observation for the Melvin Ford Aquatic Center.

COST TO CITY:

Cost of this Request: \$12,000

Additional Budget Amount \$12,000

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	12,000
Remaining After Adjustment	\$ 12,000

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: October 28, 2016
Re: City Council approval of an amendment to the original contract with Crafton Tull, in the amount of \$12,000, for construction observation for the renovation of the pool house at Melvin Ford Aquatic Center.

Parks and Recreation Staff is requesting City Council to approve an amendment to a contract with Crafton Tull to now include construction observation for the renovation to the pool house at the Melvin Ford Aquatic Center.

The original contract, approved by City Council on April 12, 2016 included architectural, mechanical and electrical design and construction drawings, as well as assistance during bidding. The fee for this was \$22,500.

The original contract did not allow for construction observation. This decision was made not knowing when construction would actually be able to occur. Because we are able to move forward with construction, we need to amend the original contract by \$12,000 to allow for Crafton Tull to complete the oversight of this project.

If you have any questions regarding this item, please contact me at 464.7275, or email dwright@bentonvillear.com.

Attachments:
Amended agreement from Crafton Tull and Associates

AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 001

TO: City of Bentonville
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 25, 2016

BETWEEN the Owner:
(Name and address)
City of Bentonville
117 West Central
Bentonville, AR 72712

and the Architect:
(Name and address)
Crafton, Tull & Associates, Inc.
901 N. 47th Street, Suite 200
Rogers, AR 72756

for the Project:
(Name and address)
Melvin Ford Aquatic Center Renovation
2000 NE Memorial Park Square
Bentonville, AR 72712

Authorization is requested
☒ to proceed with Additional Services.
☐ to incur additional Reimbursable Expenses.

As follows:
Construction Phase Services as described in the attached Exhibit "C".

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:
Lump Sum of \$12,000.00

Time:
N/A

SUBMITTED BY:	AGREED TO:
(Signature)	(Signature)
Mark J. Owings, AIA, LEED AP, BD+C	
Sr. Vice President, Architecture	
(Printed name and title)	(Printed name and title)
(Date)	(Date)

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User Notes:

(1104070192)

1

Exhibit "C" – Amendment to the Professional Services Agreement for the Melvin Ford Aquatic Center Renovation

Construction Phase Services

1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below.

1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

1.3 Subject to Section 4.2.3 of the executed Professional Services Agreement, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

2 EVALUATIONS OF THE WORK

2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

4 SUBMITTALS

4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect in writing, of any construction means, methods, techniques, sequences or procedures.

4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, and will neither verify their work nor have responsibility for their errors or omissions.

4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AMENDMENT TO THE
EXISTING CONTRACT WITH CRAFTON, TULL AND
ASSOCIATES FOR ADDITIONAL SERVICES RELATED
TO THE MELVIN FORD AQUATIC CENTER PROJECT.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the existing contract with Crafton, Tull and Associates to provide for additional services associated with the Melvin Ford Aquatic Center Project in an additional amount of \$12,000.00 as set forth in the attached Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
x	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

November 8, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a resolution, authorizing the Mayor and City Clerk enter into an agreement with LaQuantra Bonci, in the amount of \$190,260.00 to create a 10 Year Parks and Recreation Master Plan for the City of Bentonville.

COST TO CITY:

Cost of this Request: \$190,260

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	200,000
Funds Expended to Date		-
Remaining Budget		200,000
Budget Adjustment		-
Remaining After Adjustment	\$	200,000

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: October 28, 2016
Re: City Council approval of a resolution, authorizing the Mayor and City Clerk enter into an agreement with LaQuantra Bonci, in the amount of \$190,260, to create the 10 Year Parks and Recreation Master Plan for the City of Bentonville.

Parks and Recreation Staff is requested City Council to approve a resolution, authorizing the Mayor and City Clerk enter into an agreement with LaQuantra Bonci for the purpose of creating the 10 Year Master Plan for Bentonville Parks and Recreation. This plan will serve as the guiding document assisting Parks and Recreation Staff, the Parks and Recreation Advisory Board, the City Administration and City Council with parks and trail development during the next decade. This project is funded by a \$200,000 grant awarded to the City by the Walton Family Foundation. City Council approved the grant award on June 28. The first \$100,000 has already been transferred to the City from the Walton Family Foundation.

An industry standard in municipal parks and recreation is to have a master planning document that is updated at least every ten years. City Council last adopted a Parks and Recreation Master Plan in 2007. Because of the parks bond, commitment from Mayor / Council and several very generous community members, the previous adopted plan is mostly complete. With the completion of projects like Lawrence Plaza, Orchards Park, the Razorback Greenway and the Bentonville Community Center, there is no better time to begin a new plan for our department.

This study will include a community wide needs assessment, an inventory of current recreation assets, a comparison of these assets versus national standards, a study of the distribution of public greenspace and amenities, and an operational study of our maintenance division. The study is certain to tell us how we should grow the department to keep up with the growing population, but it will be important to provide us options how we can do it with minimal impact to the taxpayer.

After initial focus group discussions and a round of public meetings, the team has finalized the overall schedule for the project. With approval of this resolution, a public survey should be distributed to citizens within the next two weeks with the intent of a draft document available to distribute in late spring 2017. We anticipate a final draft being available for adoption by the City Council by July 2017.

If you have any questions regarding this item, please contact me at 464.7275, or email dwright@bentonvillear.com.

Attachments:

Grant Award from Walton Family Foundation

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES
Parks Master Plan, Bentonville, AR

This document is intended to be used as a basis of agreement between LaQuatra Bonci Associates, Inc. and the Bentonville Park and Recreation Department, Bentonville, AR

CLIENT: Bentonville Parks and Recreation, Bentonville, AR
PROJECT: Parks Master Plan
DATE: April 22, 2016

SERVICES

LaQuatra Bonci Associates, Inc. shall provide professional services as outlined in the attached Proposal dated February 8, 2016 for preparation of a Parks Master Plan for the Bentonville Parks System.

This agreement is subject to the following terms and conditions:

General Terms and Conditions

1. The Owner shall provide LaQuatra Bonci Associates, Inc. (LBA) with program information regarding his requirements and objectives for the project.
2. LBA shall be entitled to rely upon the accuracy of services, information, and survey reports supplied by others.
3. In addition to professional fees, the Owner shall pay all reimbursable expenses which are defined as actual expenditures made by LBA, their employees, or professional consultants in the interest of the project, and shall include the following: expenses for transportation and living when traveling in connection with the project; long distance calls and telegrams; expense of reproductions, postage and handling of drawings and specifications, excluding those for office use and presentation to the Owner. Reimbursable expenses will be billed to the Owner at cost. All receipts will accompany invoices for expenses.
4. All fees and reimbursable expenses will be invoiced monthly or at appropriate stages of work progress, and are payable with thirty (30) days of receipt.
5. In the event payment is not made according to terms herein set forth, LBA, at its option, may stop work on the project until payment is received and not be in default under the terms and conditions of this Agreement, and the balance outstanding shall be subject to interest at the rate of 1-1/2% (percent) per month.
6. The Owner agrees that this Letter Agreement shall be interpreted according to the laws of the State of Arkansas and the Commonwealth of Pennsylvania and to reimburse LBA for reasonable attorney fees that it may expend in enforcing this Agreement.
7. Extra Services not outlined in this scope of services, when authorized in writing by the Owner, will be billed according to the attached Rate Schedule.
8. When contract documents are required: The client understands that there may be misinterpretations of the plans and specifications prepared by LBA during construction which may lead to errors and unacceptable construction practices. If the owner elects to proceed with the work without LBA providing construction review services; the owner agrees to indemnify and hold-harmless LBA and its consultants against any and all claims, damages, awards and costs of defense, which may arise out of the acts of others interpreting the design documents, making design or field changes to the documents, or the contractor performing work not in compliance with the intent of the design documents.

LaQuatra Bonci Associates, Inc.
95South Tenth Street
Pittsburgh, PA 15203
412-488-8822

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES
Parks Master Plan, Bentonville, AR

General Terms and Conditions (continued)

9. It is assumed that this contract/agreement includes all necessary services to complete the phases of work identified in the Proposal.
10. This Letter of Agreement may be terminated by either party with a thirty-day (30) written notice. In the event of termination, LBA shall be compensated for all rendered services through the date of termination for all fees and direct expenses incurred.
11. Limitation of Liability. LBA will not be responsible for any circumstances, acts, errors, omissions or events, of any type, beyond reasonable control including, without limitation, construction costs, the acts or failures to act of any governmental or judicial agency and the existence of hazardous waste of any type associated with the proposed project.

COMPENSATION

LaQuatra Bonci Associates, Inc. shall charge a fee for professional services rendered, based upon the project parameters outlined in the Proposal and the time dedicated to the project. Our professional fees are based on estimated man-hours or a lump sum fee as outlined in the proposal to complete the intended scope of work.

Professional Fees: To complete the described Scope of Work for the Project are \$157,260.00 and is based on hours expended and/or lump sum fee arrangement.

Reimbursable Expenses: Not to exceed \$33,000.00 without authorization.

Total Fee: \$190,260.00 includes Professional Fees plus reimbursable Expenses.

The Agreement is limited to the scope of services as outlined in the attached proposal. Additional work above the outlined scope of services will be performed in accordance with the following hourly rates. All extra service shall be approved in writing by the client/owner.

Rate Schedule

PARTNER	\$200.00 per hour
PRINCIPAL	\$175.00 per hour
SENIOR ASSOCIATE/ PROJECT MANAGER	\$150.00 per hour
STAFF LA 1	\$125.00 per hour
STAFF LA 2	\$100.00 per hour
CLERICAL	\$50.00 per hour

The client shall pay LaQuatra Bonci Associates, Inc. for the services as outlined in this Letter of Agreement and attached Proposal and the estimated Reimbursable expenses.

The client shall be invoiced on a monthly basis and are thirty (30) days after receipt. The client agrees to pay 1.5% interest per month on any outstanding invoices of more than 30 days from original date of invoice.

LaQuatra Bonci Associates, Inc
95 South Tenth Street
Pittsburgh, PA 15203
412-488-8822

PAGE 2 OF 3

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES
Parks Master Plan, Bentonville, AR

AUTHORIZATION

LaQuatra Bonci Associates, Inc. and (client entity) agree to the above terms, made this date and as authorized below.

Bentonville Parks and Recreation

Name and Title

Date



LaQuatra Bonci Associates, Inc.

FREDERICK P. BONCI, PCL

Name and Title

10/20/2016

Date

Attachments: Proposal and Detailed Scope of Services; Fee Chart

LBA/Agreement/Project/Job/CP/Contract

LaQuatra Bonci Associates, Inc
95 South Tenth Street
Pittsburgh, PA 15203
412-488-8822

PAGE 3 OF 3

Bentonville Parks Strategic Plan
Revised Scope of Work and Fee Proposal
February 8, 2016

The following is a by phase breakdown of the compensation required by LaQuatra Bonci Associates and ETM Associates for the completion of the master plan as outlined above

	LaQuatra Bonci Associates	ETM Associates	Totals
Part 1: Visioning, Evaluation and Assessment	\$20,220.00	\$4,500.00	\$24,720.00
Part 2: Work Session 1 - Surveys, Programming, Master Planning Charrette	\$19,040.00	\$6,920.00	\$25,960.00
Part 3: Plan Alternatives and Testing of Ideas	\$22,230.00	\$6,615.00	\$28,845.00
Part 4: Work Session 2 - Preferred Plan Development	\$16,800.00	\$6,615.00	\$23,415.00
Part 4: Final Master Plan Report, Final Presentation	<u>\$42,240.00</u>	<u>\$12,080.00</u>	<u>\$54,320.00</u>
Total Fees	\$120,530.00	\$36,730.00	\$157,260.00
Estimated Reimbursable Expenses	<u>\$25,500.00</u>	<u>\$7,500.00</u>	<u>\$33,000.00</u>
Total Fees and Expenses	\$146,030.00	\$44,230.00	\$190,260.00

Notes:

- Includes 5 trips to Bentonville for LBA and 4 trips for ETM Associates.
- Attendance at Work Sessions will be five people from LBA, including Frederick R. Bonci, Principal-in-Charge, Joe Hackett, Managing Principal, Jeremy Brown, Project Landscape Architect, Vanessa Trovato, Project Landscape Architect; and John Zanetta, our illustrator. Tim Marshall will attend the Work Sessions from ETM Associates.
- Reimbursable Expenses will be billed at cost for project related travel, reproductions, printing, and supplies.
- Invoices will be submitted monthly showing man-hours spent and hourly rates for LBA.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AGREEMENT WITH
LAQUANTRA BONCI FOR PROFESSIONAL SERVICES
ASSOCIATED WITH A PARKS AND RECREATION
MASTER PLAN.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF BENTONVILLE, ARKANSAS.**

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with LaQuantra Bonci, in the amount of \$190,260.00 to create a 10 Year Parks and Recreation Master Plan for the City of Bentonville, as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this ____ day of _____, 2016.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Community Development
Planning Commission Meeting Room**

**Monday, November 7, 2016 6:00 p.m.
305 SW "A" Street**

**Regular City Council Meeting
Community Development
Planning Commission Meeting Room**

**Tuesday, November 8, 2016 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: October 25, 2016**

AGENDA

1. Informational Item – Certificate of recognition presentation.
2. Planning:
 - 2a. **Lot Split: Lots 42 and 43 Fountain Plaza; Dynamic Development, Inc.; 500 Southeast Plaza Avenue; C-2, General Commercial.**

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a lot split that will create two new lots from one existing lot. The new lots will be known as Lot 42 (0.92 acres) and Lot 43 (2.02 acres) of Fountain Plaza Subdivision.

- 2b. **Lot Split: Lot 14, Block 3 Lincoln Rice Addition; Craig Smith; 805 East Central Avenue; R-1, Single Family Residential.**

The Planning Commission voted 5-0, recommending approval.

The applicant has submitted a lot split that will create one new lot from all of existing lot 10 and the west 25' of existing lot 11. The new lot will be known as Lot 14 (0.26 acres), Block 3 of Lincoln & Rice Addition.

- 2c. **Rezoning: Aurora Partners and Thrilled Land Investments; 8936 South Morningstar Road; Rezoning from A-1, Agricultural to R-1, Single Family Residential.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The R-1, Single Family Residential zoning is an appropriate zoning district for this designation.

- 2d. **Rezoning: PBR Holdings, LLC; Southwest 4th Street and Southwest C Street; Rezoning from R-1, Single Family Residential to R-C2, Central Residential Moderate Density.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Mixed Use Residential (DMUR). The R-C2, Central Residential - Moderate Density zoning is an appropriate zoning district for this designation.

- 2e. **Rezoning: Rainbow Real Estate, LLC; 3604 Northwest Frontage Road and 3605 Northwest Wishing Springs Road; Rezoning from A-1, Agricultural to C-2, General Commercial.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Commercial (C). The C-2, General Commercial zoning is an appropriate zoning district for this designation.

- 2f. **Rezoning: Stearman Revocable Trust; 601 Southwest Regional Airport Road; Rezoning from PUD, Planned Unit Development to C-1, Neighborhood Commercial.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Mixed Use (MU). The C-1, Neighborhood Commercial zoning is an appropriate zoning district for this designation.

- 2g. **Rezoning: Black Apple Creek, LLC; Northwest C Street and Trails End Lane; Rezoning from R-1, Single Family Residential to PRD, Planned Residential Development.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The PRD, Planned Residential Development zoning is an appropriate zoning district for this designation. The applicant is proposing a maximum

density of 3.27 units per acre. The low density residential designation recommends 1-6 units per acre. The density is consistent with surrounding residential neighborhoods.

3. Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Universal Field Services, Inc. for Right-of-Way and Easement acquisition on the Hwy 71B/12th/Tiger Blvd. intersection improvements project in an amount not to exceed \$129,884.00. See attached memo, contract, and supporting documents.
4. Award Bid #16-34 to Del/Shu Construction in the amount of \$3,428,550.98 for relocation of water and sewer services and the construction of pedestrian tunnels on the 8th St. project (AHTD 090377). See attached memo, letter of recommendation to award bid, letter from Walton Family Foundation, and bid tabulation.
- 5a. Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended Utility Agreement with the Arkansas State Highway Commission for construction of water line relocations associated with AHTD Project No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72. This amendment acknowledges the addition of construction services and engineer's construction cost estimate for the project.
- 5b. Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amended professional services agreement with Garver in an amount not to exceed \$52,400.00 for engineering services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Improvements, Hwy 62/102 - Hwy 72. This contract amendment adds \$12,350.00 for construction period services. This contract qualifies for reimbursement per AHTD's Utility Accommodation Policy.
- 5c. Budget Adjustment to front costs for amended Garver contract for construction services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. CA0902 - Interstate 49 Widening and Interchange Improvements, Hwy 62/102 - Hwy 72.
6. Recommend Mayor and City Council award bid #16-53 for 1/0 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$89,910.00.
7. City Council approval of a budget adjustment in the amount of \$67,000.00 to recognize funds from the Advertising and Promotions Commission for new restroom facility at Slaughter Pen Mountain Bike Park.
- 8a. City Council approval of a budget adjustment, in the amount of \$440,000.00 and accepting a grant from the Walton Family Foundation for the design and right-of-way acquisition for a re-route of the Razorback Greenway.

- 8b. City council approval of a Resolution allowing the Mayor and City Clerk to enter into an agreement with Alta Planning and Design for engineering, design and acquisition services for the HWY 102 Pedestrian Tunnel/Razorback Greenway re-alignment project. The cost of this contract will be \$440,000.00 which is from a Walton Family Foundation Grant; please see memo attached to the grant award.
- 9a. City Council approval of a bid award, in the amount of \$503,851.00 to Pick-It Construction, for the renovation of the pool house at the Melvin Ford Aquatic Center.
- 9b. City Council approval of a budget adjustment, in the amount of \$516,000.00 to fund the renovation of the pool house at the Melvin Ford Aquatic Center.
- 10. City Council approval of a contract amendment with Crafton Tull, in the amount of \$12,000.00 to allow for construction observation for the Melvin Ford Aquatic Center.
- 11. City Council approval of a resolution, authorizing the Mayor and City Clerk enter into an agreement with LaQuantra Bonci, in the amount of \$190,260.00 to create a 10 Year Parks and Recreation Master Plan for the City of Bentonville.
- 12. Budget Discussion.