

1. Agenda

Documents:

[JANUARY 24, 2017 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[JANUARY 24, 2017 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, January 24, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, January 24, 2017 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: January 10, 2016**

AGENDA

1. Planning:

1a. **Property Line Adjustment: Lots 8 & 9, Loeshe Subdivision;
Wedekind Properties; 701 Northwest 8th Street; R-1, Single Family
Residential.**

(Pages 8-11)

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment creating two (2) new lots by adjusting the common lot line of two (2) existing lots. The new lots will be known as Lot 8 (0.43 acres) and Lot 9 (0.33 acres) of Loeshe Subdivision. Per the requirements of the current Master Street Plan, additional right-of-way is being dedicated along Northwest 8th Street and Bella Vista Road. Both new lots will have access to public utilities and a public street. No additional ingress/egress pints shall be permitted onto Bella Vista Road.

1b. **Rezoning: Cate Family, LLC; 1303 Southwest 'B' Street; Rezoning
from R-1, Single Family Residential to R-O, Residential Office.**

(Pages 12-15)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Low-Density Residential (D-LDR). The R-O, Residential Office zoning is an appropriate zoning district for this designation.

- 1c. **Rezoning: Rohit Dharmadhikari; 1203 & 1205 Southeast 33rd Street; Rezoning from A-1, Agricultural to R-1, Single Family Residential.**

(Pages 16-20)

The Planning Commission voted 7-0, recommending approval.

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

- 1d. **Rezoning: Honey Creek Land & Cattle; Southeast 34th Street & Southeast 'C' Street; Rezoning from C-2, General Commercial to R-4, High Density Residential.**

(Pages 21-24)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as High Density Residential (HDR). The R-4, High Density Residential zoning is an appropriate zoning district for this designation. Policy LU-23, Housing Types, within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of its residents throughout their lives. The proposed high density residential development will help to create additional density and reduce the impact on the city's infrastructure by utilizing existing public utilities and traffic networks.

- 1e. **Rezoning: MSB Holdings, LLC; 431 Southwest 'B' Street; Rezoning from R-1, Single Family Residential to DC, Downtown Core.**

(Pages 25-28)

The Planning Commission voted 7-0, recommending approval.

The intent of the Downtown Core zoning district is to expand the pedestrian oriented character of the town square while providing retail and entertainment venues. Small and large office and commercial uses should be provided to support the medium and high-density residential uses. The DC, Downtown Core zoning district promotes a mix of commercial and residential uses that are separated both horizontally and vertically. The rezoning request is consistent with the policies and objectives of the Land Use plan.

- 1f. **Rezoning: Roth Family Partnership, VGP, LLC, Marvin & Becky Cawthon; 905, 907, & 909 North Main Street; Rezoning from R-1, Single Family Residential and RC-2, Central Residential-Moderate Density to DN-2, Downtown Medium-Density Residential.**

(Pages 29-33)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation.

- 1g. **Rezoning: Kyle & Melissa Sanders; Northwest 3rd Street; Rezoning from A-1, Agricultural to R-1, Single Family Residential.** (Pages 34-37)

The Planning Commission voted 7-0, recommending approval.

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

2. **Issue Resolved:** Public hearing to approve a resolution condemning a structure and approval for removal of said structure located at 1204 Northeast Fillmore Street. (Pages 38-40)
3. City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into a professional services contract with Boyette Strategic Advisors (BSA), in an amount not to exceed \$35,000.00 to provide support and counsel in implementing the recommendations contained in the Bentonville Blueprint, the City's Five Year Strategic Plan for Economic Development adopted by City Council on January 27, 2015 and waiving the requirement for competitive bidding. (Pages 41-46)
4. A resolution setting a Public Hearing for February 14, 2017 for an Alley ROW Vacation requested by HFA Creative Solutions between Lot 14 & 15 Block 1 of Smartt's Addition and Tract 1 of Depot Addition. (Pages 47-50)
5. An ordinance authorizing the Mayor and City Council to enter into an agreement with Admiral Moving Service, Inc. and waiving the requirements of competitive bidding to relocate the Inventory Warehouse, Electric Dept. and Street Dept. during the move to the new Utility Complex in 2017 in the amount of \$166,940.00. (Pages 51-72)
6. Staff recommends Council approval of a resolution authorizing the Mayor to enter into a Real Estate Agreement with Matthew K. Pabst and Stacie K. Pabst to sale a 0.10 AC strip of property located adjacent to SW Cherry St. in Oxford Ridge Subdivision in the amount of \$5,000.00. (Pages 73-95)
7. Request for a waiver of bid to allow for the purchase of Patrol Uniforms from Cruse Uniforms in Springdale, Arkansas. The 2017 Budget total budget allotment for Police Department Uniform Supplies is \$106,700.00. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Bomb Squad Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000.00 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. The department currently uses Cruse Equipment in Springdale for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next

closest similar provider is located in Carthage, MO. This waiver of bid would not exceed the budgeted amount and duplicates last year's (2016) waiver.

(Pages 96-98)

8. Approve Animal Services Contract with the City of Rogers. **(Pages 99-103)**
9. Request City Council approve the attached change to the City's Personnel Policy (shown in **BOLD**), Chapter 8, Section 8.6.1.referring to payment of educational expenses related to "Advanced Degrees" (Masters degrees, P.E. Certifications, and CPA Certifications. **(Pages 104-106)**
10. Approve budget adjustment and scholarship payment from the Arkansas State Library to Courtney Fitzgerald. Fitzgerald is a graduate student, employed by Bentonville Public Library, who was awarded funds to assist with the expense of her library degree. The budget adjustment includes scholarship funds for the fall 2016 semester and the 2017 academic year. **(Pages 107-110)**
11. Council approval of Mayor Bob McCaslin's recommendation to appoint Betsy Batey to the Library Advisory Board. **(Pages 111-113)**
12. Award Bid #16-05 to J. Johnson Construction Company, Inc. for the construction of the Elm Tree/Hwy 72 Intersection Improvements project in the amount of \$943,158.75. See attached memo, letter of recommendation, and bid tabulation from Sandcreek Engineers. **(Pages 114-120)**
- 13a. City Council approval of a Resolution allowing the Mayor to enter into an agreement with CEI Engineering Associates, Inc. for engineering and design services for AHTD Job # 090473 HWY 102/SW "I" St. Inters. Improvements (Bentonville) (S), commonly known as SW "I" Street Right Turn Lane. The cost of this contract will be \$134,044.00. **(Pages 121-255)**
- 13b. Council approval of a budget adjustment in the amount of \$9044.00 to help fund the design of AHTD Job # 090473, SW I Street Right Turn Lane. Currently the City of Bentonville has in place an Agreement of Understanding (Resolution # 5-24-16C) with AHTD for an 80/20 cost share for this project. The cost of this budget adjustment will come from the Four Lane Sales Tax. **(Pages 256-257)**
14. Fire Department Staff is recommending Council's approval to increase the fire departments vehicle count by three. **(Pages 258-259)**
15. City Council approval of an ordinance to waive competitive bidding bid award to Johnson Controls for preventative maintenance services at the Bentonville Community Center. **(Pages 260-282)**
- 16a. Staff recommends approval of Change Order #1 and Final Reconciliation for Crossland Heavy Contractors for a total increase of \$7,888.00 and an additional 7 calendar days for the McKissic Lift Station Headworks Improvement Project. This final change order increases the contract from \$393,000.00 to \$400,888.00. The increase is for additional rock excavation encountered during construction. **(Pages 283-285)**

- 16b. Budget Adjustment to cover increased cost of Change Order #1 for additional rock excavation for the McKissic Lift Station Headworks Improvement Project in the amount of \$7,888.00. **(Pages 286-287)**
17. State of the City Report – Mayor Bob McCaslin.



City Council Agenda Items

For City Council meeting of January 24, 2017

From the January 17, 2017 Planning Commission meeting

Property Line Adjustment: Lots 8 & 9, Loeshe Subdivision; Wedekind Properties; 701 Northwest 8th Street; R-1, Single Family Residential.

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment creating two (2) new lots by adjusting the common lot line of two (2) existing lots. The new lots will be known as Lot 8 (0.43 acres) and Lot 9 (0.33 acres) of Loeshe Subdivision. Per the requirements of the current Master Street Plan, additional right-of-way is being dedicated along Northwest 8th Street and Bella Vista Road. Both new lot swill have access to public utilities and a public street. No additional ingress/egress pints shall be permitted onto Bella Vista Road.

Rezoning: Cate Family, LLC; 1303 Southwest 'B' Street; Rezoning from R-1, Single Family Residential to R-O, Residential Office.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Low-Density Residential (D-LDR). The R-O, Residential Office zoning is an appropriate zoning district for this designation.

Rezoning: Rohit Dharmadhikari; 1203 & 1205 Southeast 33rd Street; Rezoning from A-1, Agricultural to R-1, Single Family Residential.

The Planning Commission voted 7-0, recommending approval.

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

Rezoning: Honey Creek Land & Cattle; Southeast 34th Street & Southeast 'C' Street; Rezoning from C-2, General Commercial to R-4, High Density Residential.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as High Density Residential (HDR). The R-4, High Density Residential zoning is an appropriate zoning district for this designation. Policy LU-23, Housing Types, within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of its residents throughout their lives. The proposed high density residential development will

help to create additional density and reduce the impact on the city's infrastructure by utilizing existing public utilities and traffic networks.

Rezoning: MSB Holdings, LLC; 431 Southwest 'B' Street; Rezoning from R-1, Single Family Residential to DC, Downtown Core.

The Planning Commission voted 7-0, recommending approval.

The intent of the Downtown Core zoning district is to expand the pedestrian oriented character of the town square while providing retail and entertainment venues. Small and large office and commercial uses should be provided to support the medium and high-density residential uses. The DC, Downtown Core zoning district promotes a mix of commercial and residential uses that are separated both horizontally and vertically. The rezoning request is consistent with the policies and objectives of the Land Use plan.

Rezoning: Roth Family Partnership, VGP, LLC, Marvin & Becky Cawthon; 905, 907, & 909 North Main Street; Rezoning from R-1, Single Family Residential and RC-2, Central Residential-Moderate Density to DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation.

Rezoning: Kyle & Melissa Sanders; Northwest 3rd Street; Rezoning from A-1, Agricultural to R-1, Single Family Residential.

The Planning Commission voted 7-0, recommending approval.

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



PROPERTY LINE ADJUSTMENT STAFF REPORT

Lots 8 & 9 Loeshe

Subdivision

701 Northwest 8th Street

PC Date: 1/17/2017

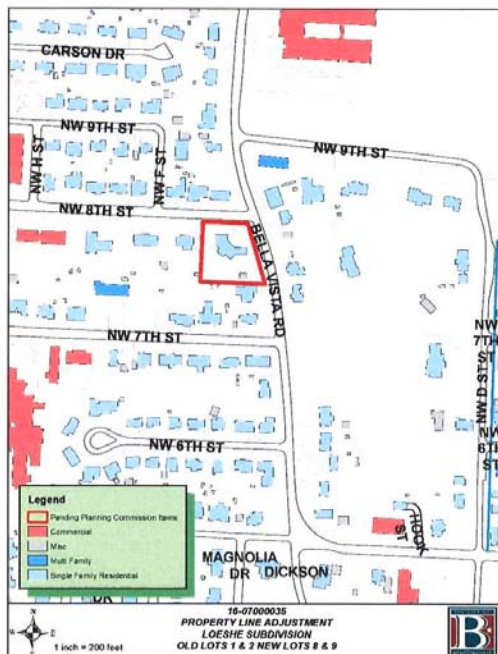
Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-07000035
Applicant / Current Owner	Wedekind Properties, LLC 74 Eddleston Drive Bella Vista, AR 72715
Site Area	0.76 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Downtown Low-Density Residential (D-LDR)

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

Location Map



Property Description

The property is the location of an existing single-family home in an established low-density single-family neighborhood.

Project Details

The applicant has submitted a property line adjustment creating two (2) new lots by adjusting the common lot line of two (2) existing lots. The new lots will be known as Lot 8 (0.43 acres) and Lot 9 (0.33 acres) of Loeshe Subdivision. Per the requirements of the current Master Street Plan, additional right-of-way is being dedicated along Northwest 8th Street and Bella Vista Road. Both new lots will have access to public utilities and a public street. No additional ingress/egress points shall be permitted onto Bella Vista Road.

Utility Infrastructure

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

Drainage Report

A drainage report is not required for this property line adjustment.

Waivers

No waivers requested.

Standard Conditions of Approval

1. Provide digital copy of the plat.
2. Address all technical review comments before requesting a building permit.
3. No additional ingress/egress points (curb cuts) shall be permitted on Bella Vista Road.

Conclusion

This property line adjustment does meet the minimum requirements of the subdivision regulations.

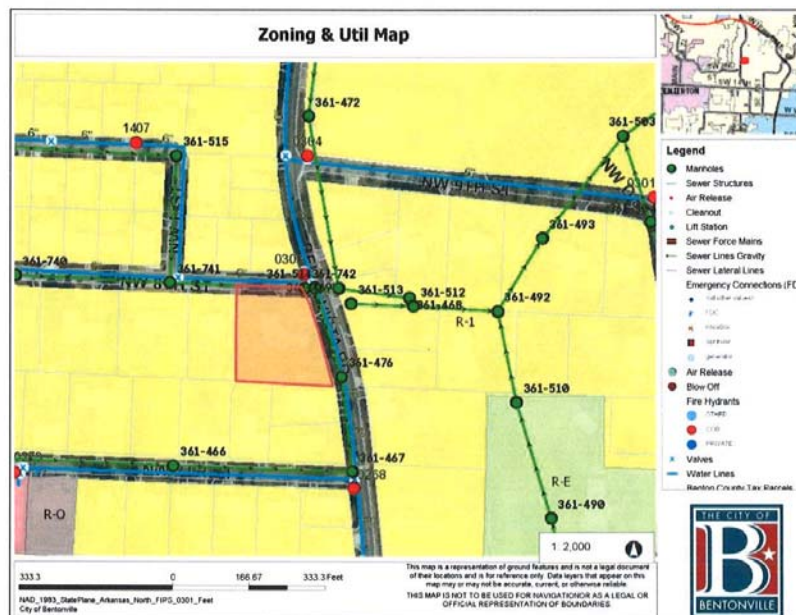
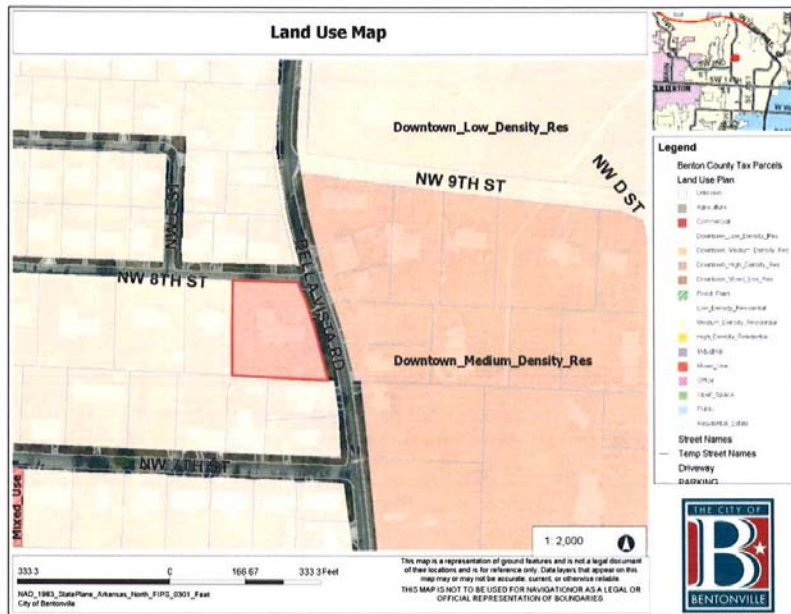
Recommendation

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

NOTES

- **Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.

PROPERTY LINE ADJUSTMENT STAFF REPORT



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF
LOTS 8 & 9, LOESHE SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lots 8 & 9, Loeshe Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 17, 2017; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the property line adjustment Lots 8 & 9, Loeshe 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 property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



Cate Family, LLC

1303 Southwest 'B' Street

PC Date: 1/17/2017

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-09000044
Applicant / Current Owner	Cate Family, LLC 1308 Rainbow Road Rogers, AR 72758
Site Area	0.18 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	R-O, Residential Office
Future Land Use Map Designation	Downtown Low-Density Residential (D-LDR)

Property Description

This property is the location of an existing single family home in an established single family neighborhood located adjacent to commercial property and near an arterial road.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property has direct access to a local street and is situated near an arterial street. Both streets will provide adequate opportunities for ingress and egress to the property.

Utility Infrastructure

Per the city GIS website, public water and sewer is available at this location.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Downtown Low-Density Residential (D-LDR). The R-O, Residential Office zoning is an appropriate zoning district for this designation.

Conclusion

The R-O, Residential Office zoning designation will establish a transition area where the continuation of residential activities to the north is no longer practical nor compatible with the commercial uses to the south, east and west of the subject property.

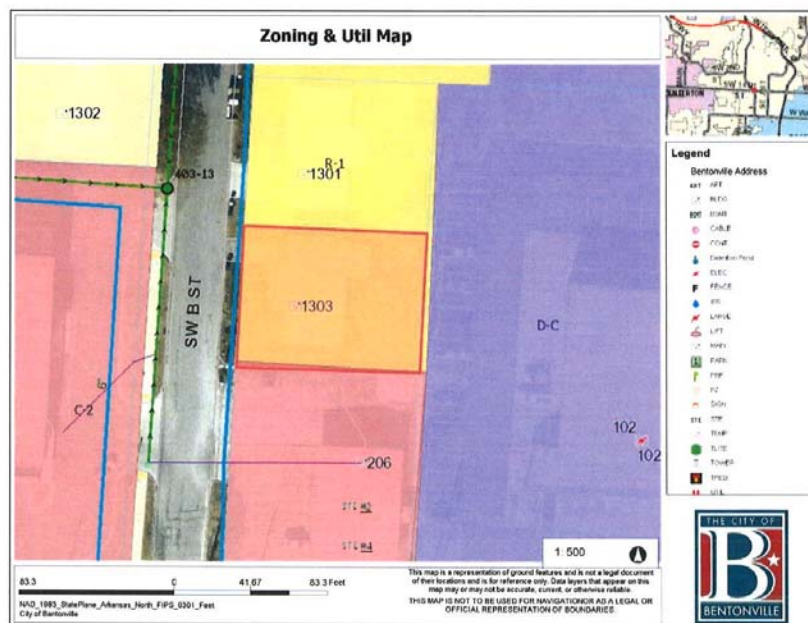
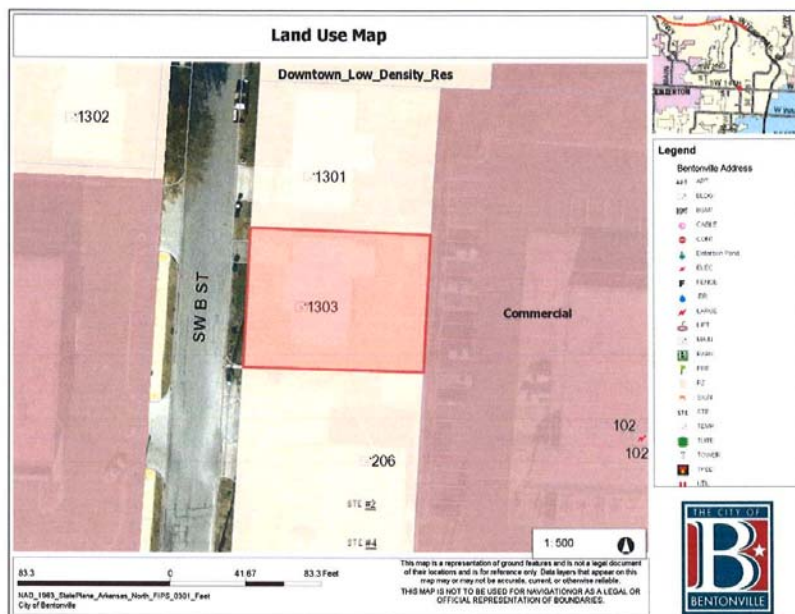
Recommendation

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

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

Location Map





Narrative:

- It is currently residential and we would like to have it rezoned to R-O. We own the house and have been renting it for about \$800 a month. We have had a bad experience with renters and are having to do a lot of work on it after they move out because they tear it up. We are going to update it, so we can rent as Office Space or be able to increase the rent and hopefully get better quality renters.
- Reason to rezone it - would like to have the option for Office Space or a rental house
- How it relates to surrounding properties - It is surrounded by commercial on 3 sides and residential on one. It will still look like a house, but could be rented as a house or office space
- Use – Rental property
- Traffic – Moderate
- Signage – Monument sign
- Appearance – Updating and remodeling to be a more appealing structure
- City Water and Sewer are available

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-O, RESIDENTIAL
OFFICE.**

WHEREAS, Cate Family, 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-O, Residential Office to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 3, Block 4, Razorback Addition, Bentonville, Benton County, Arkansas, as
shown on Plat record "D" at page 1 and in plat record "G" at page 187.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 17, 2017 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-O, Residential Office.

**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-O, Residential Office to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Dharmadhikari

1203 & 1205 Southeast 33rd Street

PC Date: 1/17/2017

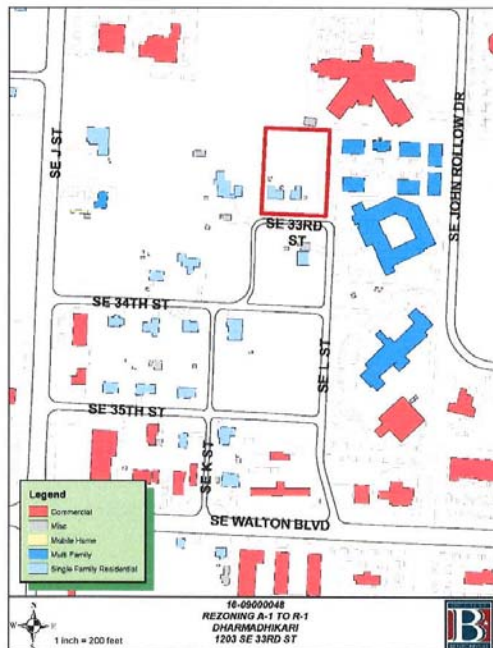
Recommendation: In Report

Reviewer: Jon Stanley, Planner

Project Number	16-09000048
Applicant / Current Owner	Rohit Dharmadhikari 2308 Southwest Penny Lane Bentonville, AR 72712
Site Area	1.41 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-1, Single Family Residential
Future Land Use Map Designation	High Density Residential (HDR)

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

Location Map



Property Description

This property is the location of a vacant undeveloped parcel in an established medium and high-density residential neighborhood.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property has direct access to a local street that will provide adequate opportunities for ingress and egress to the property.

Utility Infrastructure

Per the city GIS website, public water and sewer are both available at this location.

Relationship to the General Plan

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

Conclusion

The R-1, Single Family Residential zoning designation supports Policy LU-23, Housing Types, within the General Plan, which states "the City should encourage the development of a mix of housing types to the meet the needs of its residents...". This rezoning request is consistent with good land use planning, the General Plan and the Future Land Use Map and will meet the intent of the policy.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends this item be tabled after the public hearing is held, due to inadequate public notification.

To: Planning Commission

Re: Rezoning request

Owner: Rohit Dharmadhikari

Request to rezone property, 1203 SE 33rd Street Bentonville, Arkansas.
Parcel No 01-00146-000,

We are requesting the property to be rezoned from A-1 Agricultural to R-1 Single Family Residential.

Zoning change requested to allow for conditional use permit for home occupational business.

The Property that joins to the West and South is zoned A-1, Property to the North is zoned C-2 and Property to the East is zoned R-3.

If approved for the rezone and conditional use application, the property will be a single-family residence with a home occupational business.

Traffic would be minimal, based on zoning ordinances and maximum occupancy.

Signage will conform to the ordinance for home occupation conditional use.

The appearance of the new home will be aesthetically the same as new homes within area.

Water and sewer will be connected to the city water and sewer as per the development plans.

ORDINANCE NO. _____

**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.**

WHEREAS, Rohit Dharmadhikari 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 R-1, Single Family Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Commencing at an existing iron pin marking the Northeast Corner of Plot "A" of Twin City Heights as per plat E-32 filed for record June 11, 1963, said point being the intersection of the East right of way line of SE "K" Street and the South right of way line of SE 33rd Street. Thence North 01 degrees 45 minutes 11 seconds East, 40.00 feet to an existing iron pin on the North right of way line of SE 33rd Street and the Point of Beginning. Thence leaving said right of way line, North 02 degrees 42 minutes 16 seconds East, 285.94 feet to an existing iron pin. Thence South 87 degrees 58 minutes 51 seconds East, 216.16 feet to an existing rebar marking the Northwest Corner of Tract "A" of Osage Place. Thence along the West line of said Tract "A", South 02 degrees 41 minutes 28 seconds West, 287.13 feet to an existing iron pin on the North right of way line of SE 33rd Street. Thence along said right of way line, North 87 degrees 39 minutes 52 seconds West, 216.21 feet to the Point of Beginning, containing 1.42 acres and subject to any Easements of Record.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 17, 2017 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 _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Honey Creek Land & Cattle, LLC

Southeast 34th Street & Southeast 'C' Street

PC Date: 1/17/2017

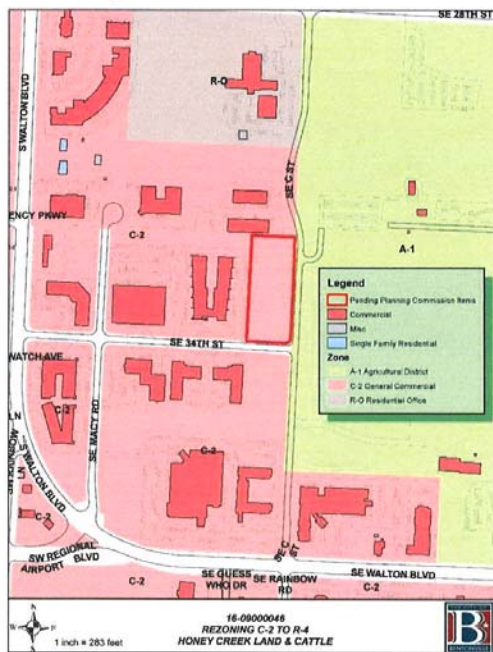
Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-09000046
Applicant / Current Owner	Honey Creek Land & Cattle, LLC PO Box 304 Bentonville, AR 72712
Site Area	2.04 acres
Current Zoning	C-2, General Commercial
Requested Zoning	R-4, High Density Residential
Future Land Use Map Designation	High Density Residential (HDR)

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

Location Map



Property Description

This property is vacant and adjacent to an established commercial subdivision and near Phillips Park.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property is situated on a corner and is bordered by a local street to the south and a collector street to the west. These two streets will provide adequate options for ingress and egress. The close proximity to employment centers will further reduce the impact on the city's transportation network.

Utility Infrastructure

Per the city GIS website, public water and sewer are available at this location.

Relationship to the General Plan

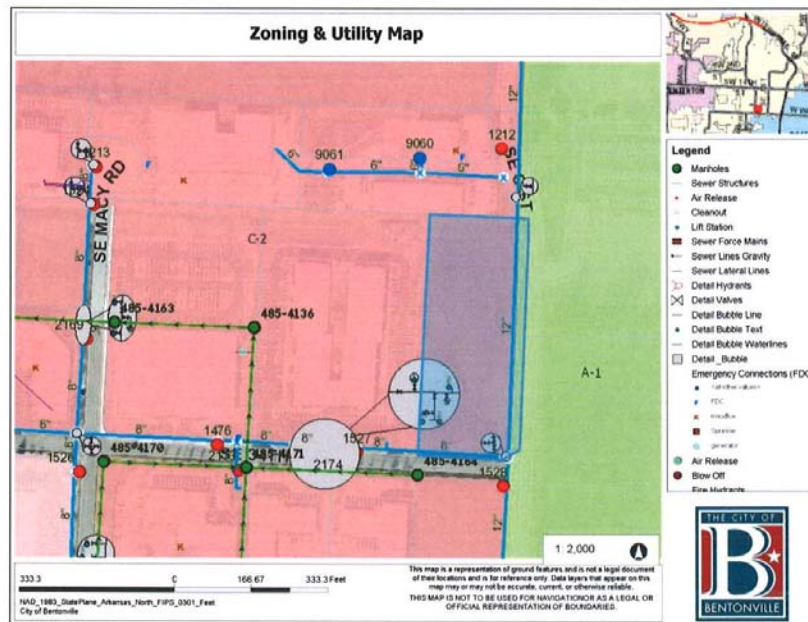
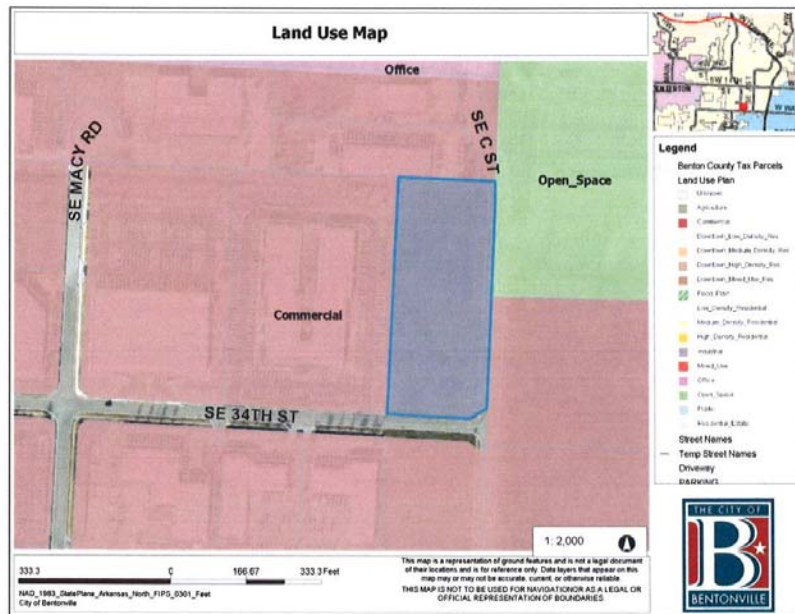
The Future Land Use Plan depicts this property as High Density Residential (HDR). The R-4, High Density Residential zoning is an appropriate zoning district for this designation. Policy LU-23, Housing Types, within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of its residents throughout their lives. The proposed high density residential development will help to create additional density and reduce the impact on the city's infrastructure by utilizing existing public utilities and traffic networks.

Conclusion

The requested zoning designation of R-4, High Density Residential is located where a local street and a collector street intersect. Additional residential units in the area will provide an opportunity for residents to live and work within the same area of the city. There are several ingress/egress opportunities that can be utilized in the development of the property that will help to facilitate traffic flow and reduce traffic congestion. Public utilities are readily available to the property.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval of this rezoning request from C-2, General Commercial to R-4, High Density Residential.





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.celeng.com

December 12, 2016

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

RE: Honey Creek rezoning application

Dear Planning Commission:

Please accept this letter as a formal request by Dan Dykema, owner of Honey Creek Land & Cattle, LLC., to rezone approximately 2.4 acres of property along the west side of SW "C" Street north of SW 34th Street. The property is currently zoned C-2 Commercial with a requested zoning of R-4 High Density Residential. The rezoning request is consistent with the proposed amendment to the city's master plan for this area which promotes pockets of high density residential areas near commercial areas to encourage living and working in proximity. See the attached exhibit and legal descriptions for depiction of the property.

The applicant proposes to rezone the property for the purpose of constructing new living units fronting SW "C" Street, opposite Phillips Park. The proposed development will add driveways on SW "C" Street and SW 34th Street based on the access management standards to serve the development. Public water and sewer are available to the property and will be extended through the interior of the property as needed to serve the proposed development.

Traffic generated by this development will utilize the existing city infrastructure which has been constructed to the master street plan standard. 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
C-2, GENERAL COMMERCIAL TO R-4, HIGH DENSITY
RESIDENTIAL.**

WHEREAS, Honey Creek Land & Cattle, 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 C-2, General Commercial to R-4, High Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

All of Lot 5 of the Final Plat of 71 Business Center, Plat Record 2003 64 and all
of Lot 3 of the Final Plat of 71 Business Center Phase 2 in Bentonville, Benton
County, Arkansas

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 17, 2017 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 C-2, General Commercial to R-4, High Density 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 C-2, General Commercial to R-4, High Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



MSB Holdings, LLC

431 Southwest 'B' Street

PC Date: 1/17/2017

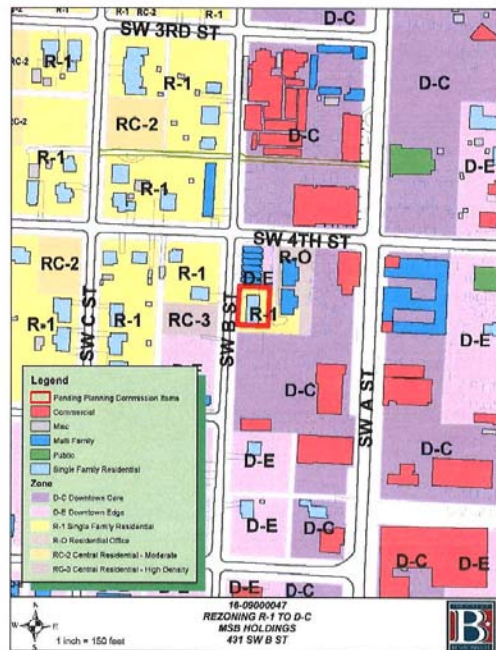
Recommendation: In Report

Reviewer: Jon Stanley, Planner

Project Number	16-09000047
Applicant / Current Owner	MSB Holdings, LLC 224 North Main Street Bentonville, AR 72712
Site Area	0.17 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DC, Downtown Core
Future Land Use Map Designation	Downtown Medium-Density Residential (D-MDR)

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

Location Map



Property Description

This property is the location an existing single family home in a rapidly redeveloping mixed-use and medium density residential neighborhood in the downtown area.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property has adequate access to a public street.

Utility Infrastructure

Per the city GIS website, public water and sewer are available at this location.

Relationship to the General Plan

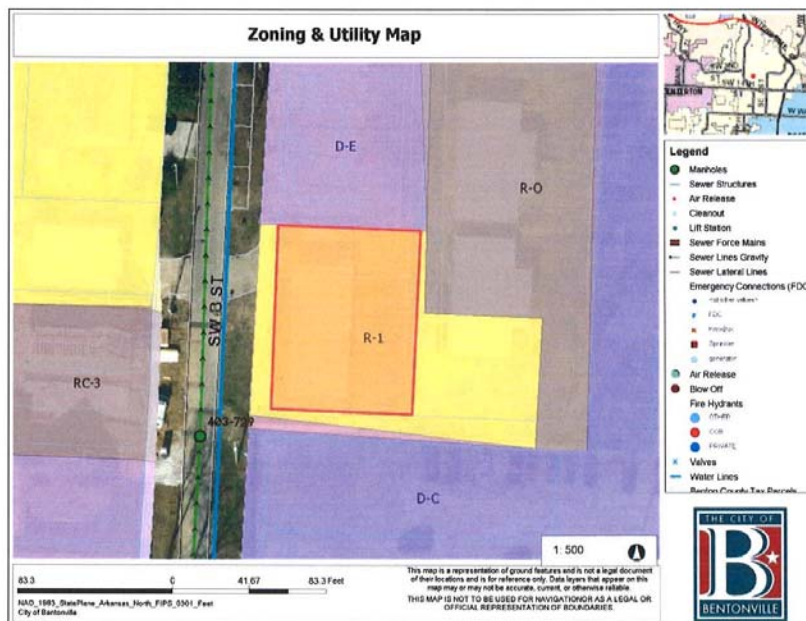
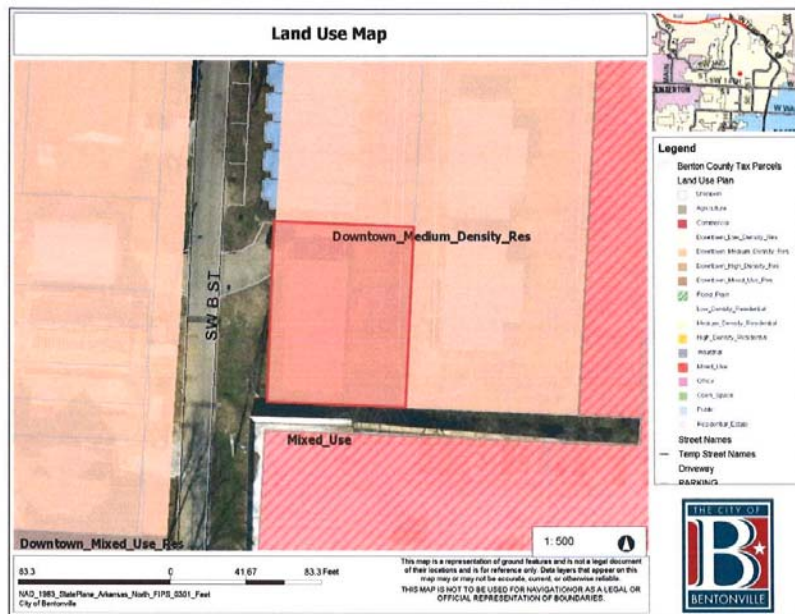
The intent of the Downtown Core zoning district is to expand the pedestrian oriented character of the town square while providing retail and entertainment venues. Small and large office and commercial uses should be provided to support the medium and high-density residential uses. The DC, Downtown Core zoning district promotes a mix of commercial and residential uses that are separated both horizontally and vertically. The rezoning request is consistent with the policies and objectives of the Land Use plan.

Conclusion

The DC, Downtown Core zoning designation is consistent with adjacent properties in this area of downtown. The General Plan encourages a mix of uses in the downtown area and specifically encourages a variety of residential, office and commercial uses in close proximity to the downtown square.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends this item be tabled after the public hearing is held, due to inadequate public notification.



December 2, 2016

**Planning Department
City of Bentonville
305 SW A Street
Bentonville, AR 72712**

RE: Rezoning 431 SW B Street

The current zoning at 431 B Street is R-1 and this is a request to rezone to D-C in accordance with the existing land use plan for the property. The proposed rezone will allow for denser multifamily development. No signage is proposed for the property. The water, sewer and electric utilities along SW B Street will be used for service.

431 SW B will be a part of the ongoing redevelopment by Newell Development.

Newell Development focuses on developing a walkable lifestyle for all demographics, in hopes of fostering a generous and healthy quality of life. Newell Development is focused on downtown Bentonville because it is where and what many family, friends, and neighbors call "Home". We are committed to making this home a great place and community.

Jake Newell



ORDINANCE NO. _____

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

WHEREAS, MSB 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 DC, Downtown Core to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 16, Block 1, TJ Hollands Subdivision, Bentonville, Benton County,
Arkansas, as shown on Plat Book 2005 at page 597, being a Replat of lot 13, the
W1/2 of lot 12 and part of Lot 14, Block 1 of TJ Hollands Subdivision of Outlot
13 in the city of Bentonville, Arkansas

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 17, 2017 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 DC, Downtown Core.

**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 DC, Downtown Core to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



Roth Family Partnership, LLLP, VGP, LLC & Cawthon

905, 907 & 909 North Main Street

PC Date: 1/17/2017

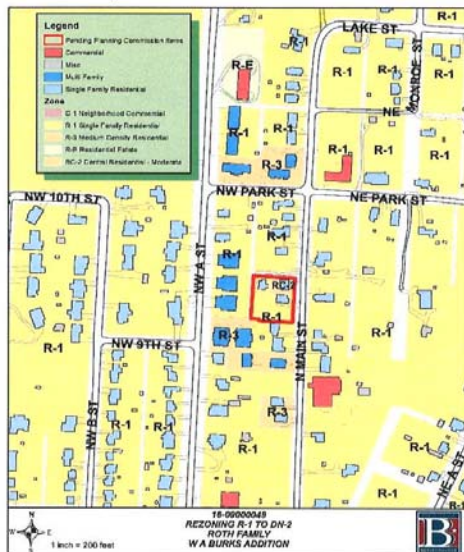
Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	16-09000049
Applicant / Current Owner	Roth Family Partnership, LLLP 6044 Southwest Regional Airport Blvd. Bentonville, AR 72712 VGP, LLC 6077 Southwest Regional Airport Blvd. Bentonville, AR 72712 Marvin & Becky Cawthon 907 North Main Street Bentonville, AR 72712
Site Area	0.60 acres
Current Zoning	R-1, Single Family Residential & R-C2, Central Residential-Moderate Density
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Downtown Medium-Density Residential (D-MDR)

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

Location Map



Property Description

This property is the location of 3 existing single-family homes in an established single-family neighborhood in the downtown area where infill development is beginning to occur.

Projected Traffic Impact

The proposed zoning designation will not adversely affect traffic in the area. The properties are located within the downtown area and the existing street grid and alley network will provide adequate options for ingress and egress.

Utility Infrastructure

Per the city GIS website, public water and sewer are available at these locations.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation.

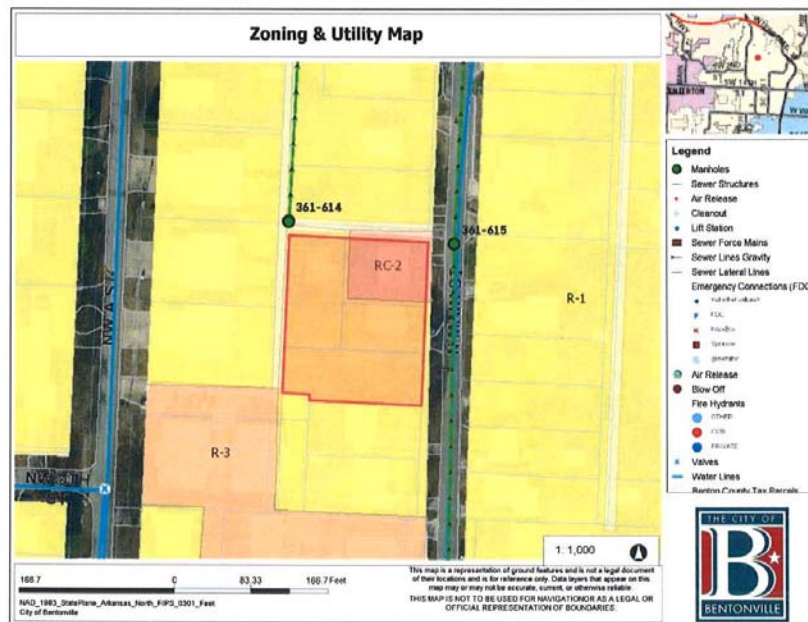
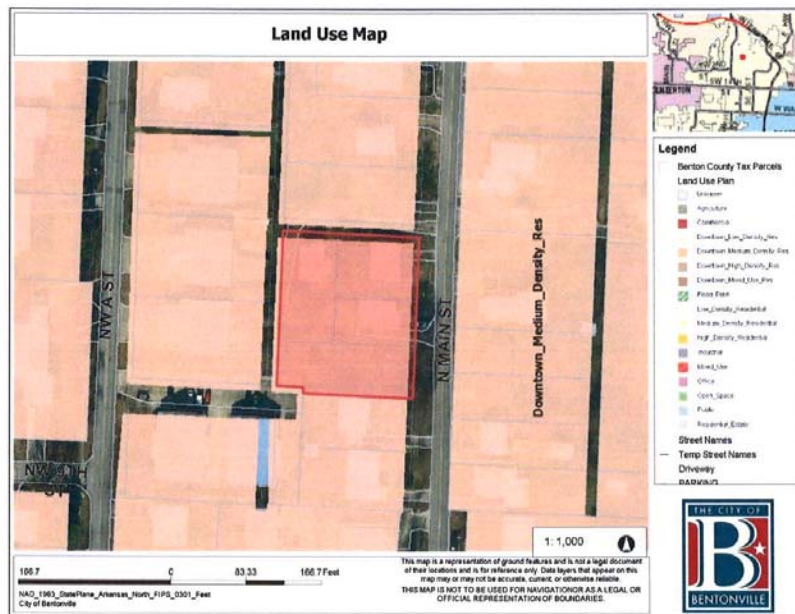
Conclusion

The DN-2, Downtown Medium-Density Residential zoning designation will offer additional housing options and additional single-family density in an established downtown neighborhood. The existing infrastructure in this area can support the slight increase in density and will allow small-lot single-family developments to occur.

Recommendation

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

REZONING STAFF REPORT





**Bates &
Associates, Inc.**

Civil Engineering & Surveying

7230 S Pleasant Ridge Dr. / Fayetteville, AR 72704

PH: 479-442-9350 * FAX: 479-521-9350

www.batesnwa.com

DECEMBER 7, 2016

PLANNING COMMISSION
CITY OF BENTONVILLE

Dear Commissioners,

Our client, Randy Roth, is requesting a rezoning on properties he owns at 905, 909, 909A North Main Street, and 907 North Main Street owned by Marvin and Becky Cawthon in Bentonville. The current zoning of 909A, 907, and 905 is R-1. The current zoning of 909 is RC-2. He would like to rezone all 4 parcels to DN-2 for the purpose of future single family development. If the rezoning request is approved, a property line adjustment survey would follow, adjusting 909, 909A, and 907 to all have street frontage along North Main Street. Currently, 909A is non-conforming, as it is accessed by a platted alley, and has no street frontage. 905 N. Main already has a new house on it, and the other 3 lots would eventually have new single family residences also, and be sold. Currently 909A, 909, and 907 have existing houses that would be demolished.

If rezoned, these properties would continue to be similar to the surrounding properties, which are a mix of single family and multifamily homes. There would not be a significant increase in traffic, as we are not proposing creating any new lots, and the properties would continue to be single family residences, as they are currently. No signage is proposed on these properties. As Mr. Roth has proven with other properties he has developed around the Bentonville area, very nice looking homes would be built that would improve the overall look of the neighborhood.

Water and sewer is available to all of these properties along North Main Street. There is a 6" PVC sewer main, and a 4" cast iron water main that would service any new developments.

Please see the attached Rezoning Exhibit for further information regarding this request, and contact Bates & Associates with any questions or concerns.

Sincerely,

Justin Reid

Bates & Associates, 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 DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

WHEREAS, Roth Family Partnership, LLC, VGP, LLC, and Marvin and Becky Cawthon 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 DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF LOTS 15, 16, 17, 18 AND LOT 16A, BEING A REPLAT OF PART OF LOTS 15 AND 16, ALL IN BLOCK 1 OF W.A. BURK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 18 AND RUNNING THENCE S86°30'20"E 149.88' TO AN EXISTING REBAR, THENCE S03°15'21"W 173.79' TO AN EXISTING REBAR, THENCE N86°43'00"W 120.42', THENCE N01°29'52"E 6.77', THENCE N86°09'54"W 28.45', THENCE N02°30'10"E 50.00' TO AN EXISTING REBAR, THENCE N03°11'14"E 117.31' TO THE POINT OF BEGINNING, CONTAINING 0.59 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 17, 2017 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 DN-2, Downtown Medium-Density 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 R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

Project Number	16-09000045
Applicant / Current Owner	Kyle & Melissa Sanders 403 Northwest 'O' Street Bentonville, AR 72712
Site Area	4.02 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Residential Estates (RE)

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property has direct access to a collector street that will provide adequate opportunities for ingress and egress to the property.

Utility Infrastructure

Per the city GIS website, public water is available at this location. Public sewer is not available at the time of this report.

Relationship to the General Plan

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

Conclusion

The R-1, Single Family Residential zoning designation supports Policy LU-23, Housing Types, within the General Plan, which states “the City should encourage the development of a mix of housing types to meet the needs of its residents...”. This rezoning request is consistent with good land use planning, the General Plan and the Future Land Use Map and will meet the intent of the policy.

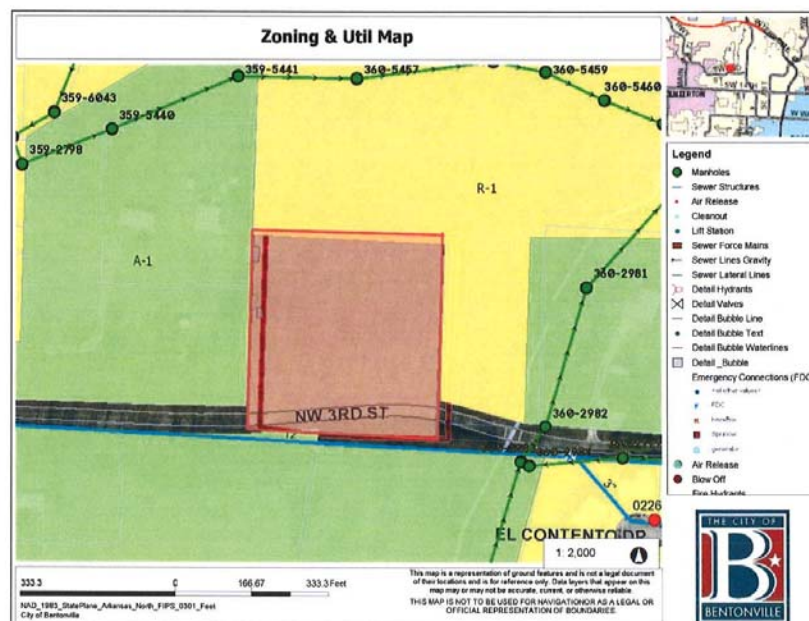
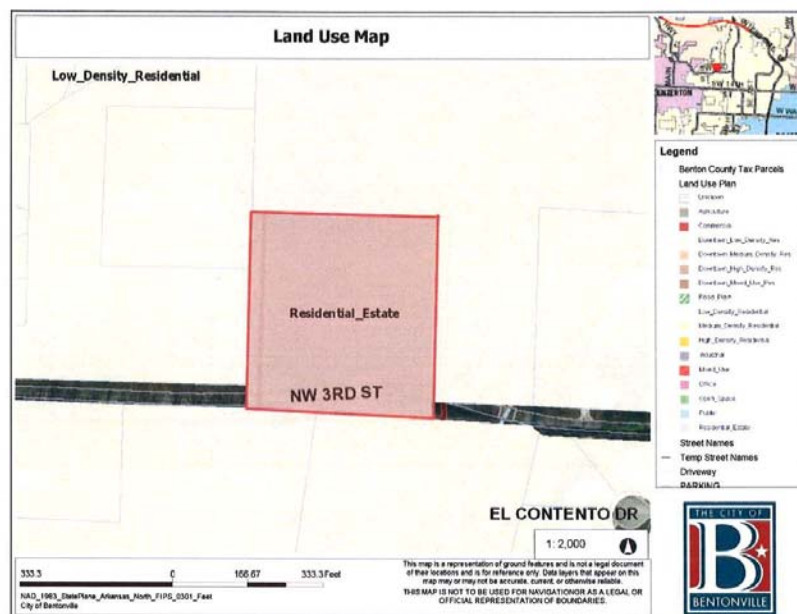
Recommendation

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

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

Location Map





PSanders Re-Zoning Submittal

5.) Narrative:

This property is currently zoned A-1 Agricultural and we are requesting re-zoning to R-1 Single Family. This request is being made due to the desire of current owners Kyle & Melissa Sanders to split the 4 acres so that there may be 2 single family homes. 1.5 acres is being proposed to sell for 2nd family home in 2017. Both of these properties will be used as single family homes. Both properties will be accessed by paved asphalt road from NW 3rd St. and will share the same street name with street sign at NW 3rd St. City water is available and septic is proposed for use. Nearest water line is on south side of NW 3rd and is 12" main.

ORDINANCE NO. _____

**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.**

WHEREAS, Kyle and Melissa Sanders 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 R-1, Single Family Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Beginning at the SW Corner of said NW ¼ of the SW ¼; Thence North 417.6'; Thence East 417.6'; Thence South 417.6'; Thence West 417.6' 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 January 17, 2017 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 _____, 2017.

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:

January 24, 2017

Submitted by:

Lance Blasi

Department

Building Inspection

Phone

271-6882

ACTION REQUIRED:

ISSUE RESOLVED: Public hearing to approve a resolution condemning a structure and approval for removal of said structure located at 1204 Northeast Fillmore Street.

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









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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 24, 2017

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into a contract with Boyette Strategic Advisors (BSA), in an amount not to exceed \$35,000 to provide support and counsel in implementing the recommendations contained in the Bentonville Blueprint, the City's Five Year Strategic Plan for Economic Development adopted by City Council on January 27, 2015 and waiving the requirement for competitive bidding.

COST TO CITY:

Cost of this Request: \$35,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	35,000
Funds Expended to Date		
Remaining Budget		35,000
Budget Adjustment		-
Remaining After Adjustment	\$	35,000

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



REQUEST FOR WAIVER OF BID

Date	<u>1/24/2017</u>		
Requested by:	<u>Troy Galloway</u>		
Department:	<u>Community & Economic Development</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>economic development consulting services</u>		
Year & Model:	<u>n/a</u>		
Serial #	<u>n/a</u>		
To Be Purchased From:	<u>Boyette Strategic Advisorys (BSA)</u>		
Amount:	Base Amount:	\$	<u>35,000.00</u>
	Tax:	\$	<u>-</u>
	*Other:	\$	<u>-</u>
	TOTAL	\$	<u>35,000.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Because Boyette Strategic Advisors were under previous contract for creation of the Bentonville Blueprint and because the firm maintains the relevant data sets that are critically important to the creation of informed policy recommendations that will shape specific implementation steps recommended, it would be neither practical nor feasible to advertise for competitive bidding.			
_____ Department Head		_____ Director of Finance & Administration	

Revised 6-18-99

MEMO



To: Mayor Bob McCaslin, City Council
From: Troy Galloway, AICP, Community & Economic Development Director
CC Date: January 24, 2017
Re: Economic Development Plan Implementation Contract

Community and Economic Development staff recommends Mayor and City Council approval of the contract for services with Boyette Strategic Advisors (BSA) for targeted economic development plan implementation. In January 2015, the Bentonville City Council adopted the Bentonville Blueprint Economic Development Plan which serves as the guiding document for economic development activities in Bentonville. This contract with Boyette Strategic Advisors will focus intently on further economic development of the North Walton Corridor, city-wide retail recruitment, and updating the plan's implementation strategy to account for action items that are complete or in various stages of completion.

Continued implementation of the Bentonville Blueprint is essential to ensure that our local economy continues to grow and become more diverse so that Bentonville remains a place where individuals and families can find economic opportunity. Please let me know if you have questions or need additional information.



EXHIBIT A

Agreement for Services

This Agreement is made this ____ day of January 2017 by and between the City of Bentonville ("Client") and Boyette Strategic Advisors LLC, an Arkansas company ("Boyette").

1. Boyette will provide consulting services, as set forth on Exhibit A (the "Services").
2. Client agrees to pay Boyette for the performance of the Services. The total fee for these Services will be \$35,000, inclusive of expenses. The fee will be payable quarterly in the amount of \$8,750.

If the scope of the Services changes, Boyette reserves the right to increase the budget upon written approval by both parties.

3. Notwithstanding any other provision of this Agreement, all obligations of the City of Bentonville under this Agreement that require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.
4. Client shall pay properly invoiced amounts within 30 days of invoice date. All invoices are net 30 days. Any amounts not paid within 30 days of invoice date accrue interest at 1.5 percent per month. Any invoice disputes must be presented in writing within 30 days of invoice date or such dispute shall be deemed waived. Client shall pay all costs of collection including fifteen (15) percent of principal and interest as reasonable attorney's fees for amounts collected by or through an attorney.
5. Either party may terminate the Agreement with 30 days' advance written notice. Notwithstanding anything herein to the contrary, all fees and expenses incurred during this 30-day period will be due and payable on the final day of the 30-day notice period.
6. This Agreement shall be governed by the laws of the State of Arkansas and will be construed accordingly. This Agreement constitutes the entire understanding between Boyette and Client. All previous representations and undertakings, whether oral or written, have been merged herein. Time is of the essence in this Agreement.

CITY OF BENTONVILLE

By: _____

Name: _____

Title: _____

BOYETTE STRATEGIC ADVISORS LLC

By: _____

Name: _____

Title: _____



Exhibit A

Services

Boyette will work with Client to provide support and counsel in implementing the recommendations contained in the Bentonville Blueprint. The Services will include the following:

Tasks	Timing
2017 Project launch meeting	January 2017
Website updates and maintenance	Ongoing
Delivery of retail company target profiles and retail strategic recommendations	1 st Quarter
Develop and assist with implementation of Business Retention & Expansion Program	2 nd Quarter
Develop plan for North Walton Corridor	TBD
Update and develop entrepreneurial strategy	TBD
Participate in update meetings by phone or in person	Quarterly
Provide other implementation services mutually agreed to by the parties	As needed

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BOYETTE STRATEGIC ADVISORS FOR SERVICES RELATED TO THE BENTONVILLE BLUEPRINT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1. That the Mayor and City Clerk should be and are hereby authorized to enter into an agreement with Boyette Strategic Advisory in an amount not to exceed \$35,000 for implementation services related to the Bentonville Blueprint, as per the proposal in Exhibit A, which is attached hereto and made a part hereof.

Section 2. Because Boyette Strategic Advisors were under previous contract for creation of the Bentonville Blueprint and because the firm maintains the relevant data sets that are critically important to the creation of informed policy recommendations that will shape specific implementation steps recommended, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2017.

APPROVED:

Mayor Bob McCaslin

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:

January 24, 2017

Submitted by:

Travis Matlock

Department

Engineering

Phone

271-5941

ACTION REQUIRED:

A Resolution setting a Public Hearing for February 14, 2017 for an Alley ROW Vacation requested by HFA Creative Solutions between Lot 14 & 15 Block 1 of Smartt's Addition and Tract 1 of Depot Addition.

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



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by HFA Creative Solutions requesting Alley Right-of-Way Vacation within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows:

A Platted 16.00 foot alleyway lying between Lot 14 and Lot 15 Block 1 of Smartt's Addition to the City of Bentonville, and Tract 1 of Depot Addition to the City of Bentonville, Benton County, Arkansas being more particularly described as follows:

Beginning at an existing rebar marking the Northeast Corner of Lot 14 Block 1 of Smartt's Addition, said point being on the West Right of Way line of a platted alley. Thence leaving said West Right of Way line, South 87 degrees 22 minutes 11 seconds East, 16.00 feet to the Northwest Corner of Tract 1 of Depot Addition, said point being on the East Right of Way line of a platted ally. Thence along the West line of Tract 1 of Depot Addition and along said East Right of Way line, South 02 degrees 40 minutes 52 seconds West, 100.50 feet to an existing rebar, said point being on the North line of Lot 18 Block 2 of Smartt's Addition. Thence leaving the West line of said Tract 1 of Depot Addition and said East Right of Way line, and along the North line of said Lot 18 Block 2, North 87 degrees 22 minutes 11 seconds West, 16.00 feet to a set rebar with cap marking the Southeast Corner of Lot 15 Block 1, Smartt's Addition, said point being on the West Right of Way line of a platted alley. Thence leaving the North line of said Lot 18, and along the East line of said Lot 15 and along the East line of Lot 14 Block 1 and along said West Right of Way line, North 02 degrees 40 minutes 52 seconds East, 100.50 feet to the Point of Beginning containing 1,608.00 square feet.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing on February 14, 2017 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2017 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas





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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 24, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into an agreement with Admiral Moving Service, Inc. and waiving the requirements of competitive bidding to relocate the Inventory Warehouse, Electric Dept. and Street Dept. during the move to the new Utility Complex in 2017 in the amount of \$166,940.00.

COST TO CITY:

Cost of this Request: \$166,940

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



REQUEST FOR WAIVER OF BID

Date	<u>1/24/2017</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Electric Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Moving/Relocation Services</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Admiral Moving Services</u>		
	<u>664 West Ash St.</u>		
	<u>Fayetteville, AR 72703</u>		
Amount:	Base Amount:	\$	<u>166,940.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>166,940.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Admiral was the only moving company to provide a quote to move the entire facilities. Other quotes did not go to the extent that Admiral will provide. Admiral will work with Bentonville in the months leading up to the move to provide a seamless transition.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

M E M O R A N D U M

DATE: January 17, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Admiral Moving Services

Staff recommends the Council authorize the Mayor to enter into an agreement with Admiral Moving Services and waiving the requirements of competitive bidding to relocate the Inventory Warehouse, Electric Dept., and Street Dept. in the amount of \$166,940.00.

The Inventory Warehouse solicited 3 quotes to relocate all inventory items (both interior and exterior). Of the 3 quotes received, Admiral was the highest, but Admiral was the only company to include moving of everything, including the largest transformer outside, the smallest item inside, and all the office material in the amount of \$115,950.00.

When this quote was reviewed, it was decided to explore using Admiral for other departments at the same time. The breakdown is as follows:

Inventory Warehouse - \$115,950.00
Electric Department - \$35,490.00
Street Department - \$15,500.00

Again, these quotes include moving everything in each department from the largest items to the individual offices. The reason for entering into the agreement this early is for coordination. Admiral will meet with all departments involved early and often in order to facilitate the move that will take place something in June/July of 2017.

Commercial Relocation
Proposal For:
City Of Bentonville



By:
Admiral Moving Services

Ron Lambert

r_lambert@admiralmovingservices.com
www.admiralmovingservices.com

Mayflower Agent 1022 Fayetteville, AR and Agent 1044 Little Rock, AR

664 West Ash Street
Fayetteville, AR 72703
479-442-4631/800-844-6870

10600 Colonel Glenn Rd
Suite 800
Little Rock, AR 74220
501-223-6041/877-344-6041

MENU OF SERVICES

1. ☒ ADMIRAL physical relocation price includes all Furniture, Fixtures and Equipment such as chairs, file cabinets and other miscellaneous items discussed in the walkthrough.
2. ☒ ADMIRAL will supply all packing and labeling materials.
3. ☒ ADMIRAL will supply supervisors, full-time move technicians, van(s) and all necessary move equipment.
4. ☒ ADMIRAL will disassemble and reassemble, as needed, furniture, conference tables and other large items.
5. ☒ ADMIRAL will supply all materials to protect origin and destination facilities from damage.
6. ☒ ADMIRAL will supply a Project Manager to conduct a packing and labeling seminar for your employees, as well as, additional pre-move meetings as needed.
7. ☒ ADMIRAL will communicate and coordinate with all building personnel and supply all necessary certification of insurance.
8. ☒ ADMIRAL will perform packing of existing shelving and built-in cabinets.
9. ☒ ADMIRAL will perform packing and labeling of all areas and items moving.
10. ☐ ADMIRAL will disassemble and reassemble all systems furniture as discussed in the walkthrough.
11. ☐ ADMIRAL will supply a Project Manager to assist your staff from start to finish, including organizing the space plan, meet with vendors, coordinate schedules, help with color-coding and numbering the blueprints, hang placards & directional signage, and being on-site during the relocation.
12. ☐ ADMIRAL will supply a Project Manager to assume full responsibility for the relocation, including consulting and coordination of the entire move process, vendor coordination, scheduling and space planning/item placement.
13. ☐ ADMIRAL will supply and coordinate FFE liquidation.

Scope of Work

Relocate the city of bentonville inventory control warehouse from 601 SE 4th Street Bentonville, AR. 72712 to there new location out by the airport.

1. Admiral will be responsible for moving all items outside such as transformers, light poles, piping, racks, wire spools, concret pads, transformer heads, etc.
2. Admiral will supply forklifts at both origin and destnaiton for loading and unloading. Forklift drivers will be certified drivers.
3. Admiral will supply flatbed trucks and drivers to transport the stock supply in the warehouse yard.
4. Admiral will not be responsible for concrete, asphalt and/or any other finished surface damage resulting from the movement of our equipemnet across the surface.
5. Admiral will also pack the product that is in the main warehouse. Admiral and the City of Bentonville will work together to come up with a labelling system.
6. Admiral will supply all packing material, labels, pallets, banding material etc. for the move.
7. Admiral will also move all product from the 3 warehouses that they walked with Mike.
8. Admiral will also move all office areas, storages rooms, common areas etc.
9. City of Bentonville will be responsible for packing there office areas, common ares ie kitchen and storage rooms.
9. Admiral will supply all trucks, forklifts for the job both at origin and destination.
10. Move will happen during regular business hours.
11. Move comes with basic carrier liability.
12. Any delays caused by owner or agents are to billed at normal time and materials.
13. Owner will provide the Admiral movers a safe environment to work by clearing away all non-essential employees and production activities in our work area.

TERMS AND CONDITIONS

CUSTOMER accepts the responsibility of conveying the move conditions to all their associates and/or employees involved in the move process.

CLAIMS: All content claims must be filed in writing within **10 days** of move and all property damage claims must be filed within **24 hours** of completion of the move. Claims will be settled only after all charges for the move have been paid in full.

ADMIRAL is not responsible for damage of contents packed by **CUSTOMER**.

ADMIRAL is not responsible for functional failure of electronic equipment unless there is visible damage.

In order for **ADMIRAL** to accept any responsibility for damage to copiers, the **CUSTOMER** must have all copiers serviced and prepared for moving, prior to move day.

SCOPE OF WORK: Any changes to the size, scope, and/or conditions of the move will result in additional charges.

CUSTOMER is also responsible for costs related to unforeseen contingencies such as elevator break down, severe weather and/or contractors, subcontractors and/or **CUSTOMER'S** employees impeding **ADMIRAL** access to **CUSTOMER'S** facilities.

The pricing submitted for this is based on **CUSTOMER** providing the appropriate number of people to provide direction to crews at origin and destination.

Access to buildings is the responsibility of the **CUSTOMER**. Failure to provide access could result in an increase in the overall move cost.

Admiral's Project/Supervisor, along with **CUSTOMER'S** employees will keep accurate records of men, hours and materials utilized for this move. Final Charges will be based on actual time and materials.

****All Moves subject to a six hour minimum.****

Signature of Acceptance & Understanding of Payment Terms

Signature

____ / ____ / 201____
Date

Insurance & Valuation Information

Admiral Moving Service, Inc. is fully insured; worker compensation insurance, vehicle and general liability insurance are included in our rate structure. Cargo coverage is the standard "Carrier's liability" \$.60 cents per pound per article. Should additional cargo coverage be required, it may be purchased.

Release shipment at Carrier's Liability:

Signature _____

Date ____ / ____ / 201__

Additional coverage may be purchased for an additional cost of \$8.00 per thousand dollars of coverage requested. The minimum valuation coverage may not be less than the replacement value of the items to be relocated.

Requested Valuation Coverage _____

Signature _____

Date ____ / ____ / 201__

All equipment will be considered as "MCU" (mechanical condition unknown). This means that Admiral Moving Services will only assume liability for "**hardware component fallout**" where there is an indication of exterior damage to the piece of equipment.

PAYMENT:

For all new accounts: 50% of the estimated cost is required in certified funds 7 days prior to the move (or at signing of contract if less than 7 days). Unless credit approval by **ADMIRAL** is granted, the balance is due at time move is completed. The remaining 50% of the estimate must be paid in certified funds. Any additional costs can be covered via personal/business check. If credit approval by **ADMIRAL** is granted, the balance is

due 30 days from date of invoice. Balances not paid within 30 days are subject to finance charges at the rate of 1 ½ % per month.

For established accounts: If credit approval by **ADMIRAL** is granted, the entire amount is due 30 days from date of invoice. If credit is not approved by **ADMIRAL**, 50% of the estimated cost is required in certified funds 7 days prior to the move (or at signing of contract if less than 7 days). The balance is due at time move is completed. The remaining 50% of the estimate must be paid in certified funds. Any additional costs can be covered via personal/business check.

Signature _____ Date ____ / ____ / 201__

EQUIPMENT REQUESTS: Moving equipment delivered before relocating or after the move, at the **CUSTOMER'S** request, is subject to the following conditions:

CUSTOMER assumes full responsibility for damage to or loss of any equipment.

CUSTOMER agrees to pay equipment rental at the published rate.

CUSTOMER agrees to pay an additional delivery and/or pick up charge for requested rental equipment.

_____ (Initials)

Bid Price

\$115,950.00

Commercial Relocation
Proposal For:
Bentonville Electric Dept.



By:
Admiral Moving Services

Ron Lambert

r_lambert@admiralmovingservices.com
www.admiralmovingservices.com

Mayflower Agent 1022 Fayetteville, AR and Agent 1044 Little Rock, AR

664 West Ash Street
Fayetteville, AR 72703
479-442-4631/800-844-6870

10600 Colonel Glenn Rd
Suite 800
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501-223-6041/877-344-6041

MENU OF SERVICES

1. ☒ ADMIRAL physical relocation price includes all Furniture, Fixtures and Equipment such as chairs, file cabinets and other miscellaneous items discussed in the walkthrough.
2. ☒ ADMIRAL will supply all packing and labeling materials.
3. ☒ ADMIRAL will supply supervisors, full-time move technicians, van(s) and all necessary move equipment.
4. ☒ ADMIRAL will disassemble and reassemble, as needed, furniture, conference tables and other large items.
5. ☒ ADMIRAL will supply all materials to protect origin and destination facilities from damage.
6. ☒ ADMIRAL will supply a Project Manager to conduct a packing and labeling seminar for your employees, as well as, additional pre-move meetings as needed.
7. ☒ ADMIRAL will communicate and coordinate with all building personnel and supply all necessary certification of insurance.
8. ☐ ADMIRAL will perform packing of existing shelving and built-in cabinets.
9. ☐ ADMIRAL will perform packing and labeling of all areas and items moving.
10. ☒ ADMIRAL will disassemble and reassemble all systems furniture as discussed in the walkthrough.
11. ☐ ADMIRAL will supply a Project Manager to assist your staff from start to finish, including organizing the space plan, meet with vendors, coordinate schedules, help with color-coding and numbering the blueprints, hang placards & directional signage, and being on-site during the relocation.
12. ☐ ADMIRAL will supply a Project Manager to assume full responsibility for the relocation, including consulting and coordination of the entire move process, vendor coordination, scheduling and space planning/item placement.
13. ☐ ADMIRAL will supply and coordinate FFE liquidation.

Scope of Work

Relocate The City Of Bentonville Electric Utilities from 608 Southeast 3rd St. Bentonville, AR. 72712 to there new location out by the airport.

1. Admiral will conduct onsite meetings to discuss the packing process, labelling process, and moving process.
2. Admiral will supply the electrician for the disconnect and reconnect of the power whips to the cubicals.
3. Admiral will supply the plumber to disconnect and reconnect the ice maker.
4. Any network printers that need to be moved will need to be serviced prior to the move. That expense will be paid for by the City Of Bentonville.
5. Admiral will disassemble, move, and reassemble the cubicales.
6. As of now Admiral will provide computer bags and monitor bags to move the computers and phones. The additional computer and monitor bags needed will cost \$490.00.
7. Admiral will move the office areas, common areas, storage areas, break rooms, bay area, and the items outside.
8. Any machines that are in the bay area that are plumbed, have air piped to them, or have electric connections will need to be disconnected by the City Of Bentonville.
9. City Of Bentonville will be responsible for packing there facility including the bay area.
10. Admiral will not be responsible for concrete, asphalt and/or any other finished surface damage resulting from the movement of our equipement across the surface.
11. Pricing is based on the move happening during regular business hours.
12. Any delays caused by owner or agents are to be billed at normal time and materials.
13. Owner will provide the Admiral movers a safe environment to work by clearing away all non- essential employees and production activities in our work area.
14. The move comes with basic carrier liability.

TERMS AND CONDITIONS

CUSTOMER accepts the responsibility of conveying the move conditions to all their associates and/or employees involved in the move process.

CLAIMS: All content claims must be filed in writing within **10 days** of move and all property damage claims must be filed within **24 hours** of completion of the move. Claims will be settled only after all charges for the move have been paid in full.

ADMIRAL is not responsible for damage of contents packed by **CUSTOMER**.

ADMIRAL is not responsible for functional failure of electronic equipment unless there is visible damage.

In order for **ADMIRAL** to accept any responsibility for damage to copiers, the **CUSTOMER** must have all copiers serviced and prepared for moving, prior to move day.

SCOPE OF WORK: Any changes to the size, scope, and/or conditions of the move will result in additional charges.

CUSTOMER is also responsible for costs related to unforeseen contingencies such as elevator break down, severe weather and/or contractors, subcontractors and/or **CUSTOMER'S** employees impeding **ADMIRAL** access to **CUSTOMER'S** facilities.

The pricing submitted for this is based on **CUSTOMER** providing the appropriate number of people to provide direction to crews at origin and destination.

Access to buildings is the responsibility of the **CUSTOMER**. Failure to provide access could result in an increase in the overall move cost.

Admiral's Project/Supervisor, along with **CUSTOMER'S** employees will keep accurate records of men, hours and materials utilized for this move. Final Charges will be based on actual time and materials.

****All Moves subject to a six hour minimum.****

Signature of Acceptance & Understanding of Payment Terms

Signature

____ / ____ / 201____
Date

Insurance & Valuation Information

Admiral Moving Service, Inc. is fully insured; worker compensation insurance, vehicle and general liability insurance are included in our rate structure. Cargo coverage is the standard "Carrier's liability" \$.60 cents per pound per article. Should additional cargo coverage be required, it may be purchased.

Release shipment at Carrier's Liability:

Signature _____

Date ____ / ____ / 201__

Additional coverage may be purchased for an additional cost of \$8.00 per thousand dollars of coverage requested. The minimum valuation coverage may not be less than the replacement value of the items to be relocated.

Requested Valuation Coverage _____

Signature _____

Date ____ / ____ / 201__

All equipment will be considered as "MCU" (mechanical condition unknown). This means that Admiral Moving Services will only assume liability for "**hardware component fallout**" where there is an indication of exterior damage to the piece of equipment.

PAYMENT:

For all new accounts: 50% of the estimated cost is required in certified funds 7 days prior to the move (or at signing of contract if less than 7 days). Unless credit approval by **ADMIRAL** is granted, the balance is due at time move is completed. The remaining 50% of the estimate must be paid in certified funds. Any additional costs can be covered via personal/business check. If credit approval by **ADMIRAL** is granted, the balance is

due 30 days from date of invoice. Balances not paid within 30 days are subject to finance charges at the rate of 1 ½ % per month.

For established accounts: If credit approval by **ADMIRAL** is granted, the entire amount is due 30 days from date of invoice. If credit is not approved by **ADMIRAL**, 50% of the estimated cost is required in certified funds 7 days prior to the move (or at signing of contract if less than 7 days). The balance is due at time move is completed. The remaining 50% of the estimate must be paid in certified funds. Any additional costs can be covered via personal/business check.

Signature _____ Date ____ / ____ / 201__

EQUIPMENT REQUESTS: Moving equipment delivered before relocating or after the move, at the **CUSTOMER'S** request, is subject to the following conditions:

CUSTOMER assumes full responsibility for damage to or loss of any equipment.

CUSTOMER agrees to pay equipment rental at the published rate.

CUSTOMER agrees to pay an additional delivery and/or pick up charge for requested rental equipment.

_____ (Initials)

Bid Price

\$35,490.00

Commercial Relocation
Proposal For:
Bentonville Street Dept.



By:
Admiral Moving Services

Ron Lambert

r_lambert@admiralmovingservices.com
www.admiralmovingservices.com

Mayflower Agent 1022 Fayetteville, AR and Agent 1044 Little Rock, AR

664 West Ash Street
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479-442-4631/800-844-6870

10600 Colonel Glenn Rd
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501-223-6041/877-344-6041

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4. ☒ ADMIRAL will disassemble and reassemble, as needed, furniture, conference tables and other large items.
5. ☒ ADMIRAL will supply all materials to protect origin and destination facilities from damage.
6. ☒ ADMIRAL will supply a Project Manager to conduct a packing and labeling seminar for your employees, as well as, additional pre-move meetings as needed.
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8. ☐ ADMIRAL will perform packing of existing shelving and built-in cabinets.
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12. ☐ ADMIRAL will supply a Project Manager to assume full responsibility for the relocation, including consulting and coordination of the entire move process, vendor coordination, scheduling and space planning/item placement.
13. ☐ ADMIRAL will supply and coordinate FFE liquidation.

Scope of Work

Relocate City of Bentonville Street Department's and traffic section from 501 SE 3rd Street Bentonville, AR. 72712 to there new location out by the airport. .

1. Admiral will be responsible for providing computer bags, crates, labels, and monitor bags for the street department to pack the offices and the traffic section
2. The Street Department will move everything in there bay area and the break room area off of the bay area.
3. Admiral will only move network printers if they have been preped for the move by the copy company.
4. Packing material will be dropped off 5 days prior to the move. The crates at rented on a 2 week rental. The city of Bentonville Street Department will be responsible for packing there offices areas, storage rooms, common areas ie kitchen, storage rooms, and the warehouse.
5. Admiral will move all computers and phones.
6. Admiral will move the Tv's at the traffic office once they have been removed from the walls.
7. At the traffice office they also have a warehouse with shelving and supplies they need moved by Admiral.
8. Admiral will not be responsible for concrete, asphalt, and /or any other finished surface damage resulting from the movement of our equipment across the surface.
9. The move will happen during regular business hours.
10. Any delays caused by the owner or agents are to be billed at normal time and materials
11. Owner will provide the Admiral movers a safe environment to work by clearing away all non-essential employees and production activities in our work area.
12. The move comes with basic carrier liability.

TERMS AND CONDITIONS

CUSTOMER accepts the responsibility of conveying the move conditions to all their associates and/or employees involved in the move process.

CLAIMS: All content claims must be filed in writing within **10 days** of move and all property damage claims must be filed within **24 hours** of completion of the move. Claims will be settled only after all charges for the move have been paid in full.

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The pricing submitted for this is based on **CUSTOMER** providing the appropriate number of people to provide direction to crews at origin and destination.

Access to buildings is the responsibility of the **CUSTOMER**. Failure to provide access could result in an increase in the overall move cost.

Admiral's Project/Supervisor, along with **CUSTOMER'S** employees will keep accurate records of men, hours and materials utilized for this move. Final Charges will be based on actual time and materials.

****All Moves subject to a six hour minimum.****

Signature of Acceptance & Understanding of Payment Terms

Signature

___ / ___ / 201___
Date

Insurance & Valuation Information

Admiral Moving Service, Inc. is fully insured; worker compensation insurance, vehicle and general liability insurance are included in our rate structure. Cargo coverage is the standard "Carrier's liability" \$.60 cents per pound per article. Should additional cargo coverage be required, it may be purchased.

Release shipment at Carrier's Liability:

Signature _____

Date ____ / ____ / 201__

Additional coverage may be purchased for an additional cost of \$8.00 per thousand dollars of coverage requested. The minimum valuation coverage may not be less than the replacement value of the items to be relocated.

Requested Valuation Coverage _____

Signature _____

Date ____ / ____ / 201__

All equipment will be considered as "MCU" (mechanical condition unknown). This means that Admiral Moving Services will only assume liability for "**hardware component fallout**" where there is an indication of exterior damage to the piece of equipment.

PAYMENT:

For all new accounts: 50% of the estimated cost is required in certified funds 7 days prior to the move (or at signing of contract if less than 7 days). Unless credit approval by **ADMIRAL** is granted, the balance is due at time move is completed. The remaining 50% of the estimate must be paid in certified funds. Any additional costs can be covered via personal/business check. If credit approval by **ADMIRAL** is granted, the balance is

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Signature _____ Date ____ / ____ / 201__

EQUIPMENT REQUESTS: Moving equipment delivered before relocating or after the move, at the **CUSTOMER'S** request, is subject to the following conditions:

CUSTOMER assumes full responsibility for damage to or loss of any equipment.

CUSTOMER agrees to pay equipment rental at the published rate.

CUSTOMER agrees to pay an additional delivery and/or pick up charge for requested rental equipment.

_____ (Initials)

Bid Price

\$15,500.00

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
ADMIRAL MOVING SERVICE INC. AND WAIVING THE
REQUIREMENT OF COMPETITIVE BIDDING.**

**NOW, THEREFORE, BE IT ORDAINED 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 agreement with Admiral Moving Service, Inc. to relocate the Inventory Warehouse, Electric Department and Street Department during the move to the new Utility Complex in 2017, in the amount of \$166,940.00 as set forth in the attached proposal.

Section 2: Because Admiral was the only moving company to provide a quote to move the facilities in their entirety and provide full service for the move to allow for an orderly and efficient transition that does not disrupt City services, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2017.

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:

January 24, 2017

Submitted by:

Travis Matlock

Department

Engineering

Phone

271-5941

ACTION REQUIRED:

Staff recommends Council approval of a resolution authorizing the Mayor to enter into a Real Estate Agreement with Matthew K. Pabst and Stacie K. Pabst to sale a 0.10 AC strip of property located adjacent to SW Cherry St. in Oxford Ridge Subdivision in the amount of \$5,000.00.

COST TO CITY:

Cost of this Request: \$5,000

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



M E M O R A N D U M

DATE: January 24, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Oxford Ridge/Matt Pabst – Real Estate Agreement

Staff recommends the Council authorize the Mayor to enter into a Real Estate Agreement with Matthew K. Pabst and Stacie K. Pabst to purchase 0.10 AC adjacent to SW Cherry Rd. located in Oxford Ridge Subdivision in the amount of \$5000.00.

When Oxford Ridge Subdivision was platted in 2005, there was a small strip of land attached to the SW detention pond (Lot 174) extending north along SW Cherry Rd. (see attached) This strip is not part of the functioning detention pond and serves no other purpose for the City. Selling this strip to Mr. Pabst would extend his parcel to the ROW and give him access to SW Cherry Rd.

A utility easement will be maintained parallel the ROW of SW Cherry Rd. in order to connect the utility easements from Oxford Ridge to Brightwood Subdivision.

REAL ESTATE AGREEMENT

THIS REAL ESTATE AGREEMENT ("Agreement") is hereby entered into effective the ____ day of _____, 2016 by and between Matthew K. Pabst and Stacie K. Pabst, husband and wife ("Pabst") and the City of Bentonville, Arkansas, a municipal corporation ("Bentonville") (collectively referred to as "Parties") and the Parties hereby agree as follows:

- 1. SALE AND PURCHASE:** Pursuant to this Agreement, Bentonville shall sell and Pabst shall purchase the real property containing 0.10 acres, more or less, located in Bentonville, Benton County, Arkansas as set forth in Exhibit 1 attached hereto and incorporated herein ("Property").
- 2. PURCHASE PRICE:** Pabst shall pay \$5,000.00 to Bentonville in cash, certified check or wire transfer at the Closing for the Property (the "Purchase Price").
- 3. EASEMENT:** As part of this transaction and in consideration of Bentonville selling Property to Pabst, Pabst shall grant to Bentonville a 20 foot easement across property owned by Pabst as described on Exhibit 2 attached hereto and incorporated herein ("Easement").
- 4. CONVEYANCE:** Unless otherwise specified, conveyance of Property shall be made by Bentonville to Pabst by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements if any, which do not materially affect the value of Property. The conveyance of the Easement from Pabst to Bentonville shall be made by an easement grant.
- 5. TITLE INSURANCE:** There will be no title insurance required for either the Property or the Easement.
- 6. CLOSING AND PRORATED COSTS:** Closing shall occur at such time as mutually agreed by the Parties, provided that the date shall be no later than December 31, 2016, unless such requirement is waived in writing by both Parties and a new date substituted therefore.

Unless otherwise agreed by Pabst and Bentonville, transaction costs will be paid by the Party indicated below.

Bentonville

Recording fees for Easement
One-half of Closing fees
One-half of documentary stamps

Pabst

Recording fees for Warranty Deed
One-half of Closing fees
One-half of documentary stamps

- 7. POSSESSION:** Possession of the Property shall be delivered to Pabst by Bentonville on the Closing date.
- 8. ENVIRONMENTAL REPRESENTATION:** Bentonville hereby represents to Pabst that as to Property to the best of Bentonville's knowledge:
 - a. The Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;

- b. Bentonville has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
- c. No hazardous or toxic substances have been stored, processed, or disposed of on the Property during the period that Bentonville has owned Property;
- d. No underground storage tanks are located on Property.

9. BENTONVILLE'S WARRANTIES: Bentonville makes the following representations and warranties in regard to Property which are true and accurate as of the date of this Agreement and as of Closing:

- a. Bentonville has no knowledge of any violations of city, county, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property, or any lands adjacent to the Property.
- b. No litigation is pending, threatened or likely with respect to the Property, Bentonville's interest therein, or which would inhibit Pabst obtaining clear title to the Property.
- c. Except as disclosed to Pabst in writing, there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.
- d. Except to the extent this Agreement provides otherwise, the Property will remain in the condition existing as of the execution of this Agreement until Closing.
- e. The individual signing this Agreement on behalf of Bentonville has the authority to bind Bentonville to the agreements set forth herein.

10. MERGER CLAUSE: This Agreement, when executed by both Pabst and Bentonville, shall contain the entire understanding and agreement between the Pabst and Bentonville with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters.

11. ASSIGNMENT: This Agreement may not be assigned by Pabst or Bentonville unless the written consent of the other Party is obtained, such consent not to be unreasonably withheld.

12. TIME: Pabst and Bentonville agree time is expressly of the essence with regard to all times and dates set forth in this Agreement. Further, all times and dates set forth in this Agreement refer to Arkansas central time and date.

13. ATTORNEY'S FEES: Should Pabst or Bentonville initiate any type of administrative proceeding, arbitration, mediation or litigation against the other, it is agreed by Pabst and

Bentonville that the prevailing party shall be entitled to an award of their respective attorney's fees and costs incurred in the prosecution or defense of such initiated action against the non-prevailing party.

14. BROKERAGE FEES: Bentonville and Pabst hereby agree that there are no obligations for any brokerage fees or commissions due in this transaction.

15. NOTICES: All notices and communications required or permitted to be given hereunder shall be in writing and mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed to the last known address of the Party.

The parties have hereto entered into and executed this Real Estate Agreement on the date above written.

PABST:



Stacie K. Pabst

11/11/16
Date

BENTONVILLE

City of Bentonville, Arkansas

By: _____

Title: _____

Bentonville City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF Benton) SS

On this the 11th day of November, 2016, before me, the undersigned Notary Public, personally appeared _____ who acknowledged himself to be the Mayor & Matthew Baker of the City of Bentonville, Arkansas, a municipal corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

In witness whereof I hereunto set my hand and official seal.

My commission expires: 8/26/2025

[SEAL]



ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF Benton)
SS:

On this day before me, the undersigned Notary Public, personally appeared Matthew K. Pabst and Stacie K. Pabst, to me personally known, who acknowledged that said persons had freely and voluntarily subscribed their names to the foregoing instrument and had executed the same for the consideration and purposes therein contained.

WITNESS my hand and seal as Notary Public on the 11th day of November, 2016.

Notary Public

My Commission Expires: 8/26/2025

(Seal)



EXHIBIT 1

A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°14'11"E 550.44' FROM THE NORTHWEST CORNER OF SAID TWENTY ACRE TRACT, SAID POINT BEING A FOUND PIPE; THENCE CONTINUING S87°14'11"E 15.35' TO A SET IRON PIN ON THE WEST RIGHT-OF-WAY OF SOUTHWEST CHERRY ROAD; THENCE ALONG SAID RIGHT-OF-WAY S02°26'41"W 121.68' TO A SET IRON PIN; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00', HAVING A CHORD BEARING AND DISTANCE OF S20°57'30"E 63.36' TO A SET IRON PIN; THENCE DEPARTING SAID RIGHT-OF-WAY N87°09'09"W 41.72' TO A 6" METAL POST; THENCE N02°36'50"E 179.62' TO THE POINT OF BEGINNING. CONTAINING 0.10 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

EXHIBIT 2

20' UTILITY EASEMENT:

A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°14'11"E 545.79' FROM THE NORTHWEST CORNER OF SAID TWENTY ACRE TRACT, SAID POINT BEING A FOUND PIPE; THENCE CONTINUING S87°14'11"E 20.00' TO A SET IRON PIN ON THE WEST RIGHT-OF-WAY OF SOUTHWEST CHERRY ROAD; THENCE ALONG SAID RIGHT-OF-WAY S02°26'41"W 121.68' TO A SET IRON PIN; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 75.00, HAVING A CHORD BEARING AND DISTANCE OF S35°07'00"E 94.69'; THENCE DEPARTING SAID RIGHT-OF-WAY S02°37'10"W 20.42'; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 95.00', HAVING A CHORD BEARING AND DISTANCE OF N36°30'54"W 123.50'; THENCE N02°26'41"E 121.68' TO THE POINT OF BEGINNING.

Hudson Appraisals, Inc.
3606 W. SOUTHERN HILLS BLVD., STE 100
Rogers, AR 72758
479-254-9980

April 1, 2016

MATT FABST
4229 SW BRIGHT RD
BENTONVILLE, AR
72712

Property - SW CHERRY RD
BENTONVILLE, AR 72712
Client - FABST, MATT
File No. - 16022602
Case No. -

Dear Mr. FABST:

In accordance with your request, I have prepared an appraisal of the real property located at SW CHERRY RD, BENTONVILLE, AR.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of March 7, 2016 is :

\$5,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Hudson Appraisals, Inc.

CHARLES F. HUDSON, SR.
AR Certification #CR0254



LAND APPRAISAL REPORT		File No. 16027602																																																																																
IDENTIFICATION Owner: CITY OF BENTONVILLE Census Tract: 206.03 Map Reference: BENTON CO. Property Address: SW CHERRY RD City: BENTONVILLE County: BENTON State: AR Zip Code: 72712 Legal Description: PART OF LOT 174, OXFORD RIDGE - 0.67 ACRES Sale Price: \$5/A Date of Sale: N/A Property Rights Appraised: ☒ Fee ☐ Leasehold De Minimis PUD Actual Real Estate Taxes: SUNK (or) Client: MATT PARST Address: 4225 SW BRIGHT RD, BENTONVILLE, AR, 72712 Occupant: VACANT Appraiser: CHARLES F. HUDSON, SR. Instructions to Appraiser: DETERMINE MARKET VALUE Intended User: PARST, MATT Intended Use: DETERMINE MARKET VALUE																																																																																		
NEIGHBORHOOD Location: ☐ Urban ☒ Suburban ☐ Rural Built Up: ☐ Over 75% ☒ 25% to 75% ☐ Under 25% Growth Rate: ☐ Fully Dev. ☒ Rapid ☐ Steady ☐ Slow Property Values: ☐ Increasing ☒ Stable ☐ Declining Demand/Supply: ☐ Shortage ☒ In Balance ☐ Over Supply Marketing Time: ☐ Under 3 Mos. ☒ 4-6 Mos. ☐ Over 6 Mos. Present Land Use: 45 % 1 Family 1 % 2-4 Fam 1 % Apts 3 % Condo 3 % Commercial 100 % Industrial 0 % Vacant % N/A Change in Present Land Use: ☒ From N/A ☐ To N/A Taking Place (%) Predominant Occupancy: ☒ Owner ☐ Tenant 30 % Vacant Single Family Price Range: \$25,000 to \$90,000 Predominant Value: \$50,000 Single Family Age: NEW yrs. to 100 yrs. Predominant Age: 20+ yrs. Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise): THE SUBJECT PROPERTY IS LOCATED IN SOUTHWEST BENTONVILLE OFF OF AT THE CORNER OF SW CHERRY AND SW GOSFORD. THE AREA IS BEING DEVELOPED WITH SINGLE FAMILY HOMES.																																																																																		
SITE Dimensions: .07 ACRES PER SURVEY = .07 ACRES Corner Lot ☐ Zoning Classification: RESIDENTIAL Present Improvements ☐ do ☐ do not conform to zoning regulations Highest and best use: ☒ Present use Other (specify): Public: ☐ Other (describe): Elev. ☒ Street Access: ☒ Public ☐ Private Topo: LEVEL Gas ☒ Surface: ASPHALT Size: TYPICAL Water ☒ Maintenance: ☒ Public ☐ Private Shape: IRREGULAR SEE SURVEY San. Sewer ☒ Storm Sewer ☐ Curb/Gutter ☐ View: RESIDENTIAL/DETENTION POND ☐ Underground Elect. & Tel. Sidewalk ☐ Street Lights ☐ Drainage: APPEARS ADEQUATE THROUGH LAY OF LAND Is the property located in a HUD identified Special Flood Hazard Area? ☒ No ☐ Yes Comments (favorable or unfavorable including any apparent adverse assessments, encroachments or other adverse conditions): THE SITE IS A NARROW STRIP CURRENTLY OWNED BY THE CITY OF BENTONVILLE AND IS PART OF A DETENTION POND FOR OXFORD RIDGE. IT IS NEEDED BY THE CITY FOR ACCESS TO HIS PROPERTY TO THE WEST AND NOT NEEDED FOR THE DETENTION POND ACCESS. NOTHING ADVERSE WAS NOTED AT TIME OF INSPECTION. FLOOD MAP IS ATTACHED.																																																																																		
MARKET DATA ANALYSIS The undersigned has reviewed three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject. For the Market Data Analysis: ☒ See grid below ☐ See narrative attachment.																																																																																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>ITEM</th> <th>Subject Property</th> <th>COMPARABLE NO. 1</th> <th>COMPARABLE NO. 2</th> <th>COMPARABLE NO. 3</th> </tr> </thead> <tbody> <tr> <td>Address</td> <td>SW CHERRY RD BENTONVILLE</td> <td>SW GOSFORD AVE, LOT 166 BENTONVILLE, AR 72712</td> <td>SW GOSFORD AVE, LOT 164 BENTONVILLE, AR 72712</td> <td>SW HAYFIELD AVE, LOT 157 BENTONVILLE, AR 72712</td> </tr> <tr> <td>Proximity to Subj.</td> <td></td> <td>0.02 miles NE</td> <td>0.09 miles SE</td> <td>0.12 miles SW</td> </tr> <tr> <td>Sales Price</td> <td>\$ N/A</td> <td>\$ 40,000</td> <td>\$ 39,000</td> <td>\$ 39,000</td> </tr> <tr> <td>Price</td> <td>\$</td> <td>\$ 3.53</td> <td>\$ 4.48</td> <td>\$ 4.26</td> </tr> <tr> <td>Data Source</td> <td>OWNER</td> <td>ASSESSOR RECORD 01-12527-00</td> <td>ASSESSOR RECORD 01-12525-00</td> <td>ASSESSOR RECORD 01-12518-00</td> </tr> <tr> <td>Date of Sale and Time Adjustment</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> <td>DESCRIPTION</td> </tr> <tr> <td></td> <td></td> <td>06/30/2015</td> <td>06/30/2014</td> <td>12/21/2014</td> </tr> <tr> <td>Location</td> <td>SUBURBAN</td> <td>SUBURBAN</td> <td>SUBURBAN</td> <td>SUBURBAN</td> </tr> <tr> <td>Site View</td> <td>RESIDENTIAL</td> <td>RESIDENTIAL</td> <td>RESIDENTIAL</td> <td>RESIDENTIAL</td> </tr> <tr> <td>Site Area</td> <td>3045 SF</td> <td>1326 SF</td> <td>8712 SF</td> <td>2148 SF</td> </tr> <tr> <td>UTILITIES</td> <td>ALL</td> <td>ALL</td> <td>ALL</td> <td>ALL</td> </tr> <tr> <td>BLDG</td> <td>NONE</td> <td>NONE</td> <td>NONE</td> <td>NONE</td> </tr> <tr> <td>Sales or Financing Concessions</td> <td>N/A</td> <td>UNKNOWN</td> <td>UNKNOWN</td> <td>UNKNOWN</td> </tr> <tr> <td>Net Adj. (Total)</td> <td></td> <td>Plus Minus \$</td> <td>Plus Minus \$</td> <td>Plus Minus \$</td> </tr> <tr> <td>Indicated Value of Subject</td> <td></td> <td>\$ 2.53</td> <td>\$ 4.48</td> <td>\$ 4.26</td> </tr> </tbody> </table>			ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	Address	SW CHERRY RD BENTONVILLE	SW GOSFORD AVE, LOT 166 BENTONVILLE, AR 72712	SW GOSFORD AVE, LOT 164 BENTONVILLE, AR 72712	SW HAYFIELD AVE, LOT 157 BENTONVILLE, AR 72712	Proximity to Subj.		0.02 miles NE	0.09 miles SE	0.12 miles SW	Sales Price	\$ N/A	\$ 40,000	\$ 39,000	\$ 39,000	Price	\$	\$ 3.53	\$ 4.48	\$ 4.26	Data Source	OWNER	ASSESSOR RECORD 01-12527-00	ASSESSOR RECORD 01-12525-00	ASSESSOR RECORD 01-12518-00	Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION			06/30/2015	06/30/2014	12/21/2014	Location	SUBURBAN	SUBURBAN	SUBURBAN	SUBURBAN	Site View	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL	Site Area	3045 SF	1326 SF	8712 SF	2148 SF	UTILITIES	ALL	ALL	ALL	ALL	BLDG	NONE	NONE	NONE	NONE	Sales or Financing Concessions	N/A	UNKNOWN	UNKNOWN	UNKNOWN	Net Adj. (Total)		Plus Minus \$	Plus Minus \$	Plus Minus \$	Indicated Value of Subject		\$ 2.53	\$ 4.48	\$ 4.26
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RECONCILIATION Comments on Market Data: SALES ARE FROM THE SAME DEVELOPMENT AS THE SUBJECT WITHIN A FEW LOTS. SALES ARE SIMILAR IN TOPOGRAPHY. SALES ARE LARGER TRACTS BUT AS SIMILAR TO THE SUBJECT AS POSSIBLE. THE SALES ARE LESS THAN 24 MONTHS OLD. THE SALES ARE FINISHED PAD READY LOTS. THE SUBJECT IS RAW LAND. THERE WILL BE COSTS INVOLVED IN hooking UP TO UTILITIES AND INSTALLING SIDEWALKS. SEE RECONCILIATION COMMENTS CONCERNING THE COST TO CURE. Comments and Conditions of Appraisal: ALL SALES ARE VACANT LOT SALES THAT ARE SIMILAR TO THE SUBJECT IN ZONING AND TOPOGRAPHY. THIS SUBJECT PROPERTY AS IT STANDS ALONE IS PART OF THE DETENTION POND TRACT AND IS NOT WORTH MUCH, HOWEVER ADDING IT TO THE PARCEL TO THE WEST WOULD GIVE THE OWNER STREET FRONTAGE AND THE ABILITY TO PLAT AT LEAST TWO LOTS ALONG SW CHERRY RD. INTENDED USER: MATT PARST. INTENDED USE: DETERMINE MARKET VALUE. Final Reconciliation: THE SALES APPROACH WAS GIVEN ALL THE WEIGHT WITH THE COST AND INCOME APPROACHES NOT APPLICABLE ON VACANT LAND. PRICE PER SF IS THE METHOD USED FOR ADJUSTMENTS. THE VALUE GIVEN THE SUBJECT BASED ON THE MID-RANGE RANGE OF THE ADJUSTED SALES PRICES PER SF, IS \$4.00 PER SF. .07 ACRES IS 3045 SF AT \$4.00 PER SF OR \$12,195 ROUNDED TO \$12,200. THE ESTIMATED COST TO DEVELOP THE LOTS INCLUDING SIDEWALKS AND UTILITIES IS \$6,800 TAKEN FROM DEVELOPER'S ESTIMATES. \$12,200 - \$6,800 = \$5,400 I estimate the market value, as defined, of subject property as of March 7, 2016 to be \$5,000 Hudson Appraisals, Inc.																																																																																		

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name CHARLES E. HUDSON, SR.
 Company Name Hudson Appraisals, Inc.
 Company Address 3606 W. SOUTHERN HILLS BLVD., SUITE 200
ROCKS, AR 72758
 Telephone Number 479-254-9980
 Email Address charleshudsonar@hotmail.com
 Date of Signature and Report 04/01/2016
 Effective Date of Appraisal MARCH 7, 2016
 State Certification # CR0854
 or State License # 91-011
 or Other _____ State # _____
 State AR
 Expiration Date of Certification or License 06/30/2017

ADDRESS OF PROPERTY APPRAISED

SH CHERRY RD
BENTONVILLE, AR 72712
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 5,000
 CLIENT _____
 Name MR. MATT PABST
 Company Name MATT PABST
 Company Address 4229 SW BRIGHT RD
BENTONVILLE, AR 72712
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

ADDITIONAL COMMENTS

Intended User	PARST, MATT				
Property Address	SW CHERRY RD				
City	BENTONVILLE	County	BENTON	State	AR
Zip Code	72712				
Client	MATT PARST				

SCOPE OF THE APPRAISAL

THE SUBJECT IS A SMALL PARCEL BETWEEN THE CLIENT'S PROPERTY TO THE WEST AND SW CHERRY RD. IT WAS INCLUDED IN THE AREA ALLOWED FOR THE RETENTION POND FOR THE SUBDIVISION TO THE EAST. THE VALUE IS TO BE ESTIMATED FOR THE CLIENT TO POSSIBLY PURCHASE THIS TRACT TO OBTAIN THE FRONTAGE ALONG SW CHERRY RD. THERE WILL BE COSTS INVOLVED IN GETTING THIS LAND PAD READY.

COMMENTS ON MARKET DATA

IN REGARDS TO SELLER CONCESSIONS FOR THE THREE SALES, I HAVE CONFIRMED WHAT I COULD UNDER THE NORMAL COURSE OF BUSINESS AND HAVE DONE DUE DILIGENCE. THE LOCAL REALTORS DO NOT DIVULGE CONTRACT INFORMATION ON THE ADVICE OF THE STATE BOARD ATTORNEY AND THEREFORE, I CAN GO NO FURTHER IN THAT CONFIRMATION PROCESS BASED ON WHAT I BELIEVE MY PEERS WOULD DO. BASED ON THOSE EFFORTS, THERE WERE NO KNOWN UNUSUAL SELLER CONCESSIONS FOR THE SALES USED.

ALL THREE SALES WERE MARKETED FOR A TIME THAT MEETS THE DEFINITION OF REASONABLE EXPOSURE TIME. BASED ON A SEARCH AND ANALYSIS OF SIMILAR PROPERTIES IN THE LOCAL MLS, EXPOSURE TIME FOR THE SUBJECT IS CONSIDERED EQUAL TO THE MARKETING TIME SHOWN IN THE NEIGHBORHOOD SECTION OF THE REPORT.

NO PRIOR SALES OF THE SUBJECT IN THE LAST THREE YEARS. NO SALES OF THE COMPARABLE SALES IN THE YEAR PRIOR TO THOSE SALES.

FINAL RECONCILIATION

AS NOTED THERE WILL BE COSTS INVOLVED IN GETTING THE PROPOSED LOTS PAD READY. THE SALES USED ARE PAD READY LOTS AND THE \$4.00 PSF VALUE REPRESENTS THE VALUE AFTER THE UTILITIES, SIDEWALKS AND CURBS ARE DONE. THEREFORE AN ADJUSTMENT IS MADE FOR THE COSTS INVOLVED.

ADDITIONAL COMMENTS

APPRAISAL HISTORY CERTIFICATION: I HAVE PERFORMED AN APPRAISAL, REGARDING THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT WITHIN THE THREE-YEAR PERIOD IMMEDIATELY PRECEDING ACCEPTANCE OF THIS ASSIGNMENT. THE APPRAISAL WAS DONE FOR THE SAME CLIENT ON 12/16/2013.

PHOTOGRAPH ADDENDUM

Intended User FABST, MATT

Property Address 8N CHERRY RD

City BENTONVILLE

County BENTON

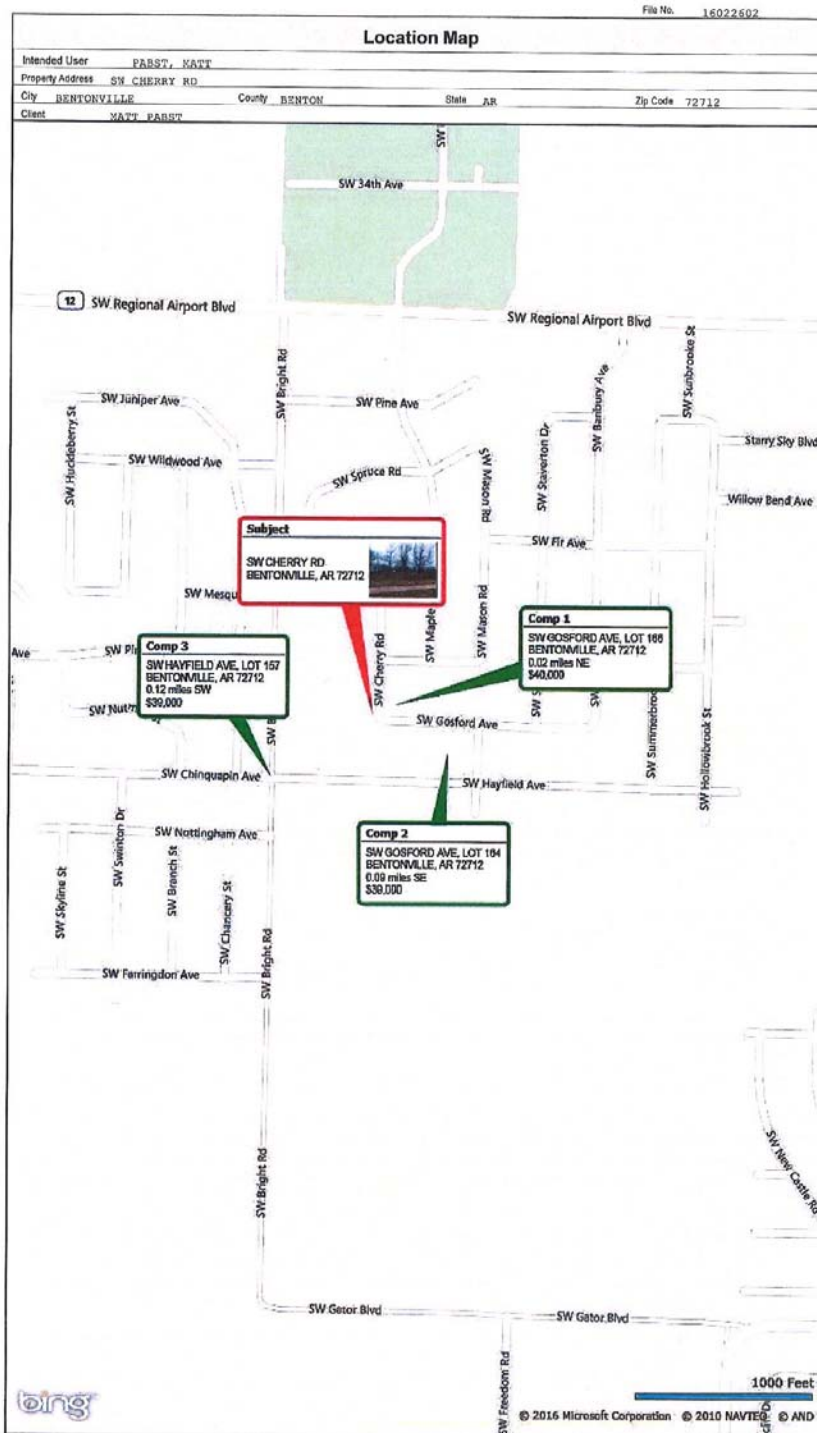
State AR

Zip Code 72712

Client MATT FABST

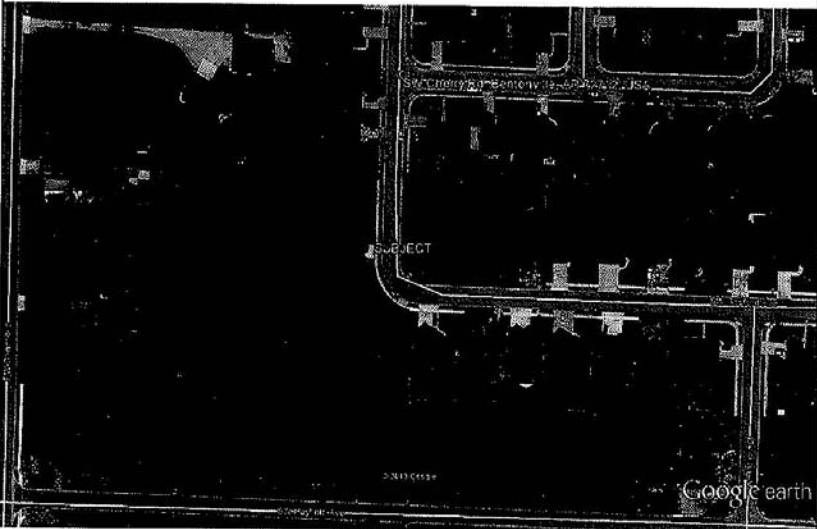
FRONT VIEW OF
SUBJECT PROPERTYFRONT OF
SUBJECT PROPERTYSTREET SCENE OF
SUBJECT PROPERTY

Hudson Appraisals, Inc.



Hudson Appraisals, Inc.

Intended User	PARST, KATY				
Property Address	SW CHERY RD				
City	BENTONVILLE	County	BENTON	State	AR
Zip Code	72712				
Client	NATT PARST				



SITE PLAN

Intended User PARIST, MATTHEW

Property Address SM CHERRY RD

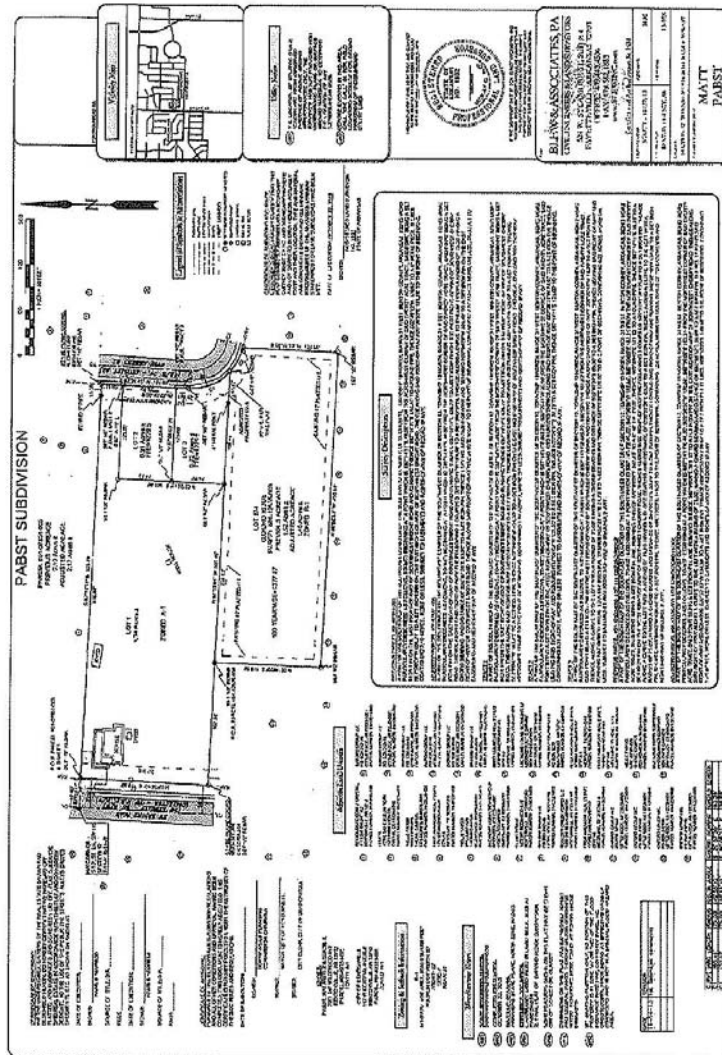
City BENTONVILLE

County BENTON

STATE IL

Zip Code 72712

Cliant	MATT PABST
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FLOOD MAP

Intended User	PABST, MATT
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Property Address	SW CHERRY RD
------------------	--------------

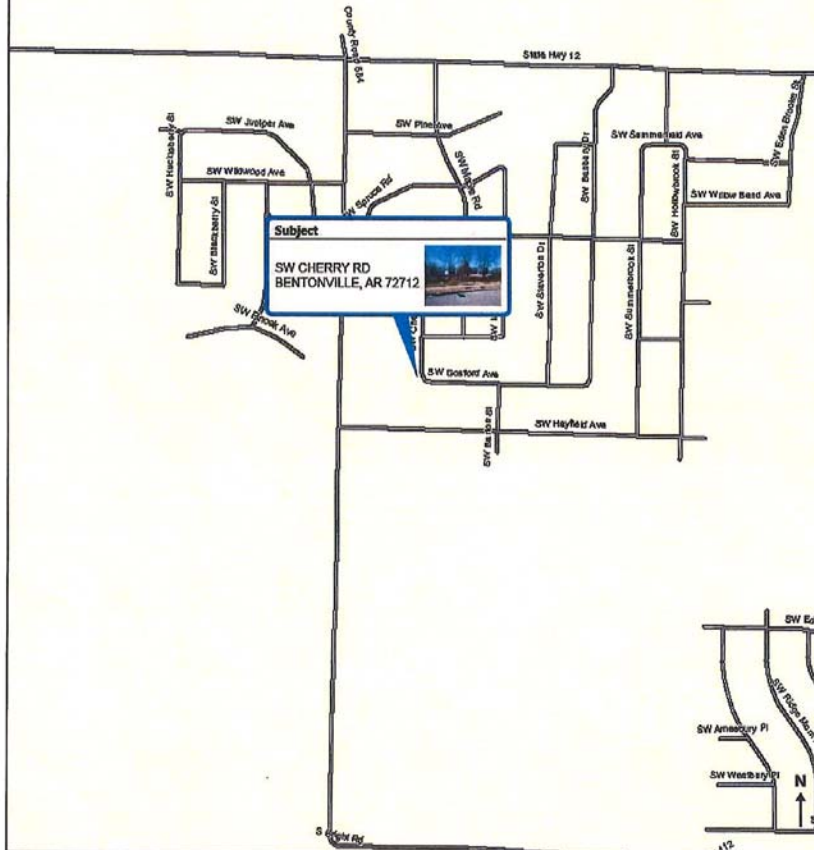
CITY	BENTONVILLE
------	-------------

County BENTON

State AR

Zip Code 72712

Client	MATT PARST
--------	------------



Flood Zones

- | | | | |
|---|---|---|--|
|  | Areas inundated by 500-year flooding |  | Floodway areas |
|  | Areas outside of the 100- and 500-year flood plains |  | Floodway areas with velocity hazard |
|  | Areas inundated by 100-year flooding |  | Areas of undetermined but possible flood hazards |
|  | Areas inundated by 100-year flooding with velocity hazard |  | Areas not mapped on any published FIRM |

Flood Zone Determination

Latitude: 36.330021

Longitude: -94.234221

Community Name:

BENTONVILLE, CITY OF

Community: 050012

SFHA (Flood Zone): No

Within 250 ft. of multiple flood zones: No

Zone: X

Map #: 05007C0255K

Panel: 0255K

Panel Date: 06/05/2012

FIPS Code: 05007

Census Tract: 206.03

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. NEITHER FIRST AMERICAN FLOOD DATA SERVICES NOR THE SELLER OF THIS REPORT MAKES ANY REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither FARES nor the seller of this Report shall have any liability to any third party for any use or misuse of this Report.



ARKANSAS
APPRAISER LICENSING &
CERTIFICATION BOARD
This is to certify that
Charles Hudson, Sr.

License #: CR 0854

Has complied with the requirements of Arkansas Code
Section §17-14-201 et seq., and is the holder of a valid
license.

This card is for identification purposes only.

8/31/2017

Expiration Date

STATE OF ARKANSAS



APPRAISER LICENSING & CERTIFICATION BOARD

Wife of Fred

CHARLES HUDSON, SR.

On this date was certified as a

STATE-CERTIFIED RESIDENTIAL APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby certifies that this Certificate is issued in accordance
with all the requirements of Arkansas Code Annotated, Section § 17-14-101 et seq., and subsequently adopted Rules
and Regulations, and shall remain in force, when properly supported, a current pocket identification card.

JUNE 9, 1994

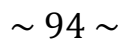
Date Issued

CR0854

Certificate Number

CHARLES HUDSON, SR.

ZONG - AI



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN OFFER AND ACCEPTANCE
FOR THE SALE OF REAL PROPERTY FROM TO
MATTHEW AND STACIE PABST.**

**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 Offer and Acceptance for the Sale of Real Property to Matthew and Stacie Pabst in the amount of \$5,000, as set forth in the Real Estate Contract 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 _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 24, 2017

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request for a waiver of bid to allow for the purchase of Patrol Uniforms from Cruse Uniforms in Springdale, Arkansas. The 2017 Budget total budget allotment for Police Department Uniform Supplies is \$106,700. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Bomb Squad Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. The department currently uses Cruse Equipment in Springdale for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next closest similar provider is located in Carthage, MO. This waiver of bid would not exceed the budgeted amount and duplicates last year's (2016) waiver.

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



REQUEST FOR WAIVER OF BID

Date	<u>1/24/2017</u>		
Requested by:	<u>Chief Jon Simpson</u>		
Department:	<u>Police Department</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Uniform and Uniform Supplies</u>		
Year & Model:	<u>Not applicable</u>		
Serial #	<u>None</u>		
To Be Purchased From:	<u>Cruse Uniform Supplies</u>		
	<u>5320 W. Sunset</u>		
	<u>Springdale, Arkansas 72762</u>		
Amount:	Base Amount:		<u>\$106,700.00</u>
	Tax:		<u> </u>
	*Other:		<u> </u>
	TOTAL		\$ 106,700.00
* List all other costs: (not to exceed above detailed budgeted amount)			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The 2017 Budget total budget allotment for Police Department Uniform Supplies is \$106,700. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next closest similar provider is located in Carthage, MO.			
<u> </u> Department Head		<u> </u> Director of Finance & Administration	
Revised 6-18-99			

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE PURCHASE OF UNIFORMS FOR THE
BENTONVILLE POLICE DEPARTMENT AND WAIVING
THE REQUIREMENT OF COMPETITIVE BIDDING.**

**NOW, THEREFORE, BE IT ORDAINED 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 agreement for the purchase of uniforms for the Bentonville Police Department from Cruse Uniforms in Springdale, Arkansas in an amount not to exceed the budgeted allotment for uniform supplies.

Section 2: Because having a local provider of uniforms promotes necessary officer safety and efficiency and because Cruse is the only local vendor of such supplies and has required uniform components readily available, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2017.

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:

January 24, 2017

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Approve Animal Services Contract with the City of Rogers.

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



ANIMAL SERVICES CONTRACT

This contract for animal services is entered into this _____ day of _____, 2017, by and between the City of Rogers, Arkansas, a municipal corporation, acting through its Mayor, hereinafter referred to as "Rogers", and the City of Bentonville, Arkansas, a municipal corporation, acting through its Mayor, hereinafter referred to as "Bentonville":

WITNESSETH:

WHEREAS, Rogers owns and operates an Animal Shelter located within the corporate limits of the City of Rogers and,

WHEREAS, Bentonville wishes to utilize the services of the Rogers Animal Shelter, hereinafter referred to as the "Shelter," to address the storage, care of, and disposal of animals which come under the control of Bentonville's Animal Control Officer's and,

WHEREAS, the parties desire to cooperate to achieve a mutually satisfactory agreement:

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE SELLER AND PURCHASER HERETO MUTUALLY AGREE AS FOLLOWS:

- (1) BILLING AND PAYMENT: Bentonville agrees to pay \$6,000.00 (six thousand) dollars per month flat rate to Rogers for the animal services agreed upon elsewhere in this contract. Bentonville further agrees to pay an additional \$95.00 (ninety-five) dollars, per animal, to Rogers for each animal actually turned over to Rogers. Rogers will bill Bentonville on the 1st (first) day of each month for the flat rate fee and additional "per animal" fee due and incurred from the immediately previous month. Bentonville agrees to make payment in a prompt and timely manner.
- (2) SERVICES AND PROCEDURES: A separate "Procedural Addendum," hereinafter referred to as "Addendum" shall be made and kept with the purpose of listing the agreed logistical procedures for receiving, caring for, sheltering, and disposing of the animals and services covered under this contract. It is the intent of both parties that said Addendum is incorporated by reference as if set out word for word herein. It is agreed by both parties that if any dispute arises between the parties regarding the actual implementation of the services agreed to in the said Addendum, the Addendum may be modified by mutual agreement without modifying the additional terms and rights contained in this contract. Said mutual agreement will be evidenced by any new or different terms to the Addendum being attested to by the Mayor of each city respectively. Said Addendum, when and if, it is modified, shall make reference to this original contract date and term. A copy of the Addendum agreement, originally or as it may be modified,

shall be kept on hand by the Department Head of each city's animal control division. The clerk of each City shall also maintain a copy of the Addendum, originally or as it may be modified, with a copy of the contract, on file with the City records.

- (3) INDEMNITY AND HOLD HARMLESS PROVISION: To the extent permitted by law and without waiving statutory tort immunity, each party agrees to indemnify the other party from claims resulting from performance under this agreement.
- (4) TERM: This contract shall have an effective date of February 1st, 2017 and shall run until February 1st, 2018.
- (5) WAIVER: Failure of either party hereto to exercise any options herein contained upon breach by the other shall not constitute a waiver of that party's right to exercise such options upon future breach.
- (6) COMPLETE AGREEMENT: It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this contract unless expressly provided herein, and that this contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto as stated in Section (2) above. It is further agreed that all earlier agreements of the parties are hereby rescinded.
- (7) SEVERABILITY: If any phrase, clause, sentence or paragraph of this contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this contract.

IN WITNESS WHEREOF, The City of Rogers, Arkansas and The City of Bentonville, Arkansas have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolution and/or ordinance.

ATTEST:

**CITY OF ROGERS,
ARKANSAS**

By: _____
CITY CLERK

By: _____
C.GREG HINES, MAYOR

ATTEST:

**CITY OF BENTONVILLE,
ARKANSAS**

By: _____
CITY CLERK

By: _____
BOB McCASLIN, MAYOR

PROCEDURAL ADDENDUM

This addendum is a counterpart to the Animal Services Contract between the City of Rogers, Arkansas and the City of Bentonville, Arkansas which has an effective date of February 1st, 2017.

IT SHALL BE AGREED BETWEEN THE PARTIES THAT:

Animals under the supervision and care of Bentonville will be delivered to the Rogers Animal Shelter by Bentonville ACO or Bentonville Police. All intake paperwork for animals originally picked up in Bentonville shall be filled out by the aforementioned Bentonville officer. The date the animal arrived should be noted, and an "intake" form shall be completed on each animal.

If a citizen of Bentonville locates their animal in the possession of the Rogers Animal Shelter, they must get release paperwork from the Bentonville Police Department before the Rogers Animal Shelter will release the animal. The citizen shall reimburse the City of Bentonville the amount of \$15.00 per day for each day that Rogers Animal Shelter housed the animal in question. Once the release paperwork is completed by Bentonville and presented to Rogers Animal Shelter, the Shelter shall release the animal to the owner.

After being held for a period of 6 (six) days, all animals turned over by the City of Bentonville to the Rogers Animal Shelter shall become property of the City of Rogers.

C. GREG HINES
Mayor, City of Rogers, Arkansas

DATE

BOB McCASLIN
Mayor, City of Bentonville, Arkansas

DATE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
THE CITY OF ROGERS FOR ANIMAL SERVICES AND
WAIVING THE REQUIREMENT OF COMPETITIVE
BIDDING.**

**NOW, THEREFORE, BE IT ORDAINED 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 the City of Rogers for Animal Services as set forth in the Agreement attached hereto as Exhibit "A".

Section 2: Because The City of Rogers operates the only cooperative regional animal services facility for the use of both cities, and because the facility was funded in part by Bentonville in consideration of its continued use, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 24, 2017

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request City Council approve the attached change to the City's Personnel Policy (shown in **BOLD**), Chapter 8, Section 8.6.1, referring to payment of educational expenses related to "Advanced Degrees" (Masters degrees, P.E. Certifications, and CPA Certifications).

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

www.bentonvillear.com



PLEASE RECYCLE



- 8.6.1 **Tuition Assistance.** The City does provide “Tuition Assistance” to qualified employees to ASSIST with the cost of attaining a “job related” “Bachelors” degree or technical certification. This program will pre-pay tuition expenses, lab fees, and books for college level JOB RELATED courses taken by regular full time employees who have completed at least one year of full time employment with the City. **The City does reserve the right to accept educational scholarships and grants from outside agencies, payable to an eligible City employee, for the purpose of attending “Advanced Degrees” (Masters Degrees, PE Certifications, and CPA Certifications) however the reimbursable amount cannot exceed the amount of the scholarship or grant. Any additional exceptions to these requirements and this policy can only be granted by the City Council.**

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING REVISIONS TO THE
PERSONNEL POLICY FOR THE CITY OF
BENTONVILLE, ARKANSAS.**

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

Section 1: That certain revisions to the City of Bentonville Personnel Policy, the same being attached hereto and incorporated as fully herein as set forth word for word, should be and the same are hereby adopted.

PASSED and APPROVED this ____ day of _____, 2017.

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:

January 24, 2017

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Approve budget adjustment and scholarship payment from the Arkansas State Library to Courtney Fitzgerald. Fitzgerald is a graduate student, employed by Bentonville Public Library, who was awarded funds to assist with the expense of her library degree. The budget adjustment includes scholarship funds for the fall 2016 semester and the 2017 academic year.

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





Date of Request: January 24, 2017

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5050-334.40-00	State Grants / Other	\$5,400.00		\$ 5,400.00
010-5050-455.58-10	Travel and Training		\$5,400.00	\$ (5,400.00)
				\$ -
				\$ -
				\$ -
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				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 5,400.00	\$ 5,400.00	\$ -

Approve budget adjustment and scholarship payment from the Arkansas State Library to Courtney Fitzgerald. Fitzgerald is a graduate student, employed by Bentonville Public Library, who was awarded funds to assist with the expense of her library degree. The budget adjustment includes scholarship funds for the fall 2016 semester and the 2017 academic year.

FOR ACCT'G USE ONLY		
Council Action:	Approved	Disapproved Other _____
Date:	Date entered:	By:

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com





Bentonville Public Library

TO: Bentonville City Council
FROM: Hadi Dudley, Library Director
SUBJECT: State Library scholarship assistance for Courtney Fitzgerald
CC: Mayor Bob McCaslin
DATE: January 12, 2017

The Arkansas State Library (ASL) established a scholarship assistance program in 1977 "to aid Arkansas public libraries in employing master's degree librarians by providing educational opportunities for public library staff members...."

This scholarship program is an exceptional financial support for professional librarians across the state.

- Since 1977, ASL's scholarship program has dispersed \$786,223 to 100 library professionals.
- In my tenure at Bentonville Public Library (BPL), four staff members have applied for and received scholarship assistance from the State Library through the City of Bentonville: Hadi Dudley, Sue Ann Pekar, Sarah Gowdy and Fallon Zschiegner-Bleich.

I am proud that **Courtney Fitzgerald** was **approved** to receive scholarship assistance from the **Arkansas State Library Board of Directors** on **February 12, 2016**. Ms. Fitzgerald is currently earning her master of library and information science (MLIS) degree at the University of North Texas (UNT).

- As a senior librarian on the BPL team, a MLIS from an ALA-accredited school is required for her position with the City of Bentonville.
- Fitzgerald has met, and continues to meet, all of the State Library's scholarship standards.
- As a scholarship participant, Fitzgerald joins the ranks of library leadership in Arkansas, and is a shining example of the program's success.

The rules governing the state-funded scholarship program for eligibility read "scholarship funds will be distributed to a public library that submits scholarship application to the ASL Board and (the library) must be able to accept and administer the scholarship on behalf of the employee."

- The scholarship is administered by the ASL Board and are dispersed to the applicant library at the completion of each semester.
- Formal acceptance of funds and payment to the individual is a key requirement of the standards for the Arkansas State Library's scholarship assistance program.
- This requirement is the reason that the City of Bentonville must perform a budget adjustment.
- The rules were enacted by the Arkansas State Library in 2005 to govern distribution of "State Aid to Public Libraries by the Arkansas State Library of the Department of Education." (A.C.A. § 19-5-305 (2016)).
- Although BPL does not receive State Aid, "public libraries not eligible for State Aid but recognized by the ASL as public libraries" allows for employees to participate in the scholarship program.

Attachment: Scholarship letter from Carolyn Ashcraft to Courtney Fitzgerald, March 25, 2016

Budget Adjustment: Scholarship Awards to C. Fitzgerald, FY2017

Fall 2016	\$ 1,350.00	one 3-hour course	completed 12/2016
Spring 2017	\$ 1,350.00	one 3-hour course	
Summer 2017	\$ -	none	
Fall 2017	\$ 2,700.00	two 3-hour courses	
	<u>\$ 5,400.00</u>		



Arkansas State Library

900 West Capitol Avenue, Suite 100, Little Rock, Arkansas 72201-3108
(501) 682-1527

March 25, 2016

Hadi Dudley, Director
Bentonville Public Library
405 South Main Street
Bentonville, AR 72712-5298

Dear Hadi:

In their regular quarterly meeting on February 12, 2016, the State Library Board approved the Bentonville Public Library's request to provide scholarship reimbursement support for Courtney Fitzgerald.

The rate of reimbursement will be \$450.00 per semester hour successfully completed above the first twelve hours earned toward the accredited MLS as evidenced by transcript submitted to the Arkansas State Library.

The State Library Board is pleased to award this support to Courtney as she works on the Master's degree at the University of North Texas.

I apologize for the delay in notifying you of this board action. If you have any questions, please feel free to call my office.

Sincerely,



Carolyn Ashcraft
State Librarian

cc: Brooke Crawford



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 24, 2017

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Council approval of Mayor Bob McCaslin's recommendation to appoint Betsy Batey to the Library Advisory Board.

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

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PLEASE RECYCLE





January 17, 2017

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Betsy Batey to the Bentonville Public Library
Advisory Board.

I recommend Betsy Batey for appointment to the Bentonville Public Library
Advisory Board, filling the vacancy by Elaine Kerr's term limit. Mrs. Batey's
term is scheduled for February 2017 – December 2021.


Bob McCaslin

RECEIVED DEC 12 2016



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name

If married, spouse's name:

Home Address

City Zip Code

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

* Must be a Bentonville resident to serve on a Bentonville Board or Commission.

REFERENCES

Name

Phone

Email

Name

Phone

Email

Please select all commissions / boards for which you would like to be considered:

- ☐ Advertising & Promotion Commission
- ☐ Airport Advisory Board
- ☐ Bentonville Facility Board
- ☐ Board of Adjustment
- ☐ Bentonville Housing Authority
- ☐ Criminal Nuisance Abatement Board

- ☒ Library Advisory Board
- ☐ Ozark Regional Transit Authority (Bentonville representative)
- ☐ Parks & Recreation Advisory Board
- ☐ Planning Commission
- ☐ Public Art Advisory Committee
- ☐ Tree & Landscape Advisory Committee

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

Part of my responsibilities include working directly with all Bentonville Public Schools library media specialists as facilitator for staff development, as well as supporting all library media center software for the district. In this capacity, it has been my good fortune to work closely with the staff of the Bentonville Public Library as they provide valuable resources for the students and staff members.

2. Why would you like to be considered for appointment to this commission or board?

A strong relationship has been built between the Bentonville Public Library and Bentonville Public Schools. It would be an honor to contribute to the growth of this collaborative partnership to promote literacy and community engagement as a member of the Library Advisory Board.

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	16-05
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 24, 2017

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Award Bid #16-05 to J. Johnson Construction Company, Inc. for the construction of the Elm Tree/Hwy 72 Intersection Improvements project in the amount of \$943,158.75. See attached memo, letter of recommendation, and bid tabulation from Sandcreek Engineers.

COST TO CITY:

Cost of this Request: \$943,159

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 4-Lane Tax 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: January 17, 2017

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Award Bid #16-05, Elm Tree/Hwy 72 Inters. Impr. Project

This project is to make intersection improvements to the intersection of Elm Tree Road and Hwy 72. The project will add lanes north bound on the south side of the intersection, lengthen the west bound turn lane on Elm Tree, add curb & gutter, storm drain, upgrading the traffic signals. This project will allow a much safer and efficient method to move traffic and pedestrians in and around the intersection. This project is being paid for with the "Four Lane Tax Fund" that is a result of the additional state wide sales tax approved by the voters approximately 3 years ago in which cities receive portion in turn back funds, our turnback portion is approximately \$700,000 per year.



January 12, 2017

City of Bentonville Purchasing Agent
NE 2nd Street Drainage Improvements
Bentonville, AR 72712

RE: Bentonville Project # 16-05 Elm Tree Intersection Improvements
Contract Award Recommendation

Mrs. Bertschy,

Bids were received and opened on January 11, 2017 at 2:00 pm. J. Johnson Construction Co., Inc. were the low bidder with a bid total of \$943,158.75. J. Johnson Construction Co., Inc. is recommended to be accepted by the City of Bentonville and awarded the construction contract of the above referenced project.

Please find the enclosed bid tabulations with corrected items for all bidders and call me if you have any questions.

Sincerely,

Timothy R. Sorey P.E.,
President

1610 NW 12th Street

Bentonville, AR 72712

Phone: (479) 464-9282

CONSTRUCTION BID

ITEM #	DESCRIPTION OF ITEM	QUANTITY	UNIT	Engineers Estimate			J. Johnson			Decco			Township		
				UNIT PRICE	TOTAL		UNIT PRICE	TOTAL		UNIT PRICE	TOTAL		UNIT PRICE	TOTAL	
Earthwork															
1	Cut Excavation for Slugtrap, Healed Off-Site	1,283	CY	\$20.00	\$25,660.00		\$18.25	\$23,414.75		\$26.50	\$33,990.50		\$39.00	\$38,490.00	
2	Select Fill (Imported from Off-Site)	1,350	CY	\$25.00	\$33,750.00		\$25.00	\$33,750.00		\$29.57	\$39,919.50		\$45.00	\$60,750.00	
3	Trench Safety	1	LS	\$2,000.00	\$2,000.00		\$2,600.00	\$2,600.00		\$2,453.88	\$2,453.88		\$1,000.00	\$1,000.00	
Demo															
4	Saw Cut	1,000	LF	\$5.00	\$5,000.00		\$6.50	\$6,500.00		\$7.00	\$7,000.00		\$2.50	\$2,500.00	
5	Concrete Sidewalk	2,425	SF	\$6.00	\$14,550.00		\$2.00	\$4,850.00		\$7.30	\$17,702.50		\$2.00	\$4,850.00	
6	Concrete Curb	591	LF	\$9.00	\$5,319.00		\$4.00	\$2,364.00		\$17.64	\$10,435.24		\$6.00	\$3,546.00	
7	Concrete Paving	495	SF	\$6.00	\$2,970.00		\$10.00	\$4,950.00		\$19.21	\$9,528.16		\$3.00	\$1,485.00	
8	Asphalt Paving	7,770	SF	\$4.00	\$31,080.00		\$0.25	\$1,942.50		\$3.00	\$23,310.00		\$1.50	\$11,655.00	
9	Storm Sewer Boxes	2	EA	\$1,800.00	\$3,600.00		\$1,000.00	\$2,000.00		\$1,546.70	\$3,063.40		\$1,200.00	\$2,400.00	
10	Storm Sewer Pipes	150	LF	\$15.00	\$2,250.00		\$15.00	\$2,250.00		\$64.56	\$9,684.00		\$15.00	\$2,250.00	
11	Manhole	11,420	SF	\$2.00	\$22,840.00		\$2.00	\$22,840.00		\$1.32	\$15,074.40		\$2.00	\$22,840.00	
12	Traffic Signal Removal	1	LS	\$7,500.00	\$7,500.00		\$10,000.00	\$10,000.00		\$4,088.00	\$4,088.00		\$7,500.00	\$7,500.00	
13	Signage Removal	1	LS	\$2,750.00	\$2,750.00		\$6,000.00	\$6,000.00		\$1,507.70	\$1,507.70		\$1,600.00	\$1,600.00	
Roads & Streets															
14	Class 7 Aggregate Base Course	383	TON	\$53.00	\$20,299.00		\$32.00	\$12,256.00		\$31.82	\$12,187.06		\$44.00	\$17,213.00	
15	2.5" HMAC Binder Course	153	TON	\$120.00	\$18,360.00		\$150.00	\$22,950.00		\$102.52	\$15,688.56		\$200.00	\$30,600.00	
16	1.5" HMAC Surface Course	92	TON	\$130.00	\$11,960.00		\$150.00	\$13,800.00		\$125.14	\$11,512.88		\$165.00	\$15,230.00	
17	Temporary Pavement Patching	1	LS	\$22,000.00	\$22,000.00		\$23,475.00	\$23,475.00		\$19,595.04	\$19,595.04		\$25,000.00	\$25,000.00	
18	Concrete Paving (7")	75	SY	\$50.00	\$3,750.00		\$85.00	\$6,375.00		\$106.45	\$8,008.75		\$90.00	\$6,750.00	
19	Concrete Curb & Gutter	6,590	LF	\$12.00	\$79,080.00		\$16.00	\$105,840.00		\$14.49	\$95,844.10		\$20.00	\$132,000.00	
20	2" HMAC Surface Course (Overlay)	140	TON	\$100.00	\$14,000.00		\$140.00	\$19,600.00		\$116.43	\$16,300.20		\$165.00	\$23,100.00	
21	Work Zone Safety Measures	1	LS	\$4,500.00	\$4,500.00		\$75,000.00	\$75,000.00		\$7,634.16	\$7,634.16		\$3,000.00	\$3,000.00	
22	Construction Traffic Control	1	LS	\$20,000.00	\$20,000.00		\$15,000.00	\$15,000.00		\$28,000.00	\$28,000.00		\$25,000.00	\$25,000.00	
23	Temporary Lane Shifting	1	LS	\$35,000.00	\$35,000.00		\$40,000.00	\$40,000.00		\$33,600.00	\$33,600.00		\$37,000.00	\$37,000.00	
24	Permanent Traffic Control Signage Installation	1	LS	\$5,000.00	\$5,000.00		\$15,000.00	\$15,000.00		\$4,140.82	\$4,140.82		\$8,000.00	\$8,000.00	
25	Traffic Control Plan	1	LS	\$4,000.00	\$4,000.00		\$6,000.00	\$6,000.00		\$1,120.00	\$1,120.00		\$5,000.00	\$5,000.00	

Elm Tree Intersection Improvements
Elm Tree Road and Highway 72 Bentonville, Arkansas

CONSTRUCTION BID

		Site Work									
26	Concrete Sidewalk	2,540	SF	\$5.00	\$12,700.00	\$6.00	\$15,840.00	\$6.69	\$22,914.26	\$6.00	\$15,840.00
27	Class 7 Base (4")	64	TON	\$20.00	\$1,280.00	\$45.00	\$2,880.00	\$25.00	\$1,600.00	\$45.00	\$2,880.00
28	ADA Ramps and Pads	5	EA	\$1,200.00	\$6,000.00	\$1,600.00	\$8,000.00	\$1,007.49	\$5,437.45	\$1,200.00	\$6,000.00
29	Transverse Concrete W/	5	EA	\$400.00	\$2,000.00	\$450.00	\$2,250.00	\$440.34	\$2,248.70	\$450.00	\$2,250.00
30	Reinforce Retaining Wall	804	SF	\$35.00	\$28,140.00	\$28.00	\$22,512.00	\$39.20	\$31,516.80	\$45.00	\$36,180.00
31	Sod	1,195	SQ	\$5.00	\$5,975.00	\$4.50	\$5,382.50	\$5.60	\$6,687.60	\$5.00	\$5,975.00
32	Topsoil	159	CY	\$25.00	\$3,975.00	\$50.00	\$7,950.00	\$27.44	\$4,371.16	\$35.00	\$5,557.50
Thermoplastic Traffic Markings											
33	Directional Arrows	14	EA	\$400.00	\$5,600.00	\$900.00	\$12,600.00	\$560.00	\$7,840.00	\$750.00	\$10,500.00
34	Stop Bars	50	LF	\$300.00	\$15,000.00	\$100.00	\$5,000.00	\$58.00	\$2,900.00	\$75.00	\$3,750.00
35	"ONE WAY"	6	EA	\$600.00	\$3,600.00	\$800.00	\$4,800.00	\$560.00	\$3,360.00	\$750.00	\$4,500.00
36	Pedestrian Crossing	135	LF	\$60.00	\$8,100.00	\$100.00	\$13,500.00	\$58.00	\$7,860.00	\$75.00	\$10,125.00
37	Solid Double Lane Stripe	355	LF	\$6.00	\$2,130.00	\$4.00	\$1,420.00	\$2.24	\$787.20	\$4.00	\$1,420.00
38	Solid Lane Stripe	75	LF	\$3.00	\$225.00	\$3.00	\$225.00	\$1.12	\$84.00	\$2.00	\$150.00
39	Dashed Lane Stripe	335	LF	\$2.00	\$670.00	\$2.50	\$837.50	\$1.12	\$375.20	\$2.00	\$670.00
40	Lane Transition	1	LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,120.00	\$1,120.00	\$2,000.00	\$2,000.00
Storm Sewer & Utilities											
41	18" RCP	148	LF	\$60.00	\$8,880.00	\$80.00	\$11,840.00	\$75.91	\$11,244.88	\$60.00	\$8,880.00
42	24" RCP	82	LF	\$80.00	\$6,560.00	\$95.00	\$7,790.00	\$85.75	\$6,997.50	\$70.00	\$5,740.00
43	18" RCP FES	3	EA	\$1,500.00	\$4,500.00	\$750.00	\$2,250.00	\$628.90	\$2,486.70	\$700.00	\$2,100.00
44	24" RCP FES	2	EA	\$1,800.00	\$3,600.00	\$900.00	\$1,800.00	\$970.07	\$1,940.14	\$950.00	\$1,800.00
45	Junction Box	1	EA	\$2,200.00	\$2,200.00	\$4,200.00	\$4,200.00	\$2,979.03	\$2,979.03	\$5,500.00	\$5,500.00
46	Catch Inlet (no extension)	3	EA	\$3,500.00	\$10,500.00	\$3,500.00	\$10,500.00	\$3,508.93	\$10,526.79	\$6,200.00	\$18,600.00
47	8" Pipe	220	LF	\$9.00	\$1,980.00	\$7.50	\$1,650.00	\$5.83	\$1,282.60	\$4.00	\$880.00
48	12" Storm Manhole	125	LF	\$10.00	\$1,250.00	\$7.00	\$875.00	\$5.57	\$696.25	\$15.00	\$1,875.00
49	Grid Protection	4	EA	\$250.00	\$1,000.00	\$400.00	\$1,600.00	\$271.09	\$1,084.36	\$500.00	\$2,000.00
50	Concrete Washout	3	EA	\$600.00	\$1,800.00	\$1,000.00	\$3,000.00	\$765.45	\$2,295.35	\$750.00	\$2,250.00
51	Post A Table	1	EA	\$600.00	\$600.00	\$1,800.00	\$1,800.00	\$952.00	\$952.00	\$2,500.00	\$2,500.00
52	Signpost Panels	2	EA	\$300.00	\$600.00	\$150.00	\$300.00	\$652.02	\$1,304.04	\$1,000.00	\$2,000.00
53	Rebar for Existing Post Indicator Valve	1	EA	\$2,200.00	\$2,200.00	\$3,200.00	\$3,200.00	\$3,281.69	\$3,281.69	\$2,500.00	\$2,500.00
54	Water Valve (Adjust)	4	EA	\$160.00	\$640.00	\$500.00	\$2,000.00	\$485.58	\$1,942.32	\$150.00	\$600.00
55	Water Meter (Adjust)	4	EA	\$100.00	\$400.00	\$750.00	\$3,000.00	\$628.79	\$2,515.16	\$550.00	\$2,200.00

CONSTRUCTION BID

65	Fire Hydrant (Adjust)	1	EA	\$600.00	\$600.00	\$3,000.00	\$2,726.81	\$304.00	\$800.00
67	Transformer Pad (Adjust)	1	EA	\$1,700.00	\$1,700.00	\$1,000.00	\$1,706.80	\$756.00	\$750.00
68	Pull Box (Adjust)	3	EA	\$1,200.00	\$3,600.00	\$750.00	\$860.00	\$1,630.00	\$1,200.00
69	Signs (Relocate)	6	EA	\$100.00	\$600.00	\$300.00	\$261.61	\$1,868.68	\$750.00
69	8" PVC Sewer Line (Installation Only)	61	LF	\$60.00	\$3,660.00	\$120.00	\$70.01	\$4,270.81	\$3,660.00
61	Full Depth Stone Backfill	110	TON	\$43.00	\$4,730.00	\$45.00	\$48.25	\$5,075.50	\$4,000.00
62	Sandy Shovel Manhole (0' x Depth <11')	1	EA	\$4,000.00	\$4,000.00	\$4,000.00	\$3,990.50	\$4,000.00	\$4,000.00
63	Adjust Manhole Rim	1	EA	\$3,000.00	\$2,000.00	\$2,400.00	\$2,768.26	\$760.00	\$700.00
64	Core Existing Manhole	1	EA	\$2,500.00	\$2,000.00	\$3,000.00	\$2,834.30	\$1,500.00	\$1,500.00
65	6" PVC C-900 Water Pipe	37	LF	\$70.00	\$2,590.00	\$75.00	\$83.13	\$3,075.81	\$1,695.00
66	6" Tapping Sleeve	1	EA	\$3,900.00	\$3,900.00	\$2,400.00	\$2,950.72	\$45.00	\$3,500.00
67	6" Gate Valve	1	EA	\$1,500.00	\$1,500.00	\$1,200.00	\$1,561.25	\$1,500.00	\$1,500.00
68	8" x 12" Tee	1	EA	\$1,750.00	\$1,750.00	\$1,100.00	\$2,604.45	\$1,500.00	\$1,500.00
69	Cut & Cap Existing 6" Line	1	EA	\$1,400.00	\$1,400.00	\$900.00	\$2,142.00	\$1,000.00	\$1,000.00
70	8" PVC C-900 Water Pipe	41	LF	\$75.00	\$3,075.00	\$80.00	\$85.49	\$3,505.09	\$2,500.00
71	8" Tapping Sleeve	1	EA	\$4,000.00	\$4,000.00	\$2,700.00	\$4,057.74	\$4,500.00	\$4,500.00
72	8" Gate Valve	1	EA	\$2,000.00	\$2,000.00	\$1,250.00	\$2,717.59	\$2,000.00	\$2,000.00
73	8" x 12" Tee	1	EA	\$1,800.00	\$1,800.00	\$1,250.00	\$2,602.43	\$1,600.00	\$1,600.00
74	Cut & Cap Existing 8" Line	1	EA	\$1,600.00	\$1,600.00	\$1,200.00	\$2,070.83	\$1,200.00	\$1,200.00
75	12" Ductile Iron C900 Water Pipe	202	LF	\$95.00	\$17,710.00	\$95.00	\$16,967.74	\$50.00	\$16,165.00
76	12" Tapping Sleeve	2	EA	\$5,500.00	\$11,000.00	\$3,500.00	\$9,230.80	\$7,000.00	\$14,000.00
77	12" Gate Valve	3	EA	\$3,000.00	\$9,000.00	\$1,600.00	\$4,234.22	\$3,000.00	\$6,000.00
78	12" x 12" Tee	1	EA	\$2,200.00	\$2,200.00	\$1,500.00	\$3,733.82	\$2,000.00	\$2,000.00
79	Cut & Cap Existing 12" Line	2	EA	\$2,000.00	\$4,000.00	\$1,400.00	\$3,084.22	\$1,500.00	\$3,000.00
80	Class 7 Full Depth Backfill (45 LF)	95	TON	\$45.00	\$2,475.00	\$95.00	\$33.09	\$3,150.00	\$1,925.00
Traffic Signal									
601	Mobilization	1	LS	\$3,000.00	\$3,000.00	\$20,000.00	\$18,704.00	\$9,500.00	\$9,500.00
SP & 701	System Local Controller T32-1 Type 2 (2-Phase)	1	EA	\$15,800.00	\$15,800.00	\$28,500.00	\$28,330.40	\$28,000.00	\$28,000.00
SP & 706	Traffic Signal Head LED (3-Section, 1-Way)	8	EA	\$770.00	\$6,160.00	\$960.00	\$775.16	\$6,200.28	\$7,250.00
SP & 706	Traffic Signal Head LED (4-Section, 1-Way)	4	EA	\$1,200.00	\$4,800.00	\$1,300.00	\$330.86	\$1,000.00	\$4,000.00
SP & 707	Countdown Pedestrian Signal Head, LED	4	EA	\$700.00	\$2,800.00	\$1,350.00	\$1,183.82	\$4,775.88	\$4,800.00
709	Traffic Signal Cable (6C14 A.W.G.)	1	LS	\$1,800.00	\$1,800.00	\$2,150.00	\$3,942.40	\$1,200.00	\$1,200.00
708	Traffic Signal Cable (2C14 A.W.G.)	1	LS	\$900.00	\$900.00	\$1,115.00	\$2,806.00	\$6,000.00	\$6,000.00
708	Traffic Signal Cable (2C14 A.W.G.)	1	LS	\$4,000.00	\$4,000.00	\$2,550.00	\$2,865.80	\$3,500.00	\$3,500.00

Elm Tree Intersection Improvements
Elm Tree Road and Highway 72 Bentonville, Arkansas

CONSTRUCTION BID

710	Non-Metallic Conduit (3")	1	LS	\$11,500.00	\$11,500.00	\$9,400.00	\$9,400.00	\$2,016.00	\$2,016.00	\$15,000.00	\$15,000.00
710	Non-Metallic Conduit (1.25")	1	LS	\$600.00	\$600.00	\$350.00	\$350.00	\$168.00	\$168.00	\$950.00	\$950.00
711	Concrete Pull Box (Type 2 HD)	2	EA	\$860.00	\$1,720.00	\$850.00	\$1,700.00	\$345.00	\$1,690.00	\$1,500.00	\$3,000.00
714	Traffic Signal Mast Arm and Pole with Foundation (24")	1	EA	\$12,500.00	\$12,500.00	\$12,850.00	\$12,850.00	\$13,095.44	\$13,095.44	\$14,500.00	\$14,500.00
714	Traffic Signal Mast Arm and Pole with Foundation (28")	1	EA	\$17,500.00	\$17,500.00	\$13,500.00	\$13,500.00	\$15,093.12	\$15,093.12	\$15,500.00	\$15,500.00
714	Traffic Signal Mast Arm and Pole with Foundation (36")	1	EA	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$17,601.82	\$17,601.82	\$25,700.00	\$25,700.00
715	Traffic Signal Pedestal Pole with Foundation (18")	1	EA	\$2,500.00	\$2,500.00	\$2,435.00	\$2,435.00	\$2,128.00	\$2,128.00	\$5,000.00	\$5,000.00
SP & 723	Voice Detector (CLP)	4	EA	\$750.00	\$3,000.00	\$3,125.00	\$12,500.00	\$3,633.12	\$10,532.48	\$4,000.00	\$16,000.00
723	Voice Monitor (CLP)	1	EA	\$1,500.00	\$1,500.00	\$950.00	\$950.00	\$770.56	\$770.56	\$900.00	\$900.00
SP & 723	Video Processor, Edge Card (2 Camera)	2	EA	\$500.00	\$1,000.00	\$7,980.00	\$15,960.00	\$9,178.16	\$18,356.32	\$8,000.00	\$16,000.00
723	Videos Edge Card Extender	1	EA	\$3,000.00	\$3,000.00	\$700.00	\$700.00	\$4,188.80	\$438.80	\$600.00	\$600.00
SP & 723	Vehicle Detector Rack (16 Channels)	1	EA	\$3,500.00	\$3,500.00	\$2,325.00	\$2,325.00	\$2,030.56	\$2,030.56	\$7,500.00	\$7,500.00
723	Videos Cable	1	LS	\$100.00	\$100.00	\$3,500.00	\$3,500.00	\$4,662.56	\$4,662.56	\$5,000.00	\$5,000.00
SP	Electrical Conduits-In-Conduit (2C9 A.W.G., E.G.C.)	1	LS	\$600.00	\$600.00	\$450.00	\$450.00	\$173.60	\$173.60	\$250.00	\$250.00
SP	Electrical Conduits-In-Conduit (1C9 A.W.G., E.G.C.)	1	LS	\$850.00	\$850.00	\$625.00	\$625.00	\$156.00	\$156.00	\$900.00	\$900.00
SP	Electrical Conduits-In-Conduit (1C12 A.W.G., E.G.C.)	1	LS	\$3,500.00	\$3,500.00	\$150.00	\$150.00	\$56.00	\$56.00	\$400.00	\$400.00
SP	Service Panel Assembly (2 Circuits)	1	EA	\$3,000.00	\$3,000.00	\$1,750.00	\$1,750.00	\$1,680.00	\$1,680.00	\$7,500.00	\$7,500.00
SP	18" Street Name Sign	4	EA	\$800.00	\$3,200.00	\$550.00	\$2,200.00	\$616.00	\$2,464.00	\$550.00	\$2,200.00
SP	Empty Fiber Optic Cable to be Re-Located in Conduit	1	LS	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$3,096.00	\$3,096.00	\$1,500.00	\$1,500.00
Contribution Bid Total				\$710,787.00		\$852,908.75					
R Contingency Allowance				\$30,000.00							
Base Bid Total				\$441,287.00		\$882,908.75					
Performance Bond					\$8,000.00		\$8,175.00		\$5,600.00		\$9,000.00
Payment Bond					\$8,000.00		\$8,175.00		\$5,600.00		\$9,000.00
Bid Total				\$664,287.00		\$943,198.75					
Bid Bond (5% of Bid Total)					N/A		\$47,157.94		\$47,639.05		\$5,128.70

Bold and Italic - Indicate corrected values from the actual bid forms received from the Contractor.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 24, 2016

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

City Council approval of a Resolution allowing the Mayor to enter into an agreement with CEI Engineering Associates, Inc. for engineering and design services for AHTD Job # 090473 HWY 102/SW "I" St. Inters. Improvements (Bentonville) (S), commonly known as SW "I" Street Right Turn Lane. The cost of this contract will be \$134,044.00.

COST TO CITY:

Cost of this Request: \$134,044

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	134,044.00
Funds Expended to Date	\$	-
Remaining Budget	\$	134,044.00
Budget Adjustment	\$	-
Remaining After Adjustment	\$	134,044.00

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

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council

From: Bryan Wick, Project Manager

Date: Wednesday, January 18, 2017

Re: Design Contract for SW I Street Right Turn Lane, AHTD # 090473

On May 24th, 2016, City Council approved an Agreement of Understanding and Resolution (5-24-16C) with the Arkansas Highway Transportation Department (AHTD) to utilize STP-A funds for the design, engineering and construction of a right turn lane that will be added to SW I Street, from the intersection of HWY 102 and SW I Street, north to Melissa Drive.

The STP-A grant is an 80/20 grant and the City of Bentonville will be required to match 20% (\$25,000) which is planned to come out of the Four Lane Sales Tax. In addition to the 20% match, a budget adjustment in the amount of \$9,044 is requested to supplement the remaining balance of the design contract.

CEI Engineering Associates has been selected as the firm to perform the design and engineering services for this project. The contract amount for this project is \$134,044.00. This contract is for design services only and another contract will be presented to City Council once the project is ready for construction.

Staff requests City Councils approval of a resolution allowing the Mayor to enter into a contract with CEI Engineering Associates for the design of AHTD Job # 090473 HWY 102/SW "I" St. Inters. Impvts (Bentonville) (S), commonly known as SW I Street Right Turn Lane.

Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My telephone number is (479) 696-0227 or I can be reached via email at bwick@bentonvillear.com

AGREEMENT
FOR
ENGINEERING SERVICES
(LOCAL VERSION – COST PLUS FEE)

JOB NO. 090473
FEDERAL AID PROJECT ("FAP") NO. Z230-9036(19)
HWY. 102/SW "I" ST. INTERS. IMPVTS. (BENTONVILLE) (S)

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the City of Bentonville in Benton County, Arkansas ("Owner"), and CEI Engineering Associates, Inc. ("Consultant"), a corporation existing under the laws of the State of Arkansas, with principal offices at Bentonville, Arkansas.

WITNESSETH:

WHEREAS, the Owner is planning to construct a second southbound lane with necessary sidewalk and drainage improvements along SW "I" Street from Melissa Dr. to Hwy. 102.; 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. "Consultant's Representative" shall be Aaron Smith, PE, until written notice is provided to the Owner designating a new representative.
- 1.2. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is **\$134,044.00**. 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, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.3. "Contract Price" is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4. "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.

- 1.5. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 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. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be 190.17 percent until acceptance of an updated audited indirect cost rate by the Department's Chief Auditor. If applicable, the Indirect Cost Rate for each subconsultant shall be listed in Appendix B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is \$134,044.00. 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.
- 1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier under this Agreement will be determined at a later date until acceptance of an updated audited indirect cost rate by the Department's Chief Auditor.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the Project.
- 1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is to be negotiated at a later date. 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.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 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, costs, and expenditures 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 information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

- 3.1. *Allowable costs.*
- 3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—
- 3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;
- 3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—
- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
 - Direct labor;
 - Direct travel;
 - Other direct in-house costs; and
 - Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
 - The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

- 3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.
- 3.1.3. Allowable costs for travel are reimbursed for actual expenses incurred and are subject to the limitations, regulations, and cost principals and procedures in 48 C.F.R. Part 31 and the State of Arkansas Travel Regulations as adopted by the Department Accounting Manual, which are expressly incorporated into this Agreement by reference.
- 3.1.4. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.
- 3.1.5. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.
- 3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1. SCHEDULE OF SALARY RANGES

CEI - SCHEDULE OF SALARY RANGES		
CLASSIFICATION	HOURLY RATE	
	LOW	HIGH
PM 1 - SR. PROJECT MANAGER	\$50.00	\$72.00
PM 2 - PROJECT MANAGER	\$42.00	\$50.00
PE - PROJECT ENGINEER	\$32.00	\$46.00
DE - DESIGN ENGINEER	\$25.00	\$32.00
DSR - DESIGNER	\$21.00	\$30.00
SENIOR PROFESSIONAL SURVEYOR	\$40.00	\$52.00
PROJECT PROFESSIONAL SURVEYOR	\$28.00	\$45.00
STAFF SURVEYOR	\$18.00	\$30.00
ENGINEERING TECHNICIAN	\$17.00	\$26.00
CADD DRAFTER	\$17.00	\$25.00
PARTY CHIEF	\$18.00	\$30.00
INSTRUMENT MAN	\$13.00	\$19.00
RODMAN	\$10.00	\$15.00
ADMIN - ADMINISTRATIVE ASSISTANT	\$12.00	\$20.00

- 3.2.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. *Indirect Cost Rates.*

- 3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection 1.10. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in **Appendix B**. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").
- 3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, AHTD, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas State Highway & Transportation Department Indirect Cost Rate Audit Requirements*.
- 3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas State Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.
- 3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas State Highway and Transportation Department's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.
- 3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for

changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.

- 3.4. *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of **\$11,063.00** for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.
- 3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:
- 3.5.1. 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 supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.
- 3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement that meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.
- 3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of the allowed costs, and the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.
- 3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.
- 3.6. *Title I Services, Title II Services, Ceiling Price and Contract Ceiling Price.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I and Title II services under this Agreement, including all costs and fees, shall not exceed the Title I and Title II Services Ceiling Price, respectively. No adjustment of the Indirect Cost Rate, other adjustment, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.
- 3.7. *Final payment.*

- 3.7.1. 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 allowable costs and any retainage owed to the Consultant. After the final release, the Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.
- 3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. 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—
- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
 - A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.
- 3.8. *Owner's Right to Withhold Payment.* 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) the Consultant's default or 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. DISALLOWANCE OF COSTS

- 4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.
- 4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.
- 4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs

incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

- 5.1. *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.
- 5.2. *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 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 Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of 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, 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—
- 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.
- 5.4. *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.
- 5.5. *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.
- 5.6. *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 29, 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—

- 5.6.1. 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,
- 5.6.2. 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.
- 5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

The City of Bentonville (Owner) is planning to widen SW "I" St. between Melissa Dr. and Hwy. 102 (SW 14th St.) that will consequently add a right hand turn lane at the intersection of Hwy. 102 and SW "I" St. The improvements will provide greater access and help to alleviate some of the existing congestion at the intersection of S.W. "I" Street and Hwy 102.

The consultant will provide traffic studies and signal warrant analysis, environmental studies and clearance documentation, necessary control, design, and property/ROW surveys, and geotechnical studies with pavement design.

This project includes Federal-aid STP-Attributable funds, and all work will be reviewed and approved by AHTD. All work and contract requirements shall conform to requirements of FHWA, AHTD, and City.

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

I. ENVIRONMENTAL CLEARANCE DOCUMENTATION

A. ENVIRONMENTAL DATA COLLECTION

- 1. Preliminary environmental data associated with the proposed project area will be collected to assess impacts to the social, economic, and natural environments. Data related to the following impact areas should be included:
 - a. Air Quality
 - b. Noise Quality
 - c. Hazardous Materials
 - d. Wetlands and Stream Impacts
 - e. Water Quality, including Public Drinking Supplies
 - f. Farmland
 - g. Land Use and Land Cover
 - h. Migratory Birds
 - i. Terrestrial and Aquatic Communities
 - j. Endangered and Threatened Species
 - k. Economic
 - l. Community
 - m. Relocations of Homes and Businesses, Non-profit Organizations, and Tenants of all types. If there will be more than five relocatees, a Conceptual State Relocation Study that complies with the Uniform Relocation Act (49 Code of Federal Regulations §24.205) will be required in the environmental document.

- n. Environmental Justice and Title VI
- o. Recreational Areas
- p. Archeological and Historic Sites
- q. Visual
- r. Section 4(f) and 6(f)
- s. Secondary and Cumulative Impacts

B. ENVIRONMENTAL CONSTRAINTS MAP

1. All environmental data collected will be transferred to appropriately scaled aerial photographs to produce a map that indicates all known environmentally sensitive areas. The City will supply current aerial photography for use on the project; any additional photography deemed necessary shall be the responsibility of the Consultant.

II. LOCATION AND/OR DESIGN ALTERNATIVES

1. A conceptual layout has been previously developed. Additional development of alternatives shall include early and continuous coordination with the City, AHTD, FHWA and appropriate resource agencies. Electronic copies of the design shall be furnished to the CITY in AutoCAD Civil 3D 2011 format and AHTD in Bentley MicroStation "DGN" format.
2. Prepare cost estimates for each alternative.
3. After all reasonable and feasible alternatives have been reviewed by the City, AHTD, and FHWA; a determination will be made on which type of environmental document (Environmental Impact Statement, Environmental Assessment, or Categorical Exclusion) is warranted.

A. UTILITY RELOCATION

1. Verify existing utility locations.
2. Determine utilities to be relocated as necessary.
3. Prepare designs and plans for utility relocations.

B. PUBLIC INVOLVEMENT – IF REQUIRED

1. Coordinate with the City and AHTD on time and location of the public involvement meeting.
2. Prepare and submit notice of public involvement meeting to the City and AHTD for review and approval.
3. Prepare public involvement displays and handouts for review and approval of the CITY and AHTD. Provide adequate numbers of handouts and displays for the public involvement meeting.
4. Conduct public involvement meeting and assist the City by being prepared to answer questions and explain all concepts of the proposed alternatives.
5. Prepare synopsis of the public involvement meeting; review and respond to public involvement comments received at the meeting, prepare and review public involvement transcript; and submit Title VI report.

C. CULTURAL RESOURCES AND HISTORIC PROPERTIES

1. Perform a cultural resources impact evaluation and comparison for the Environmental Assessment based on state records research, an on-site inspection of high probability sites, and a historic structures survey for all alternatives.
2. After a Preferred Alternative is identified, conduct surveys, complete and submit a cultural resources report to SHPO. Cultural resources clearance will be required for the final environmental documentation.

3. Coordinate with FHWA through AHTD for tribal consultation and correspondence.

D. BIOLOGICAL INVESTIGATIONS

1. Conduct wetland surveys and delineations to determine the limits of all jurisdictional waters of the United States and potential jurisdictional wetlands within the project limits. The area of project impact to jurisdictional waters, including wetlands and streams, will be determined to permit the project under Section 404 of the Clean Water Act. Wetlands will be delineated using the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual of 1987 and applicable supplemental guidance published by the USACE for the project location.
2. The Consultant will contact the U.S. Fish and Wildlife Service (USFWS) to ensure all state and federally listed threatened and endangered species of concern in the project area are identified in order to avoid/minimize impacts. This coordination will assist in providing guidelines from these agencies on existence, habitat and mitigation. If suitable habitat for any listed threatened or endangered species is encountered within potential location alternatives, it may be necessary to survey for the species. Presence and probable absence surveys for any listed threatened or endangered species are not included as a part of this scope.

E. HAZARDOUS/REGULATED MATERIALS

1. Conduct a literature and database review and a visual survey to identify potential hazardous/regulated material sites in the vicinity of the proposed project. The results of this effort shall be documented in the Environmental Documentation. The work shall include:
 - a. Overview and Summary of Hazardous Materials Sites within Study Area- This initial screening will include a review and evaluation of applicable state and federal regulatory agency databases.
 - b. Identification of Sites of Concern - A review and evaluation of the following list will be performed for the reasonable and feasible alternatives. CERCLA, NPL, RCRA, RST, LRST, State Superfund, city/county Solid Waste Landfills.
 - c. Visual survey of study area.

F. ENVIRONMENTAL DOCUMENT

1. Prepare environmental document. Include location studies, Biological Assessments (per Section 7 of the Endangered Species Act), noise analysis results, and Section 4(f) evaluations if necessary.
2. Submit draft environmental document in electronic format for review by the CITY and AHTD.
3. Perform revisions necessary to respond to comments from the City and AHTD review.
4. Submit final draft to the CITY and AHTD for FHWA approval.
5. Provide designated number of copies of environmental document after FHWA approval and distribute as directed. An electronic copy of the approved environmental document in pdf format will be provided to the CITY and the AHTD.
6. Coordinate and obtain appropriate federal and state permits and clearances (Section 106, etc.) necessary for environmental clearance and to construct the proposed project in compliance with the City and AHTD procedures. Provide environmental information needed for

completion of NPDES SWPPP to design team, including wetland locations and acres of impacts, endangered and threatened species, 303(d) waters, Total Maximum Daily Load (TMDL) waters, operator of local municipal separate storm sewer system (MS4), and special waters for 50 ft buffer zone.

G. FINAL DOCUMENTATION

1. Prepare special provisions related to environmental commitments and protection.
2. Provide wetland delineations and preliminary jurisdictional determination assessments of waters of the United States for Section 404 Clean Water Act Permit applications.

III. FIELD SURVEYS AND MAPPING

The Consultant shall be responsible for obtaining all required aerial photography (other than that provided by the City) and topographic mapping. The Consultant shall also be responsible for all field surveys including topographic surveys, hydraulic surveys and property surveys. All survey tasks shall be performed according to AHTD requirements specified in the most current version of the General and Detailed Scope of Work for Control Surveys, Design Surveys, and Land Surveys (See Appendix E).

All services performed shall be consistent with Arkansas minimum standards and in compliance with Arkansas laws and regulations governing the practice of Land Surveyors and with all Federal, State, and Local laws, regulations and ordinance applicable to the work.

IV. ROADWAY DESIGN AND PLANS

A. PRELIMINARY DESIGN

1. Submit design criteria and drainage study to be used in the design of the project for approval by City and AHTD prior to beginning preliminary design work.
2. Conduct traffic studies necessary for pavement design and signal warrant analyses per the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) warrant criteria.
3. Submit 30% plans for review by the City and AHTD to include at a minimum: the proposed alignment with horizontal curve data, grades with vertical curve data, limits of construction, existing property lines and rights of way, temporary and permanent construction easements, roadside safety items, preliminary size of drainage structures, maintenance of traffic signing and striping conceptual plans, permanent pavement marking details, culvert diagrams (if necessary), erosion control plans, floodway and floodplain limits (if necessary), and existing aerial photography and/or topographic survey. Include in the plans, any areas likely to be constrained due to environmental considerations.
4. Provide four (4) paper half size sheets (11x17), one electronic pdf, and AutoCAD/Civil 3D and Bentley MicroStation files for plan review.
5. Obtain soil borings and provide soil testing for pavement design.
6. Provide pavement design alternatives according to the requirements of the Roadway Design Plan Development Guidelines using American Association of State Highway and Transportation Officials (AASHTO) design procedures, and submit recommendation to City and AHTD for approval.

7. Provide the roadway plan sheets. Preliminary plans shall be submitted at the 50% level for AHTD approval of the geometric design, title sheet, and typical sections as defined in Appendix I of the Roadway Design Plan Development Guidelines.
8. Public Meeting, if required. The Consultant shall prepare all design related displays to be used at the public meeting when needed. This would include, but not be limited to plans of the proposed route illustrating the proposed horizontal and vertical alignments complete with crossing road realignments. All proposed and existing right of way requirements, including easements, shall be included on this display. The Consultant shall assist the City at the meeting by being prepared to answer and explain all concepts of the proposed design. The Consultant shall also be responsible for developing a written transcript of the public comments and provide written responses to each comment. This written transcript shall be furnished to the City and AHTD for the completion of the project certification. The Roadway Design Division of AHTD can furnish examples of this transcript from past meetings.
9. The preliminary roadway plans shall show, as a minimum:
 - a. title sheet,
 - b. typical sections of improvement shall conform to City and AHTD standard sections,
 - c. pavement design recommendations,
 - d. special details as needed,
 - e. control detail sheets of the survey baseline and design centerline with control point data in accordance with the standard used by the Roadway Design Division of AHTD (required only if survey is necessary), and
 - f. Roadway plan sheets showing:
 - survey information including existing utilities,
 - roadway grades for main lanes, crossing roads and other roads as needed,
 - alignment data for main lanes, crossing roads and other roads as needed,
 - tentative construction limits,
 - existing and proposed Right of Way, permanent and temporary construction easements, and control of access (existing and proposed),
 - all roadway/roadside features within the right of way, proposed roadside safety items such as guardrail, impact attenuation barriers, etc., and
 - preliminary size of drainage structures (provide hydrologic and hydraulic calculations).
 - g. Provide complete traffic signalization plans and wiring diagrams; and provide construction details for the intersection per the latest edition of MUTCD.
 - h. Provide traffic signing and striping conceptual plans.
 - i. Provide permanent pavement marking details.
 - j. Provide erosion control plans.
10. Provide two (2) paper half size sheets (11x17) copies, one electronic pdf, and one roll plot of plans for 30% review.
11. Provide two (2) paper half size sheets (11x17) copies, one electronic pdf, and MicroStation files of plans for preliminary field inspection, right of way review, and 50% plan review. Provide a preliminary construction cost estimate.

12. Attend preliminary and final field inspection. Field inspection for the project may be performed at the 50% and 90% review level.
13. Make revisions necessary to respond to comments made at the 50% review as well as comments made at the preliminary field inspection.

B. FINAL DESIGN

1. Provide final roadway plans showing all information requested in Item 7 of Section A.
2. Perform design calculations and develop details for drainage structures.
3. Provide quantities.
4. Provide an index of sheets, a list of specifications, and general notes
5. Provide special provisions.
6. Provide transportation management plan.
7. Provide construction cost estimate.
8. Provide control detail sheets of the survey baseline and design centerline with control point data in accordance with the standard used by the Roadway Design Division of AHTD.
9. Provide two (2) paper half size sheets (11x17) copies and one (1) electronic pdf of plans for final field inspection and 90% review.
10. Attend final field inspections.
11. Make plan changes resulting from the 90% review, subsequent reviews, and final field inspection.
12. Perform all other work required to advertise and receive bids.
13. Provide hydraulic certification (if necessary).
14. Provide three (3) paper half size sheet (11x17) copies, six (6) roll plot of plans, and one (1) electronic pdf of plans. Plans shall be sealed and signed with engineers stamp

V. RIGHT-OF-WAY PLANS

A. PRELIMINARY AND FINAL DESIGN

1. Provide Right-of-Way Plans, easement and acquisition documents, as necessary. (See
2. "Stage Submittal of Right of Way Plans".)

VI. PROJECT MANAGEMENT

A. THE CONSULTANT SHALL:

1. Notify the City of its schedule, in advance, for all activities.
2. When specified, seek Right of Entry (ROE) from public or private landowners to perform services. ROE permission shall be in writing and signed by the landowner. Develop letters or other materials for seeking right of entry. Letters or other materials seeking ROE shall not be distributed without prior approval of the City. Letters or other materials seeking ROE shall contain explicit reference to the kinds of activities for which ROE is requested and an indication of the impacts that shall result from performance of surveying or environmental services.
3. Notify the City as soon as practical, by phone and in writing, if performance of environmental services discloses the presence or likely presence of significant impacts (in accordance with 40 CFR 1500-1508). Inform the City of the basis for concluding there are significant impacts, and the basis for concluding that the impacts may require mitigation.
4. Notify the City as soon as practical, by phone and in writing, if performance of environmental services results in identification of impacts or a level of controversy that may elevate the project's status from an

environmental assessment, and require the City to reassess the appropriate level of documentation.

5. Provide monthly updates to the detailed project schedule.
6. Project Controls: prepare for and coordinate invoices and billing with the City.
7. Conduct an initial review and update of the preliminary project scope, detailed project schedule, and preliminary estimate using forms provided by the City and submit at major project milestones.
8. Recommend scope, schedule, and budget changes and submit supporting documentation including efforts to minimize or mitigate the changes in accordance with procedures outlined by the City.
9. The Consultant is responsible for coordination and communication with the City and all Subconsultants for items such as work activities, billing, and miscellaneous coordination.

8. INFORMATION TO BE PROVIDED BY THE OWNER

- A. Surveys
 1. Provide Ortho Rectified Aerial Photography (if available).
- B. Environmental
 1. Provide sample environmental clearance documents.
 2. Prepare and coordinate for public meetings.
 3. Prepare, publish, and pay for public notices and legal notices.
 4. Provide Spanish translation services at public meetings as necessary.
 5. Review of draft documents.
 6. Prepare documents for coordination with FHWA for tribal correspondence and document approvals.
 7. Prepare documents to coordinate with State Historic Preservation Officer (SHPO) and other federal, state, and local agencies as necessary.
 8. Submit the Section 404 permit application and National Pollutant Discharge Elimination System (NPDES) construction permit application.
- C. Design
 1. Provide previous traffic and planning studies.
 2. Provide existing construction plans.
 3. Provide a conceptual layout.
- D. Right-of-way
 1. Provide existing right-of-way plans.
 2. Provide right-of-way appraisal and acquisition.
 3. Handle utility adjustments.
 4. Handle relocatees.
 5. Handle any required Right-of-way plan revisions occurring after Stage 5 is completed by the Consultant.
- E. Value Engineering Study if required
- F. Advertise and Receive Bids

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

- A. POST AWARD OF CONTRACT (TITLE II SERVICES) – to be included at a later date
 1. Upon request by City and or the AHTD, provide design related solutions to construction problems and issues that may arise.
 2. Provide review and approval of traffic signal brochures, as requested by the City, and any other supplementary plans or similar data submitted by the Contractor and requiring approval.

10. COORDINATION WITH OWNER

Throughout the Project, the Consultant shall held monthly conferences in Bentonville, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, the 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.

11. OFFICE LOCATION FOR REVIEW OF WORK

Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at the project office of the Consultant located in Bentonville, Arkansas.

12. ACCESS TO PROPERTY

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.

13. DELIVERABLES

- Preliminary Design Phase:
 - Roadway Design Criteria (prior to preliminary design)
 - Geotechnical Report for Pavement Design
 - Traffic Study and Signal Warrant Analyses
 - 30% Complete Roadway Plans
 - 50% Complete Roadway Plans
 - Hydrologic and Hydraulic Report for Storm Drainage.
 - 50% Right of Way strip map
 - 90% Right of Way Plans
 - Final Right of Way Plans
 - Meeting Minutes from Coordination Meetings
- Final Design Phase:
 - 90% Complete Roadway Design Plans.
 - Final half size reproducible Roadway Design Plans signed and sealed by an Arkansas Registered Professional Engineer.
 - Special provisions.
 - Transportation management plan.
 - Construction cost estimate.
 - Copies of Meeting Minutes from Coordination Meetings.

- Electronic files of the project design and plans on a compact disc in Bentley System Version 8i MicroStation format that is fully indexed (all reference files attached and set to load automatically). This includes the electronic copies of Roadway and Traffic Signal submittals. In addition, a copy of this deliverable shall be provided to the City in AutoCAD Civil 3D 2011 format, on compact disk.

14. SUBCONTRACTING

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. Furthermore, 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 Owner without the express written agreement of the Owner.
- 14.5. *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:
 - 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;
 - notify any sureties; and/or,
 - 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.
- 14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

- 15.1. Neither the employees of the Consultant, or of its subcontractors, shall be deemed employees of the Owner for the purposes of this Agreement.
- 15.2. The Consultant and its subcontractors agree that it will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement. Furthermore, the Consultant and its subcontractors shall not enter into any other contract during the term of this Agreement that would create or involve a conflict of interest with the services provided herein or other contracts that may be adverse to the Owner, State, City or County as it relates to this Agreement.
- 15.3. 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.
- 15.4. 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 drawings, specifications, and cost estimates.
- 15.5. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.
- 15.6. 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 to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.
- 15.7. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.
- 15.8. 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.
- 15.9. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.
- 15.10. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

- 16.1. *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.

- 16.2. 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, conform to the requirements of this Agreement, meet the satisfaction of the Owner, and are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content.
- 16.3. 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 Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. 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.

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. 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, to be completed by September 1, 2017 [within a period of 8 months], unless extended or terminated by the Owner in accordance with this Agreement.
- 17.2. 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.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall 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. The Project shall be completed as follows:
- Preliminary and Environmental Starts January 2016
 - Roadway Design Starts February 2016
 - Project Ready for Advertisement September 2016

18. TERMINATION

- 18.1. 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.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
- Immediately discontinue all services affected (unless the notice directs otherwise).

- 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.
 - Terminate all subcontracts to the extent they relate to the work terminated.
 - 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.
 - 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.
 - Complete performance of any work not terminated.
 - 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.
- 18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services*. The Owner, upon its own determination, shall pay the Consultant in addition to payment for services rendered and reimbursable costs incurred, for all expenses the Owner determines to have been reasonably incurred by the Consultant in connection with the orderly termination of this Agreement including but not limited to demobilization, reassignment of personnel, associated indirect costs and all other expenses directly resulting from termination.
- 18.5. 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 to the extent caused by Consultant's default.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 29, Disputes and Claims.
- 18.7. 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.

19. STOP WORK ORDERS

- 19.1. 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—

- Cancel the stop work order; or
- Terminate the work pursuant to Section 18, Termination.

19.2. 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 Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement;
- 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,
- The Consultant provides Notice of Potential Claim pursuant to Section 29, Disputes and Claims.

20. CHANGES

20.1. 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) 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.

20.2. 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.

20.3. All claims and disputes shall be governed by the Section 29, 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.

20.4. Failure to agree to any adjustment shall be a dispute under Section 29, 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.*

21. OWNERSHIP OF DOCUMENTS & DATA

Except for any pre-existing intellectual property, 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 at no cost 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.

22. PATENT AND COPYRIGHT INFRINGEMENT

- 22.1. 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.
- 22.2. 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.
- 22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.
- 22.4. 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.
- 22.5. 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) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

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.

24. FUNDING LIMITATIONS

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 and provided by the State of Arkansas and those to be provided by the United States.

25. RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

- 25.1. The Consultant shall not be permitted to employ or make an offer of employment, for regular or part-time work related to any Owner or Department projects during the term of this Agreement, to any person who:
- is a present employee of the Owner or Department;
 - is a former employee of the Owner or Department and at any time during the person's employment with the Owner or Department, the person participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, on any particular matter pertaining to this Agreement;
 - is a former employee of the Owner or Department within the twelve (12) months of employment cessation, and under this Agreement will knowingly act as a principal or as an agent in matters which were within this person's official responsibility; or
 - is a former employee of the Owner or Department within the twelve (12) months of employment cessation will engage in selling or attempting to sell commodities or services, including technical or professional consultant services to the Owner or Department, unless the former employee's last annual salary with the Owner or Department did not exceed ten thousand five hundred dollars (\$10,500).
 - is a former employee of the Owner or Department and at any time was terminated with cause or allowed to resign/retire in lieu of termination with cause.
- 25.2. Any individual or entity acting as a principal or agent on behalf of any person disqualified pursuant to the terms of provision 25.1 shall not be permitted to perform any work related to any Owner or Department project for the Consultant during the term of this Agreement.
- 25.3. This section is not intended to preclude a former employee from accepting employment with the Consultant solely because the Consultant has entered into this Agreement with the Owner.

26. SUCCESSORS AND ASSIGNS

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 having any interest in, this Agreement.

27. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 27.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, their officers, employees, and agents, and all other governmental agencies with an interest in the Project, from and for all claims and liabilities stemming from any negligent acts, errors or omissions in the services performed in this Agreement on the part of the Consultant and its subcontractors, and their agents and employees.
- 27.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD 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.
- 27.3. *Independent Consultant Relationship.* The parties intend that the Consultant shall be an independent consultant 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.

28. INSURANCE

- 28.1. *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 to the extent caused by the performance of professional services under 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 subject to the terms of the policy.
- 28.2. *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.
- 28.3. *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.
- 28.4. *Automobile and General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain commercial general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000 per occurrence and aggregate, 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.

- 28.5. *Valuable Papers Insurance.* The Consultant shall at all times during the term of this Agreement maintain Valuable Papers Insurance, whether as part of the General Liability Insurance referenced above or as a separate insurance, in an amount sufficient to cover all cost associated with repairing, restoring, or replacing any plans, drawings, field notes, and other documents kept or created by the Consultant as part of the services under this Agreement, in the event of casualty to or loss or theft of such papers.
- 28.6. *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.
- 28.7. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies authorized 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 reduction in limits of liability insurance during its term except upon thirty (30) days prior written notice to the Owner. In the event that the insurance is cancelled, terminated, or changed during its term and thirty (30) days written notice cannot be provided to the Owner, the Consultant shall provide any insurance required under this Article for continual coverage upon expiration of the existing policy or become financially responsible for any claims associated with the expired period.
- 28.8. *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 and Valuable Papers 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.
- 28.9. *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.
- 28.10. *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.

29. DISPUTES AND CLAIMS

- 29.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner 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.**

29.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner 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.**

29.3. *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:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

29.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

29.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

29.6. *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.

30. COVENANT AGAINST CONTINGENCY FEES

- 30.1. 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 Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 30.2. *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.
- 30.3. *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.
- 30.4. *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.
- 30.5. *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.

31. TITLE VI ASSURANCES (NONDISCRIMINATION)

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

- 31.1. *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.
- 31.2. *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.

- 31.3. *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, religion, national origin, sex, age, or disability.
- 31.4. *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.
- 31.5. *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 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.
- 31.6. *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 the USDOT and its Affiliated Modes may direct as a means of enforcing such provisions, 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.

32. DBE CLAUSE

- 32.1. 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.
- 32.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

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

- 33.1. 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.
- 33.2. 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.
- 33.3. 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.

34. CERTIFICATION REGARDING LOBBYING

- 34.1. The Consultant certifies, to the best of their knowledge and belief, that:
- 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.
 - 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".
 - 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.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 35.1. The Consultant certifies, to the best of its knowledge and belief, that—
- The Consultant and any of its Principals—
 - 35.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

- 35.1..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;
 - 35.1..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 33.1.1.2; and,
 - 35.1..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.
- 35.2. *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.
- 35.3. 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.
- 35.4. 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.

36. MISCELLANEOUS

- 36.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local codes, laws, regulations, standards, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.
- 36.2. *Registered Professional Engineer's Endorsement.* All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.
- 36.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 36.4. *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.

- 36.5. *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.
- 36.6. *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, Arkansas law and regulations, Department and FHWA Design Standards, and this Agreement.
- 36.7. *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.
- 36.8. *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.
- 36.9. *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.
- 36.10. *Force Majeure Clause.* Neither party to this Agreement shall be liable for any delay direct or indirect in performance caused by an unforeseen event such as acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party beyond such party's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure.
- 36.11. *Authorization to Proceed.* Execution of this Agreement by the Owner will be made by written authorization to the Consultant. The Consultant and Subcontractors shall not seek reimbursement for work initiated prior to receiving written notice to proceed or work order authorization.

37. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

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.

38. NOTICE

- 38.1. 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:

38.1.1. To the Owner's Representative:

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

38.1.2. To the Consultant:

Aaron Smith, PE
CEI Engineering Associates, Inc.
3108 SW Regency Parkway
Bentonville, AR 72712

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

CEI Engineering Associates, Inc.

BY


Brent Massey, PE
Vice-President

City of Bentonville, Arkansas

BY:

Bob McCaslin
Mayor

APPENDICES

APPENDIX A	JUSTIFICATION OF FEES AND COSTS
APPENDIX B	SUBCONTRACTS B-1 FTN Associates Ltd. B-2 B & F Engineering, Inc. B-3 Traffic Engineering Consultants, Inc. B-4 GTS, Inc.
APPENDIX C	STANDARD CERTIFICATIONS C-1 CEI Engineering Associates, Inc. C-2 FTN Associates Ltd. C-3 B & F Engineering, Inc. C-4 Traffic Engineering Consultants, Inc. C-5 GTS, Inc. C-6 City of Bentonville
APPENDIX D	PROJECT SCHEDULE
APPENDIX E	GENERAL AND DETAILED SCOPE OF WORK FOR CONTROL SURVEYS, DESIGN SURVEYS, AND LAND SURVEYS

APPENDIX A – JUSTIFICATION OF COSTS AND FEES

A-1

Attachment A - Justification of Costs and Fees
January 3, 2016
AHTD JOB #090473 – HWY. 102/SW "I" ST. INTERS. IMPVTS. (BENTONVILLE)(S)
CEI Engineering, Inc.
SUMMARY

TITLE I SERVICES	HOURS	SALARY	FEE	EXPENSES	TOTAL
PROJECT MANAGEMENT	63	\$6,520	\$808	\$90	\$7,418
CEI					
ROADWAY DESIGN & PLANS	751	\$72,409	\$8,981	\$3,385	\$84,775
CEI (includes geotechnical subconsultant as expense)					
DSUR (Topographic, Terrain, & Utility)	157	\$10,611	\$1,273	\$750	\$12,634
CEI					
ENVIRONMENTAL					
(FTN Sub consultant)					
CSUR (Primary, Vertical, & Secondary)					
(B & F Sub consultant)					
PSUR (Title Services, Existing ROW, Parcel)					
(B & F Sub consultant)					
PSUR (Right-of-Way Staking)					
(B & F Sub consultant)					
PSUR (Right-of-Way Monumenting & Final Plats)					
(B & F Sub consultant)					
Right-of-Way Plans					
(B & F Sub consultant)					
TRAFFIC					
(TEC Sub consultant)					
Geotechnical					
(See CEI roadway expenses, provided by GTS)					
SUBTOTAL TITLE I	971	\$89,540	\$11,063	\$4,225	\$104,827
SUBCONSULTANTS TITLE I					
FTN - Environmental Services	69	\$7,514	\$902	\$315	\$8,731
B & F Engineering Inc. - Surveying Services	184	\$10,107	\$1,213	\$1,568	\$12,888
TEC - Traffic Services	72	\$6,784	\$814	\$0	\$7,598
SUBTOTAL SUBCONSULTANTS TITLE I	325	\$24,405	\$2,929	\$1,883	\$29,217
TOTAL TITLE I	1,296	\$113,945	\$13,992	\$6,108	\$134,044
TITLE II SERVICES	0	\$0		\$0	\$0
(To be negotiated at a later date)					
SUBCONSULTANTS TITLE II					
Sub 1					
Sub 2					
TOTAL TITLE II	0	\$0		\$0	\$0
TOTAL PROJECT	1,296	\$113,945	\$13,992	\$6,108	\$134,044

Attachment A - Justification of Costs and Fees
January 3, 2016
AHTD JOB #090473 – HWY. 102/SW "I" ST. INTERS. IMPVTS. (BENTONVILLE)(S)
CEI Engineering, Inc.

PROJECT MANAGEMENT

MANHOURS								
TASK	PM1	PM2	PE	PE	DE	DSR	ADMIN	TOTAL
General								
Prepare and Implement Project QAQC Plan		2	4		2		2	10
Coordination Meetings and documentation	1	6			6		3	16
Prepare and manage billing and invoices		6			3			9
Environmental								
Coordination with sub consultant FTN		2			4		1	7
Traffic								
Coordination with sub consultant TEC		2			4		1	7
Roadway								
See Roadway Tab/spreadsheet								
Control/Parcel/Right of Way								
Coordination with sub consultant B&F		2			4		1	7
Geotechnical								
Coordination with GTS		2			4		1	7
TOTAL MH - PROJECT MANAGEMENT	1	22	4	0	27	0	9	63

LABOR COSTS				
Category - Description	Rate	MH	Amount	
PM1 - Sr. Project Manager	\$57.69	1	\$58	
PM2 - Project Manager	\$45.83	22	\$1,008	
PE - Project Engineer	\$44.43	4	\$178	
PE - Project Engineer	\$43.08	0	\$0	
DE - Design Engineer	\$31.15	27	\$841	
DSR - Designer	\$24.76	0	\$0	
ADMIN - Administrative Assistant	\$18.00	9	\$162	
		Subtotal	\$2,247	
		Overhead	190.17%	\$4,273
		Subtotal		\$6,520
		Fee		\$782
		FCCM	1.17%	\$26
		Subtotal Labor Costs		\$7,328

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)	500	each	\$0.18	\$90
Printing (11 x 17 Color)		each	\$0.00	\$0
Mileage		mile	\$0.54	\$0
Lodging		each	\$0.00	\$0
			\$0.00	\$0
		Subtotal Expenses		\$90
TOTAL COSTS - PROJECT MANAGEMENT				\$7,418

PROJECT MANAGEMENT

3 of 6

Attachment A - Justification of Costs and Fees
January 3, 2016
AHTD JOB #090473 – HWY. 102/SW "I" ST. INTERS. IMPVTS. (BENTONVILLE)(S)
CEI Engineering Inc.

ROADWAY DESIGN & PLANS

TASK	MANHOURS							TOTAL
	PM1	PM2	PE	PE	DE	DSR	ADMIN	
Preliminary Work								
Preliminary Coordination, Project Research, and Data Collection		4		3	6	4	2	19
Design Criteria & Drainage Study								
Design Criteria		2		1	5			8
Drainage Study		1		2	1			4
Prepare up to Two Design Alternates								
Prepare up to two conceptual design alternates and conceptual cost estimates		6		2	20	8		36
Public Involvement Meeting								
Prepare for, Conduct, & Document Public Involvement Meeting		8			16	8	12	44
Utility Relocation								
Utility Locates Provided via Design Topo Survey								
Coordination with Utilities		2			6			8
Determination of Utility Conflicts		2			4			6
Prepare designs and plans for utility relocations		2			16			18
Roadway Design								
30% Design Phase Per AHTD Plan Development Guidelines								
Title Sheet		1			6	2		9
Typical Sections of Improvement		2			8	4		14
Geometric Design and Preliminary Plan and Profile Sheets		4			36	10		50
Submittal Package QA/QC Process	1	4	4		4			13
Address City/AHTD Comments		2			6	2		12
General Coordination		3			2		2	7
50% Design Phase Per AHTD Plan Development Guidelines								
Title Sheet		1			2	1		4
Typical Sections of Improvement		2			5	2		9
Special Details		4			8	4		16
Erosion Control Details		2			8	4		14
MOT Details		4			18	8		30
Permanent Pavement Marking Details		2			8	2		12
Survey Control Detail Sheets		2			4	2		8
Plan and Profile Sheets		6			40	10		56
Drainage Design and Hydraulic/Hydrology Report		2	1	10	16	10		39
Cross Sections		2			16			18
50% Design Cost Estimate		2			8	2		12
Develop Transportation Management Plan		2			6			8
Submittal Package QA/QC Process	1	2	3	1	2			9
Address City/AHTD Comments		2		2	8	2		14
Preliminary Field Inspection		2			2			4
General City/AHTD/Team Coordination		6			4		3	13

Attachment A - Justification of Costs and Fees
January 3, 2016
AHTD JOB #090473 – HWY. 102/SW "I" ST. INTERS. IMPVTS. (BENTONVILLE)(S)
CEI Engineering Inc.

ROADWAY DESIGN & PLANS

MANHOURS								
TASK	PM1	PM2	PE	PE	DE	DSR	ADMIN	TOTAL
90% and Final Design Phase Per AHTD Plan Development Guidelines								
Title Sheet		1			1			2
Index of Sheets and Governing Specs., List of SPs.		1			2	1		4
General Notes		1			2	1		4
Typical Sections of Improvement		0			2	0		2
Special Details		2			8	4		14
Erosion Control Details		2		2	3	2		9
MOT Details		2			8	3		13
Permanent Pavement Marking Details		1			2	1		4
Quantity Sheets and Summary of Quantities		2		2	10	5		19
Survey Control Detail Sheets		0			1	0		1
Plan and Profile Sheets		4			24	4		32
Drainage Design and Hydraulic/Hydrology Report		1	1	10	6	4		22
Cross Sections		2			10	4		16
Special Provisions		6	1	3	8	2	2	22
90% Design Cost Estimate		2			8	2		12
Develop Transportation Management Plan		1			6		1	8
Submittal Package QA/QC Process	1	2	2	1	2			8
Address City/AHTD Comments		2		4	6	2		14
Final Field Inspection		2			4			6
Prepare Hydraulic Certification, if needed								0
Prepare and Submit SWPPP Documentation for Permitting		1		3				4
Prepare Final Signed Plans and Construction Cost Estimate		2			4	2		8
General City/AHTD/Team Coordination		6			3		4	13
TOTAL MH - ROADWAY DESIGN & PLANS	3	129	12	46	413	122	26	751
LABOR COSTS				Rate	MH	Amount		
Category - Description								
PM1 - Sr. Project Manager				\$57.69	3			\$173
PM2 - Project Manager				\$45.83	129			\$5,912
PE - Project Engineer				\$44.43	12			\$533
PE - Project Engineer				\$43.08	46			\$1,982
DE - Design Engineer				\$31.15	413			\$12,865
DSR - Designer				\$24.76	122			\$3,021
ADMIN - Administrative Assistant				\$18.00	26			\$468
						Subtotal		\$24,954
						Overhead 190.17%		\$47,455
						Subtotal		\$72,409
						Fee		\$8,689
						FCCM 1.17%		\$292
						Subtotal Labor Costs		\$81,390
EXPENSES				Quantity	Unit	Rate	Amount	
ITEM								
Printing (8.5x11 B&W)				400	each	\$0.18		\$72
Printing (11x17 B&W)				1,200	each	\$0.25		\$300
Mileage				0	miles	\$0.540		\$0
Lodging NA				0	each	\$0.00		\$0
Roll Plot Exhibits				3	each	\$50.00		\$50
Geotechnical Sub-consultant Expense				1	each	\$2,962.60		\$2,963
						Subtotal Expenses		\$3,385
						TOTAL COSTS - ROADWAY DESIGN & PLANS		\$84,775

CEI Engineering, Inc.

ROADWAY DESIGN & PLANS

[illegible]

ESTIMATED COSTS FOR SURVEYS PERFORMED FOR AHTDAttachment A: SUMMARY SECTION

DATE: 11/21/16

AHTD JOB #: 090473

JOB TITLE: Hwy. 102/SW "I" St. Inters. Impvts. (Bentonville) (S)

HWY., ROUTE, and SECTION: Hwy. 102

COUNTY: Benton

TYPE SURVEY: DSUR (Topographic, Terrain, & Utility)

SUMMARY OF ESTIMATED COSTS BASED ON THE SCOPE OF WORK DATED: 09/01/16

COST SUMMARY	
TASKS	AMT
A. CSUR (Primary, Vertical, & Secondary) - Page 2 (N/A)	\$ -
B. DSUR (Topographic, Terrain, & Utility) - Page 3	\$ 12,633.86
C. PSUR (Title Services, Existing ROW, Parcel) - Page 4 (N/A)	\$ -
D. PSUR (Right-of-Way Staking) - Page 5 (N/A)	\$ -
E. PSUR (Right-of-Way Monumenting & Final Plats) - Page 6 (N/A)	\$ -
F. Right-of-Way Plans - Page 7 (N/A)	\$ -
TOTAL COST OF SERVICES	\$ 12,633.86

HOURS SUMMARY							
POSITION	A	B	C	D	E	F	TOTAL
Senior Professional Surveyor		0					0
Project Professional Surveyor		3					3
Staff Surveyor		16					16
Engineering Technician		18					18
CADD Drafter		40					40
Party Chief		40					40
Instrument Man		40					40
Rodman		0					0
Administrative Assistant		0					0
Mileage							0
Travel Expenses							0

EQUIPMENT SUMMARY	
Make & Model Level = Sokkia SDL 30	
Make & Model Level = Sokkia SDL 30	
Make & Model Total Station = Topcon GTS-233W	
Make & Model GPS = NA	

Note: The DSUR (Topographic, Terrain, & Utility) survey services will be provided by CEI Engineering.

ATTACHMENT "A"**CEI ENGINEERING, INC.**9:31 AM 1/6/2017
Prepared By: RDAWSON**ESTIMATE OF COSTS FOR SURVEYS PERFORMED FOR AHTD****Attachment A-B: DSUR (Topographic, Terrain, & Utility)**

DATE: 11/21/16

AHTD JOB #: 090473

JOB TITLE: Hwy. 102/SW "I" St. Inters. Impvts. (Bentonville) (S)

HWY., ROUTE, and SECTION: Hwy. 102

COUNTY: Benton

TYPE SURVEY: DSUR (Topographic, Terrain, & Utility)

SUMMARY OF ESTIMATED COSTS BASED ON THE SCOPE OF WORK DATED: 09/01/16

POSITION	RATE	HRS ORG	HRS ADD	HRS TOT	AMT
Senior Professional Surveyor				0	\$ -
Project Professional Surveyor	\$ 30.52	3		3	\$ 91.56
Staff Surveyor	\$ 26.52	16		16	\$ 424.32
Engineering Technician	\$ 24.00	18		18	\$ 432.00
CADD Drafter	\$ 21.50	40		40	\$ 860.00
Party Chief	\$ 28.65	40		40	\$ 1,146.00
Instrument Man	\$ 17.57	40		40	\$ 702.80
Rodman	\$ 12.00	0		0	\$ -
Administrative Assistant	\$ 18.00	0		0	\$ -
		157.0			
Note: HRS ORG = Hours Originally; HRS ADD = Hours Additional					
(1) LABOR		\$3,656.68	\$0.00		\$3,656.68
(2) OVERHEAD (% of Labor)	190.17%	\$6,953.91			\$6,953.91
(3) EXPENSES (Allowed In Fee)					
n/a	\$ -				\$0.00
(4) SUBTOTAL (Labor + Overhead + Expenses)		\$10,610.59	\$0.00		\$10,610.59
(5) FIXED FEE (% of Labor + Overhead + Expenses)		\$1,273.27	\$0.00		\$1,273.27
SUBTOTAL (Labor + Overhead + Expenses + Fixed Fee)		\$11,883.86	\$0.00		\$11,883.86
(6) REIMBURSABLE EXPENSES (Not included in Fee)		QTY ORG	QTY ADD	QTY TOT	
Mileage	\$ 0.42	0	0	0	\$ -
Travel Expenses (Meals & Lodging per day)	\$ 140.00	0	0	0	\$ -
One-Call Utility Locates	\$ 75.00	10	0	10	\$ 750.00
	\$ -	0	0	0	\$ -
TOTAL REIMBURSABLE EXPENSES		\$750.00	\$0.00		\$ 750.00
(7) TOTAL COST OF SERVICES [(3)+(4)+(5)+(6)]		\$12,633.86	\$0.00		\$ 12,633.86

Note: Survey areas to include:

100 ft North from the North edge of Melissa road for the North boundary;

The East edge of the sidewalk located on the East side of SW I St for the East boundary;

50 ft. South from the South edge of the pavement of SW 14th St for the South boundary;

100 ft. West from the West edge of pavement of SW I St. for the West boundary;

Attachment A - Justification of Costs and Fees
November 21, 2016
AHTD JOB #090473 – HWY. 102/SW "I" ST. INTERS. IMPVTS. (BENTONVILLE)(S)
FTN Associates, Ltd.

ENVIRONMENTAL SERVICES

MANHOURS							
TASK	EPM	SS	ES	GS	CADD	ADMIN	TOTAL
Task Name							
ENVIRONMENTAL CLEARANCE DOCUMENTATION							
Environmental Data Collection			12				12
Environmental Constraints Map			2	4			6
LOCATION AND/OR DESIGN ALTERNATIVES							
Preferred Alternative			2				2
Prepare Alternative Package			2				2
Submit Alternative Package			1				1
City/AHTD Review and Establish Preferred Alternate							0
Prepare for and Attend Public Involvement Meeting			6				6
SHPO and USFWS Coordination			4			1	5
Hazardous/Regulated Materials			1				1
Environmental Document	1		16	1		4	22
Biological Investigations			6				6
Cultural Resources and Historic Properties			1				1
Utility Relocation							0
Final Documentation	1		2	1		1	5
							0
							0
							0
TOTAL MH - ENV. CLEAR. DOC.	2	0	55	6	0	6	69

LABOR COSTS			
Category - Description	Rate	MH	Amount
EPM - Senior Project Manager	\$52.00	2	\$104
SS - Senior Scientist		0	\$0
ES - Project Scientist	\$41.00	55	\$2,255
GS - GIS Specialist	\$35.00	6	\$210
CADD - CAD Tech		0	
ADMIN - Word Processor	\$18.00	6	\$108
		Subtotal	\$2,677
	Overhead	180.68%	\$4,837
		Subtotal	\$7,514
		Fee	\$902
	FCCM	0.00%	\$0
		Subtotal Labor Costs	\$8,416

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)	0	each	\$0.00	\$0
Printing (11 x 17 Color)	0	each	\$0.00	\$0
Mileage	120	mile	\$0.54	\$65
Lodging	0	each	\$0.00	\$0
Hazardous Waste Site Search	1	each	\$250.00	\$250
		Subtotal Expenses		\$315
TOTAL COSTS - ENVIRONMENTAL SERVICES				\$8,731

FTN Associates, Ltd.

[illegible]

ESTIMATED COSTS FOR SURVEYS PERFORMED FOR AHTDAttachment A: SUMMARY SECTION

DATE: 10/04/16

AHTD JOB #: 090473

JOB TITLE: Hwy. 102/SW "I" St. Inters. Impvts. (Bentonville) (S)

HWY., ROUTE, and SECTION: Hwy. 102

COUNTY: Benton

TYPE SURVEY: Control Surveys/CSUR and Land Surveys/PSUR

SUMMARY OF ESTIMATED COSTS BASED ON THE SCOPE OF WORK DATED: 09/14/16

COST SUMMARY	
TASKS	AMT
A. CSUR (Primary, Vertical, & Secondary) - Page 2	\$ 4,987.01
B. DSUR (Topographic, Terrain, & Utility) - Page 3 (N/A)	\$ -
C. PSUR (Existing ROW) - Page 4	\$ 5,860.67
D. PSUR (Right-of-Way Staking) - Page 5 (N/A)	\$ -
E. PSUR (Right-of-Way Monumenting & Final Plats) - Page 6 (N/A)	\$ -
F. Right-of-Way Plans - Page 7	\$ 2,039.99
TOTAL COST OF SERVICES	\$ 12,887.67

HOURS SUMMARY							
POSITION	A	B	C	D	E	F	TOTAL
Senior Professional Surveyor	2	0	4	0	0	4	10
Project Professional Surveyor	0	0	0	0	0	0	0
Staff Surveyor	0	0	20	0	0	8	28
Engineering Technician	14	0	4	0	0	0	18
CADD Drafter	0	0	12	0	0	16	28
Party Chief	28	0	22	0	0	0	50
Instrument Man	28	0	22	0	0	0	50
Rodman	0	0	0	0	0	0	0
Word Processing/Clerical	0	0	0	0	0	0	0
Mileage	200	0	200	0	0	0	400
Travel Expenses	6	0	4	0	0	0	10

EQUIPMENT SUMMARY	
Make & Model Level =	Zeiss Ni2 and/or Leica DNA-03
Make & Model Level Rod =	Leica GKNL4F (13.3', 3 Sections)
Make & Model Total Station =	Leica TCRM 1103 and/or TS-06
Make & Model GPS =	Trimble R8's

Note: These services will be provided by B & F Engineering, Inc., a Subconsultant to CEI Engineering Associates, Inc., to support the roadway engineering design.

ATTACHMENT "A"**B and F ENGINEERING, INC.**

7:14 AM 10/4/2016

Prepared By: JWM

ESTIMATE OF COSTS FOR SURVEYS PERFORMED FOR AHTD**Attachment A-A: CSUR (Primary, Vertical, & Secondary)**

DATE: 10/04/16

AHTD JOB #: 090473

JOB TITLE: Hwy. 102/SW "I" St. Inters. Impvts. (Bentonville) (S)

HWY., ROUTE, and SECTION: Hwy. 102

COUNTY: Benton

TYPE SURVEY: Control Surveys/CSUR and Land Surveys/PSUR

SUMMARY OF ESTIMATED COSTS BASED ON THE SCOPE OF WORK DATED: 09/14/16

POSITION	RATE	HRS ORG	HRS ADD	HRS TOT	AMT
Senior Professional Surveyor	\$ 50.00	2		2	\$ 100.00
Project Professional Surveyor	\$ 35.00			0	\$ -
Staff Surveyor	\$ 28.61			0	\$ -
Engineering Technician	\$ 25.00	14		14	\$ 350.00
CADD Drafter	\$ 24.00			0	\$ -
Party Chief	\$ 24.75	28		28	\$ 693.00
Instrument Man	\$ 17.00	28		28	\$ 476.00
Rodman	\$ 12.00			0	\$ -
Word Processing/Clerical	\$ 15.75			0	\$ -
		72.0			
Note: HRS ORG = Hours Originally; HRS ADD = Hours Additional					
(1) LABOR		\$1,619.00	\$0.00		\$1,619.00
(2) OVERHEAD (% of Labor)	124.07%	\$2,008.69	\$0.00		\$2,008.69
(3) EXPENSES (Allowed In Fee)					
n/a	\$ -				\$0.00
(4) SUBTOTAL (Labor + Overhead + Expenses)		\$3,627.69	\$0.00		\$3,627.69
(5) FIXED FEE (% of Labor + Overhead + Expenses)		\$435.32	\$0.00		\$435.32
SUBTOTAL (Labor + Overhead + Expenses + Fixed Fee)		\$4,063.01	\$0.00		\$4,063.01
(6) REIMBURSABLE EXPENSES (Not included in Fee)		QTY ORG	QTY ADD	QTY TOT	
Mileage	\$ 0.42	200	0	200	\$ 84.00
Travel Expenses (Meals & Lodging per day)	\$ 140.00	6	0	6	\$ 840.00
Miscellaneous Expenses (e.g. monument material, etc.)	\$ 50.00	0	0	0	\$ -
	\$ -	0	0	0	\$ -
TOTAL REIMBURSABLE EXPENSES		\$924.00	\$0.00		\$ 924.00
(7) TOTAL COST OF SERVICES [(3)+(4)+(5)+(6)]		\$4,987.01	\$0.00		\$ 4,987.01

Note: Establish 6± CTL's and 3± BM's, using existing AHTD marks to the north at the 8th St./Walton Blvd. There are 2± miles of level runs.

ATTACHMENT "A"**B and F ENGINEERING, INC.**

7:14 AM 10/4/2016

Prepared By: JWM

ESTIMATE OF COSTS FOR SURVEYS PERFORMED FOR AHTD**Attachment A-B: DSUR (Topographic, Terrain, & Utility)****DATE: 10/04/16****AHTD JOB #: 090473****JOB TITLE: Hwy. 102/SW "I" St. Inters. Impvts. (Bentonville) (S)****HWY., ROUTE, and SECTION: Hwy. 102****COUNTY: Benton****TYPE SURVEY: Control Surveys/CSUR and Land Surveys/PSUR****SUMMARY OF ESTIMATED COSTS BASED ON THE SCOPE OF WORK DATED: 09/14/16**

POSITION	RATE	HRS ORG	HRS ADD	HRS TOT	AMT
Senior Professional Surveyor	\$ 50.00			0	\$ -
Project Professional Surveyor	\$ 35.00			0	\$ -
Staff Surveyor	\$ 28.61			0	\$ -
Engineering Technician	\$ 25.00			0	\$ -
CADD Drafter	\$ 24.00			0	\$ -
Party Chief	\$ 24.75			0	\$ -
Instrument Man	\$ 17.00			0	\$ -
Rodman	\$ 12.00			0	\$ -
Word Processing/Clerical	\$ 15.75			0	\$ -
		0.0			
Note: HRS ORG = Hours Originally; HRS ADD = Hours Additional					
(1) LABOR		\$0.00	\$0.00		\$0.00
(2) OVERHEAD (% of Labor)	124.07%	\$0.00			\$0.00
(3) EXPENSES (Allowed In Fee)					
n/a	\$ -				\$0.00
(4) SUBTOTAL (Labor + Overhead + Expenses)		\$0.00	\$0.00		\$0.00
(5) FIXED FEE (% of Labor + Overhead + Expenses)		\$0.00	\$0.00		\$0.00
SUBTOTAL (Labor + Overhead + Expenses + Fixed Fee)		\$0.00	\$0.00		\$0.00
(6) REIMBURSABLE EXPENSES (Not included in Fee)		QTY ORG	QTY ADD	QTY TOT	
Mileage	\$ 0.42	0	0	0	\$ -
Travel Expenses (Meals & Lodging per day)	\$ 140.00	0	0	0	\$ -
One-Call Utility Locates	\$ 78.00	0	0	0	\$ -
	\$ -	0	0	0	\$ -
TOTAL REIMBURSABLE EXPENSES		\$0.00	\$0.00		\$ -
(7) TOTAL COST OF SERVICES [(3)+(4)+(5)+(6)]		\$0.00	\$0.00		\$ -

Note: The DSUR is being provided by CEI, the prime consultant.

ATTACHMENT "A"**B and F ENGINEERING, INC.**

7:14 AM 10/4/2016

Prepared By: JWM

ESTIMATE OF COSTS FOR SURVEYS PERFORMED FOR AHTD**Attachment A-C: PSUR (Existing ROW)**

DATE: 10/04/16

AHTD JOB #: 090473

JOB TITLE: Hwy. 102/SW "I" St. Inters. Impvts. (Bentonville) (S)

HWY., ROUTE, and SECTION: Hwy. 102

COUNTY: Benton

TYPE SURVEY: Control Surveys/CSUR and Land Surveys/PSUR

SUMMARY OF ESTIMATED COSTS BASED ON THE SCOPE OF WORK DATED: 09/14/16

POSITION	RATE	HRS ORG	HRS ADD	HRS TOT	AMT
Senior Professional Surveyor	\$ 50.00	4		4	\$ 200.00
Project Professional Surveyor	\$ 35.00			0	\$ -
Staff Surveyor	\$ 28.61	20		20	\$ 572.20
Engineering Technician	\$ 25.00	4		4	\$ 100.00
CADD Drafter	\$ 24.00	12		12	\$ 288.00
Party Chief	\$ 24.75	22		22	\$ 544.50
Instrument Man	\$ 17.00	22		22	\$ 374.00
Rodman	\$ 12.00			0	\$ -
Word Processing/Clerical	\$ 15.75			0	\$ -
		84.0			
Note: HRS ORG = Hours Originally; HRS ADD = Hours Additional					
(1) LABOR		\$2,078.70	\$0.00		\$2,078.70
(2) OVERHEAD (% of Labor)	124.07%	\$2,579.04	\$0.00		\$2,579.04
(3) EXPENSES (Allowed In Fee)					
n/a	\$ -				\$0.00
(4) SUBTOTAL (Labor + Overhead + Expenses)		\$4,657.74	\$0.00		\$4,657.74
(5) FIXED FEE (% of Labor + Overhead + Expenses)		\$558.93	\$0.00		\$558.93
SUBTOTAL (Labor + Overhead + Expenses + Fixed Fee)		\$5,216.67	\$0.00		\$5,216.67
(6) REIMBURSABLE EXPENSES (Not included in Fee)		QTY ORG	QTY ADD	QTY TOT	
Mileage	\$ 0.42	200	0	200	\$ 84.00
Travel Expenses (Meals & Lodging per day)	\$ 140.00	4	0	4	\$ 560.00
Certificates of Title	\$ 100.00	0	0	0	\$ -
Conflict Resolution/Title Co Abstracting/Research	\$ 250.00	0	0	0	\$ -
TOTAL REIMBURSABLE EXPENSES		\$644.00	\$0.00		\$ 644.00
(7) TOTAL COST OF SERVICES [(3)+(4)+(5)+(6)]		\$5,860.67	\$0.00		\$ 5,860.67

Note: Existing ROW only (i.e. no certificates of title/parcels) of SW "I" St. within the proposed improvement area. In addition, the roadway alignment and r/w for Hwy 102 will be established 200' east/west of the intersection.

ATTACHMENT "A"**B and F ENGINEERING, INC.**

7:14 AM 10/4/2016

Prepared By: JWM

ESTIMATE OF COSTS FOR SURVEYS PERFORMED FOR AHTD**Attachment A-D: PSUR (Right-of-Way Staking)****DATE: 10/04/16****AHTD JOB #: 090473****JOB TITLE: Hwy. 102/SW "I" St. Inters. Impvts. (Bentonville) (S)****HWY., ROUTE, and SECTION: Hwy. 102****COUNTY: Benton****TYPE SURVEY: Control Surveys/CSUR and Land Surveys/PSUR****SUMMARY OF ESTIMATED COSTS BASED ON THE SCOPE OF WORK DATED: 09/14/16**

POSITION	RATE	HRS ORG	HRS ADD	HRS TOT	AMT
Senior Professional Surveyor	\$ 50.00			0	\$ -
Project Professional Surveyor	\$ 35.00			0	\$ -
Staff Surveyor	\$ 28.61			0	\$ -
Engineering Technician	\$ 25.00			0	\$ -
CADD Drafter	\$ 24.00			0	\$ -
Party Chief	\$ 24.75			0	\$ -
Instrument Man	\$ 17.00			0	\$ -
Rodman	\$ 12.00			0	\$ -
Word Processing/Clerical	\$ 15.75			0	\$ -
		0.0			
<u>Note: HRS ORG = Hours Originally; HRS ADD = Hours Additional</u>					
(1) LABOR		\$0.00	\$0.00		\$0.00
(2) OVERHEAD (% of Labor)	124.07%	\$0.00	\$0.00		\$0.00
(3) EXPENSES (Allowed In Fee)					
n/a	\$ -				\$0.00
(4) SUBTOTAL (Labor + Overhead + Expenses)		\$0.00	\$0.00		\$0.00
(5) PROFIT OR FEE (% of Labor + Overhead + Expenses)		\$0.00	\$0.00		\$0.00
SUBTOTAL (Labor + Overhead + Expenses + Profit)		\$0.00	\$0.00		\$0.00
(6) REIMBURSABLE EXPENSES (Not included in Fee)		QTY ORG	QTY ADD	QTY TOT	
Mileage	\$ 0.42	0	0	0	\$ -
Travel Expenses (Meals & Lodging per day)	\$ 140.00	0	0	0	\$ -
Miscellaneous Expenses	\$ -	0	0	0	\$ -
	\$ -	0	0	0	\$ -
TOTAL REIMBURSABLE EXPENSES		\$0.00	\$0.00		\$ -
(7) TOTAL COST OF SERVICES [(3)+(4)+(5)+(6)]		\$0.00	\$0.00		\$ -

Note: Per CEI, the Prime Consultant, no ROW staking will be warranted. The City of Bentonville will not be acquiring additional r/w.

ATTACHMENT "A"**B and F ENGINEERING, INC.**7:14 AM 10/4/2016
Prepared By: JWM**ESTIMATE OF COSTS FOR SURVEYS PERFORMED FOR AHTD****Attachment A-E: PSUR (Right-of-Way Monumenting & Final Plats)**

DATE: 10/04/16

AHTD JOB #: 090473

JOB TITLE: Hwy. 102/SW "I" St. Inters. Impvts. (Bentonville) (S)

HWY., ROUTE, and SECTION: Hwy. 102

COUNTY: Benton

TYPE SURVEY: Control Surveys/CSUR and Land Surveys/PSUR

SUMMARY OF ESTIMATED COSTS BASED ON THE SCOPE OF WORK DATED: 09/14/16

POSITION	RATE	HRS ORG	HRS ADD	HRS TOT	AMT
Senior Professional Surveyor	\$ 50.00			0	\$ -
Project Professional Surveyor	\$ 35.00			0	\$ -
Staff Surveyor	\$ 28.61			0	\$ -
Engineering Technician	\$ 25.00			0	\$ -
CADD Drafter	\$ 24.00			0	\$ -
Party Chief	\$ 24.75			0	\$ -
Instrument Man	\$ 17.00			0	\$ -
Rodman	\$ 12.00			0	\$ -
Word Processing/Clerical	\$ 15.75			0	\$ -
		0.0			
Note: HRS ORG = Hours Originally; HRS ADD = Hours Additional					
(1) LABOR		\$0.00	\$0.00		\$0.00
(2) OVERHEAD (% of Labor)	124.07%	\$0.00	\$0.00		\$0.00
(3) EXPENSES (Allowed In Fee)					
n/a	\$ -				\$0.00
(4) SUBTOTAL (Labor + Overhead + Expenses)		\$0.00	\$0.00		\$0.00
(5) FIXED FEE (% of Labor + Overhead + Expenses)		\$0.00	\$0.00		\$0.00
SUBTOTAL (Labor + Overhead + Expenses + Fixed Fee)		\$0.00	\$0.00		\$0.00
(6) REIMBURSABLE EXPENSES (Not included In Fee)		QTY ORG	QTY ADD	QTY TOT	
Mileage	\$ 0.42	0	0	0	\$ -
Travel Expenses (Meals & Lodging per day)	\$ 140.00	0	0	0	\$ -
Miscellaneous Expenses	\$ -	0	0	0	\$ -
	\$ -	0	0	0	\$ -
TOTAL REIMBURSABLE EXPENSES		\$0.00	\$0.00		\$ -
(7) TOTAL COST OF SERVICES [(3)+(4)+(5)+(6)]		\$0.00	\$0.00		\$ -

Note: Per CEI, the Prime Consultant, no final r/w monuments post construction including final plats of survey will be warranted. The City of Bentonville will not be acquiring additional r/w.

ATTACHMENT "A"**B and F ENGINEERING, INC.**7:14 AM 10/4/2016
Prepared By: JWM**ESTIMATE OF COSTS FOR SURVEYS PERFORMED FOR AHTD****Attachment A-F: Right-of-Way Plans****DATE: 10/04/16****AHTD JOB #: 090473****JOB TITLE: Hwy. 102/SW "I" St. Inters. Impvts. (Bentonville) (S)****HWY., ROUTE, and SECTION: Hwy. 102****COUNTY: Benton****TYPE SURVEY: Control Surveys/CSUR and Land Surveys/PSUR****SUMMARY OF ESTIMATED COSTS BASED ON THE SCOPE OF WORK DATED: 09/14/16**

POSITION	RATE	HRS ORG	HRS ADD	HRS TOT	AMT
Senior Professional Surveyor	\$ 50.00	4		4	\$ 200.00
Project Professional Surveyor	\$ 35.00			0	\$ -
Staff Surveyor	\$ 28.61	8		8	\$ 228.88
Engineering Technician	\$ 25.00			0	\$ -
CADD Drafter	\$ 24.00	16		16	\$ 384.00
Party Chief	\$ 24.75			0	\$ -
Instrument Man	\$ 17.00			0	\$ -
Rodman	\$ 12.00			0	\$ -
Word Processing/Clerical	\$ 15.75			0	\$ -
<u>Note: HRS ORG = Hours Originally; HRS ADD = Hours Additional</u>					
(1) LABOR		\$812.88	\$0.00		\$812.88
(2) OVERHEAD (% of Labor)	124.07%	\$1,008.54	\$0.00		\$1,008.54
(3) EXPENSES (Allowed In Fee)					
n/a	\$ -				\$0.00
(4) SUBTOTAL (Labor + Overhead + Expenses)		\$1,821.42	\$0.00		\$1,821.42
(5) FIXED FEE (% of Labor + Overhead + Expenses)		\$218.57	\$0.00		\$218.57
SUBTOTAL (Labor + Overhead + Expenses + Fixed Fee)		\$2,039.99	\$0.00		\$2,039.99
(6) REIMBURSABLE EXPENSES (Not included in Fee)		QTY ORG	QTY ADD	QTY TOT	
Mileage	\$ 0.42	0	0	0	\$ -
Travel Expenses (Meals & Lodging per day)	\$ 140.00	0	0	0	\$ -
	\$ -	0	0	0	\$ -
	\$ -	0	0	0	\$ -
TOTAL REIMBURSABLE EXPENSES		\$0.00	\$0.00		\$ -
(7) TOTAL COST OF SERVICES [(3)+(4)+(5)+(6)]		\$2,039.99	\$0.00		\$ 2,039.99

Note: Per CEI, the Prime Consultant, via City of Bentonville, there will be NO permanent fee acquisition and/or temporary easement acquisition (i.e. improvements will be within existing r/w). However, per AHTD Consultant Coordinator, ROW Plans will still be required.

November 21, 2016
AHTD JOB #090473 – HWY. 102/SW "I" ST. INTERS. IMPVTS. (BENTONVILLE)(S)
Traffic Engineering Consultants, Inc.

TRAFFIC DESIGN & PLANS

MANHOURS						
TASK	PRN	PE	TECH1	TECH2	ADMIN	TOTAL
TRAFFIC SERVICES						
<i>Data Collection Phase</i>						
Data Collection and Signal Warrant Analysis	6		1	1	28	36
<i>Preliminary Design and Drawings</i>						
General Notes & Quantities	4					4
Traffic Signal Plan Sheets	4		2	2		8
Traffic Signal Detail Sheets	2		2	2		6
Wiring Diagram Sheet						0
Field Inspection Meeting	6					6
Construction Cost Estimate	2					2
<i>Final Design and Drawings</i>						
General Notes & Quantities	2					2
Traffic Signal Plan Sheets	2		1	1		4
Traffic Signal Detail Sheets	1		1	1		3
Wiring Diagram Sheets						0
Revised Construction Cost Estimate	1					1
TOTAL MH - TRAFFIC DESIGN & PLANS	30	0	7	7	28	72
LABOR COSTS						
Category - Description	Rate	MH	Amount			
PRN - Principal	\$72.85	30	\$2,186			
PE - Project Engineer		0	\$0			
TECH1 - Senior Cadd Tech	\$37.50	7	\$263			
TECH2 - Data Collector	\$26.93	7	\$189			
ADMIN - Clerk	\$25.61	28	\$717			
		Subtotal	\$3,355			
		Overhead 102.20%	\$3,429			
		Subtotal	\$6,784			
		Fee	\$814			
		FCCM 0.00%	\$0			
		Subtotal Labor Costs	\$7,598			
EXPENSES						
ITEM	Quantity	Unit	Rate	Amount		
Printing		each		\$0		
		Subtotal Expenses		\$0		
TOTAL COSTS - TRAFFIC DESIGN & PLANS						\$7,598

BREAKDOWN OF ESTIMATED COSTS
 TITLE I GEOTECHNICAL SERVICES
 AHTD JOB #090473 – HWY. 102/SW “I” ST. INTERS. IMPVTS. (BENTONVILLE)(S)
 GTS, INC. (GEOTECHNICAL SUBCONSULTANT)

LABOR	Rate/Hour	Manhours	Cost
Principal	\$ 108.00	1	\$108.00
Project Engineer	\$ 90.00	6	\$540.00
Staff Engineer	\$ 80.00	2	\$160.00
Drilling Supervisor	\$ 48.00	10	\$480.00
Drilling Technician	\$ 36.00	10	\$360.00
Clerical	\$ 36.00	1	\$36.00
Laboratory Supervisor	\$ 44.00	2	\$88.00
Laboratory Technician	\$ 36.00	4	\$144.00
Subtotal:			\$1,916.00

ADDITIONAL COSTS	Rate	Units	Cost
Mobilize/Demobilize Drill Rig (Each)	\$250.00	1	\$250.00
Drilling Rig (Per Hour)	\$50.00	10	\$500.00
Equipment Set Up and Boring Access (Per Hour)	\$30.00	2	\$60.00
Drill Crew Truck (Per Hour)	\$5.00	10	\$50.00
Support Truck Mileage (Per Mile)	\$0.54	40	\$21.60
Traffic Control (Per Day)	\$500.00	0	\$0.00
Fee (Lump Sum)	\$165.00	1	\$165.00
Subtotal:			\$1,046.60

TOTAL COST FOR TITLE I GEOTECHNICAL SERVICES: \$2,962.60

APPENDIX B-1

SUBCONSULTANT AGREEMENT

JOB NO. 090473

FEDERAL AID PROJECT ("FAP") NO. Z230-9036(19)
HWY. 102/SW "I" ST. INTERS. IMPVTS. (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 Engineering Services ("Prime Agreement") between the Consultant and the City of Bentonville, Arkansas ("Owner") for Job No. 090473, dated _____, _____, CEI Engineering Associates, Inc. ("Consultant") and FTN Associates, Ltd. ("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

2.1 Environmental Data Collection

This task will consist of data being collected and assessed regarding the following potential impacts:

1. Air Quality
2. Noise Quality
3. Hazardous Materials
4. Wetland and Stream Impacts
5. Water Quality, including Public Drinking Supplies
6. Farmland
7. Land Use and Land Cover
8. Migratory Birds
9. Terrestrial and Aquatic Communities
10. Endangered and Threatened Species
11. Economic
12. Community
13. Relocation of Homes and Businesses, Non-profit Organizations and Tenants of all types
14. Environmental Justice and Title VI
15. Recreational Area
16. Archeological and Historic Sites
17. Visual
18. Section 4(f) and 6(f)
19. Secondary and Cumulative Impacts

Data collected regarding potential impacts will be identified on aerial and topographic maps that illustrate known and potentially sensitive areas (constraints map). This task will include

assessment of impacts to design alternatives. This task will also include participation at public involvement meetings as required.

2.2 — Cultural Resources

This task includes coordination with the State Historic Preservation Officer (SHPO) and will include subcontracting an archaeologist, if required, in order to conduct a Phase 1 cultural study of the proposed project right-of-way. If SHPO determines that a Phase I cultural is not required, this task will consist of only coordination with SHPO and tribes. In the event a Phase I cultural study is required; this task will include submittal of a final report to SHPO and AHTD.

2.3 — Biological Investigations

Subtask 2.3.1 Section 404 Issues

This task will include onsite field investigations to identify boundaries and extent of wetlands and other waters of the United States having potential U.S. Army Corps of Engineers (USACE) jurisdiction under Section 404 of the Clean Water Act at the project site. Wetland and stream boundaries, if identified, will be placed on a topographic base map suitable for USACE submittal and wetland acreage will be determined. The methods used in conducting the delineation will follow the *1987 Corps of Engineers Wetlands Delineation Manual* and the *2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region*, i.e., detailed observations will be made on vegetation, hydrology, and soils. This task includes written documentation of the findings, which will be submitted to the Owner. The documentation will include a completed USACE wetland field data form for each data collection point; maps showing boundaries of potential Section 404 wetlands and locations and extent of other waters of the U.S. under potential USACE jurisdiction; expository text that characterizes the nature of potentially USACE regulated tributary and drainage channels, in addition to wetland/non wetland areas; and representative photos of project site features. An application for permit authorization, if required, will be prepared and submitted to the USACE, Little Rock District. If authorization from the USACE is required, it would likely be authorized under Nationwide Permit No. 14 (Linear Transportation Projects).

Subtask 2.3.2 Threatened and Endangered Species Issues

This task includes coordination with the US Fish and Wildlife Service (USFWS) regarding potential threatened and endangered species issues associated with the proposed project. This task includes onsite surveys for potential occurrence of federally listed species, if required.

Task 2.4 — Hazardous/Regulated Materials

This task includes a literature and database review of the property, in addition to an onsite visual reconnaissance, to identify any potential hazardous and/or regulated materials within the vicinity of the project area.

Task 2.5 — Environmental Document

This task will include a kick-off meeting and submittal of the draft National Environmental Policy Act (NEPA) document and submittal of the final NEPA document. The draft will be submitted to the City of Bentonville and AHTD. Upon receiving revisions from AHTD review, the final documentation will be submitted to the City of Bentonville and ultimately to AHTD and FHWA for approval. This task will include involvement at public meetings and associated documentation related to public meetings and/or public hearings. This task may also include preparation and submittal of a Finding of No Significant Impact (FONSI) that will be submitted to the City of Bentonville and AHTD for review. Final FONSI review will be submitted to City of Bentonville and AHTD for FHWA approval.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

- 3.1. This Agreement is a cost-plus-fixed-fee contract. The Subconsultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Consultant will reimburse the Subconsultant for allowable direct and indirect costs, as defined herein, and pay the Subconsultant a fixed fee. If Title II services are to be performed, the Consultant will reimburse the Subconsultant for allowable direct costs and also pay the Subconsultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 3.2. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Subconsultant under this Agreement shall be 180.68 percent (FY2015) provisionally until acceptance of an updated audited indirect cost rate by the Department's Chief Auditor.
- 3.3. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Subconsultant:

3.3.1.SCHEDULE OF SALARY RANGES

Labor Classification	Labor Rate Range
EPM - Senior Project Manager	\$42.00 - \$64.00
SS - Senior Scientist	\$42.00 - \$58.00
ES - Project Scientist	\$20.00 - \$44.00
GS - GIS Specialist	\$24.00 - \$35.00
CADD - CAD Tech	\$22.00 - \$35.00
ADMIN - Word Processor	\$16.00 - \$25.00

- 3.3.2. The Consultant shall reimburse the Subconsultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Subconsultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

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. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Owner, Commission, 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 Commission, 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, AHTD, 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, 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 Subconsultant'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, AHTD, 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 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.
- 6.6. *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 in the Prime Agreement Section 29, 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.

7. PATENT AND COPYRIGHT INFRINGEMENT

- 7.1. The Subconsultant shall report to the Consultant and 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 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 Owner, when requested by the Owner, 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 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.

This indemnity shall not apply unless the Subconsultant 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 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. SUBCONTRACTING

- 8.1. 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 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.
- 8.2. Unless the consent or approval specifically provides otherwise, neither consent by the 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.
- 8.3. 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.
- 8.4. Furthermore, 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 Owner without the express written agreement of the Owner.
- 8.5. *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 Owner, 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 Owner, 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.

9. RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

9.1. The Subconsultant shall not be permitted to employ or make an offer of employment, for regular or part-time work related to any Owner or Department projects during the term of this Agreement, to any person who:

- is a present employee of the Owner or Department;
- is a former employee of the Owner or Department and at any time during the person's employment with the Owner or Department, the person participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, on any particular matter pertaining to this Agreement;
- is a former employee of the Owner or Department within the twelve (12) months of employment cessation, and under this Agreement will knowingly act as a principal or as an agent in matters which were within this person's official responsibility; or
- is a former employee of the Owner or Department within the twelve (12) months of employment cessation will engage in selling or attempting to sell commodities or services, including technical or professional consultant services to the Owner or Department, unless the former employee's last annual salary with the Owner or Department did not exceed ten thousand five hundred dollars (\$10,500).
- is a former employee of the Owner or Department and at any time was terminated with cause or allowed to resign/retire in lieu of termination with cause.

9.2. Any individual or entity acting as a principal or agent on behalf of any person disqualified pursuant to the terms of provision 9.1 shall not be permitted to perform any work related to any Owner or Department project for the Subconsultant during the term of this Agreement.

9.3. This section is not intended to preclude a former employee from accepting employment with the Subconsultant solely because the Subconsultant has entered into this Agreement with the Owner.

10. COVENANT AGAINST CONTINGENCY FEES

10.1. 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 AHTD 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.

10.2. *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.

10.3. *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.

- 10.4. *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.
- 10.5. *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.

11. TITLE VI ASSURANCES (NONDISCRIMINATION)

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

- 11.1. *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 Subconsultant 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.
- 11.2. *Nondiscrimination.* The Subconsultant, with regard to the work performed by it during the term of this Subconsultant 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 materials 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.
- 11.3. *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 or leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, or disability.
- 11.4. *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 as may be determined by the Owner, the AHTD, or the FHWA 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 FHWA, as appropriate, and shall set forth what efforts made by the Subconsultant to obtain the records or information.
- 11.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions

and/or cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.

- 11.6. *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 FHWA 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 such direction, the Subconsultant 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.

12. DBE CLAUSE

The Subconsultant shall not discriminate on the basis of race, color, national origin, religion, 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 AHTD may determine appropriate.

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

- 13.1. 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.
- 13.2. 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 Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 13.3. 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.

14. CERTIFICATION REGARDING LOBBYING

- 14.1. The Subconsultant certifies, to the best of their knowledge and belief, that:
- 14.1.1. 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.

- 14.1.2. 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".

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.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 15.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

- 15.1.1. The Subconsultant and any of its Principals—

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

- 15.1.1.2. 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;

- 15.1.1.3. 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 12.1.1.2; and,

- 15.1.1.4. 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.

- 15.2. *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.

- 15.3. The Subconsultant shall provide immediate written notice to the AHTD 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.

- 15.4. The certification in subsection 12.1 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 AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

16. NOTICE

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

16.1.1. To the Subconsultant:

Dennis Ford, PhD.
FTN Associates, Ltd.
3 Innwood Circle, Suite 220
Little Rock, AR 72211

16.1.2. To the Consultant:

Aaron Smith, PE
CEI Engineering Associates, Inc.
3108 SW Regency Parkway
Bentonville, AR 72712

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective 1/6/17.

CEI Engineering Associates, Inc.

FTN Associates, Ltd.

BY

Brent Massey, PE
Vice President

Dennis Ford, PhD.
President

B-1-11

APPENDIX B-2

SUBCONSULTANT AGREEMENT

JOB NO. 090473

FEDERAL AID PROJECT ("FAP") NO. Z230-9036(19)
HWY. 102/SW "I" ST. INTERS. IMPVTS. (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 Engineering Services ("Prime Agreement") between the Consultant and the City of Bentonville, Arkansas ("Owner") for Job No. 090473, dated _____, _____, CEI Engineering Associates, Inc. ("Consultant") and B & F Engineering, 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

- 2.1. The Subconsultant will provide survey support services for the widening of the City of Bentonville SW "I" Street along the west side from Highway 102 northward to Melissa Drive. The subconsultant's scope of work includes Control Surveys, Land Surveys (Existing Right of Way Only), and Right of Way Plans preparation.
- 2.2. The Control and Land Surveys will be in accordance with AHTD's General and Detailed Scope of Work (e.g. Primary Control, Vertical Control Surveys – Vertical, Secondary Baseline Control Surveys, and Existing Rights of Way) and the Right of Plans will be in accordance with AHTD's Stage Submittal.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

- 3.1. This Agreement is a cost-plus-fixed-fee contract. The Subconsultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Consultant will reimburse the Subconsultant for allowable direct and indirect costs, as defined herein, and pay the Subconsultant a fixed fee.
- 3.2. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Subconsultant under this Agreement shall be 124.07 percent (FY 2014) or less..
- 3.3. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Subconsultant:

3.3.1. SCHEDULE OF SALARY RANGES

Classification	Min. Hourly	Max. Hourly
Senior Professional Surveyor	\$43.00	\$52.50
Project Professional Surveyor	\$28.00	\$45.00
Staff Surveyor	\$18.00	\$30.00
Engineering Technician	\$17.00	\$26.50
CAD Drafter	\$17.00	\$25.50
Party Chief	\$16.00	\$26.00
Instrument Person	\$13.00	\$19.00
Rodman	\$10.00	\$15.00
Word Processing/Clerical	\$10.00	\$16.50

- 3.3.2. The Consultant shall reimburse the Subconsultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Subconsultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

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. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Owner, Commission, 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 Commission, 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, AHTD, 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, 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 Subconsultant'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, AHTD, 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 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.
- 6.6. *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 in the Prime Agree Section 29, 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—

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 five 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.

7. PATENT AND COPYRIGHT INFRINGEMENT

7.1. The Subconsultant shall report to the Consultant and 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 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 Owner, when requested by the Owner, 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 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.

This indemnity shall not apply unless the Subconsultant 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 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. SUBCONTRACTING

8.1. 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 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.

- 8.2. Unless the consent or approval specifically provides otherwise, neither consent by the 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.
- 8.3. 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.
- 8.4. Furthermore, 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 Owner without the express written agreement of the Owner.
- 8.5. *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 Owner, 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 Owner, 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.

9. RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

- 9.1. The Subconsultant shall not be permitted to employ or make an offer of employment, for regular or part-time work related to any Owner or Department projects during the term of this Agreement, to any person who:
- is a present employee of the Owner or Department;
 - is a former employee of the Owner or Department and at any time during the person's employment with the Owner or Department, the person participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, on any particular matter pertaining to this Agreement;
 - is a former employee of the Owner or Department within the twelve (12) months of employment cessation, and under this Agreement will knowingly act as a principal or as an agent in matters which were within this person's official responsibility; or
 - is a former employee of the Owner or Department within the twelve (12) months of employment cessation will engage in selling or attempting to sell commodities or services, including technical or professional consultant services to the Owner

or Department, unless the former employee's last annual salary with the Owner or Department did not exceed ten thousand five hundred dollars (\$10,500).

- is a former employee of the Owner or Department and at any time was terminated with cause or allowed to resign/retire in lieu of termination with cause.

9.2. Any individual or entity acting as a principal or agent on behalf of any person disqualified pursuant to the terms of provision 9.1 shall not be permitted to perform any work related to any Owner or Department project for the Subconsultant during the term of this Agreement.

9.3. This section is not intended to preclude a former employee from accepting employment with the Subconsultant solely because the Subconsultant has entered into this Agreement with the Owner.

10. COVENANT AGAINST CONTINGENCY FEES

10.1. 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 AHTD 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.

10.2. *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.

10.3. *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.

10.4. *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.

10.5. *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.

11. TITLE VI ASSURANCES (NONDISCRIMINATION)

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

11.1. *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 Subconsultant 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.

- 11.2. *Nondiscrimination.* The Subconsultant, with regard to the work performed by it during the term of this Subconsultant 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 materials 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.
- 11.3. *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 or leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, or disability.
- 11.4. *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 as may be determined by the Owner, the AHTD, or the FHWA 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 FHWA, as appropriate, and shall set forth what efforts made by the Subconsultant to obtain the records or information.
- 11.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions and/or cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.
- 11.6. *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 FHWA 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 such direction, the Subconsultant 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.

12. DBE CLAUSE

The Subconsultant shall not discriminate on the basis of race, color, national origin, religion, 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 AHTD may determine appropriate.

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

- 13.1. 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.
- 13.2. 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 Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 13.3. 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.

14. CERTIFICATION REGARDING LOBBYING

- 14.1. The Subconsultant certifies, to the best of their knowledge and belief, that:
 - 14.1.1. 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.
 - 14.1.2. 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".

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.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 15.1. The Subconsultant certifies, to the best of its knowledge and belief, that—
- 15.1.1. The Subconsultant and any of its Principals—
- 15.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;
- 15.1.1.2. 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;
- 15.1.1.3. 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 12.1.1.2; and,
- 15.1.1.4. 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.
- 15.2. *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.
- 15.3. The Subconsultant shall provide immediate written notice to the AHTD 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.
- 15.4. The certification in subsection 12.1 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 AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

16. NOTICE

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

16.1.1. To the Subconsultant:

B & F Engineering, Inc.
Attn: James W. Montgomery
928 Airport Road
Hot Springs, AR 71913

16.1.2. To the Consultant:

Aaron Smith, PE
CEI Engineering Associates, Inc.
3108 SW Regency Parkway
Bentonville, AR 72712

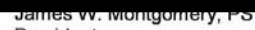
IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective 1/6/17.

CEI Engineering Associates, Inc.

B & F Engineering, Inc.

BY:


Brent Massey, P.E.
Vice President


James W. Montgomery, P.E.
President

APPENDIX B-3

SUBCONSULTANT AGREEMENT

JOB NO. 090473

FEDERAL AID PROJECT ("FAP") NO. Z230-9036(19)
HWY. 102/SW "I" ST. INTERS. IMPVTS. (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 Engineering Services ("Prime Agreement") between the Consultant and the City of Bentonville, Arkansas ("Owner") for Job No. 090473, dated _____, CEI Engineering Associates, Inc. ("Consultant") and Traffic Engineering Consultants, 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

- 2.1 Traffic Data Collection and Analysis
 - Collect 24-hour weekday approach volumes on all four approaches.
 - Collect 24-hour weekday directional classification count on the north leg.
 - Collect (7-9) and (4-6) weekday intersection turning movement volumes.
 - Prepare signal warrant analysis.
 - Provide classification count data to pavement designer.
- 2.2 Signal Modification Design
 - Add a 5-section signal head on the southbound mast arm for the new southbound right turn lane and add a right turn overlap phase with the eastbound left turn phase.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

- 3.1. This Agreement is a cost-plus-fixed-fee contract. The Subconsultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Consultant will reimburse the Subconsultant for allowable direct and indirect costs, as defined herein, and pay the Subconsultant a fixed fee. If Title II services are to be performed, the Consultant will reimburse the Subconsultant for allowable direct costs and also pay the Subconsultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 3.2. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate

for the Subconsultant under this Agreement shall be 102.20 percent provisionally until acceptance of an updated audited indirect cost rate by the Department's Chief Auditor.

- 3.3. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Subconsultant:

3.3.1.SCHEDULE OF SALARY RANGES

TEC- SCHEDULE OF SALARY RANGES		
CLASSIFICATION	HOURLY RATE	HOURLY RATE
	LOW	HIGH
PRN - PRINCIPAL	\$72.00	\$80.00
PE - PROJECT ENGINEER	\$48.50	\$55.00
TECH1 - SENIOR CADD TECH	\$37.50	\$42.00
TECH2 - DATA COLLECTOR	\$25.50	\$30.00
ADMIN - CLERK	\$22.00	\$28.00

- 3.3.2. The Consultant shall reimburse the Subconsultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Subconsultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

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. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Owner, Commission, 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 Commission, 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, AHTD, 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, 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 Subconsultant'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, AHTD, 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 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.

6.6. *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 in the Prime Agree Section 29, 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—

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 five 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.

7. PATENT AND COPYRIGHT INFRINGEMENT

7.1. The Subconsultant shall report to the Consultant and 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 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 Owner, when requested by the Owner, 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 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.

This indemnity shall not apply unless the Subconsultant 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 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. SUBCONTRACTING

- 8.1. 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 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.
- 8.2. Unless the consent or approval specifically provides otherwise, neither consent by the 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.
- 8.3. 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.
- 8.4. Furthermore, 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 Owner without the express written agreement of the Owner.
- 8.5. *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 Owner, 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 Owner, 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.

9. RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

- 9.1. The Subconsultant shall not be permitted to employ or make an offer of employment, for regular or part-time work related to any Owner or Department projects during the term of this Agreement, to any person who:
 - is a present employee of the Owner or Department;
 - is a former employee of the Owner or Department and at any time during the person's employment with the Owner or Department, the person participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, on any particular matter pertaining to this Agreement;

B-3-5

- is a former employee of the Owner or Department within the twelve (12) months of employment cessation, and under this Agreement will knowingly act as a principal or as an agent in matters which were within this person's official responsibility; or
 - is a former employee of the Owner or Department within the twelve (12) months of employment cessation will engage in selling or attempting to sell commodities or services, including technical or professional consultant services to the Owner or Department, unless the former employee's last annual salary with the Owner or Department did not exceed ten thousand five hundred dollars (\$10,500).
 - is a former employee of the Owner or Department and at any time was terminated with cause or allowed to resign/retire in lieu of termination with cause.
- 9.2. Any individual or entity acting as a principal or agent on behalf of any person disqualified pursuant to the terms of provision 9.1 shall not be permitted to perform any work related to any Owner or Department project for the Subconsultant during the term of this Agreement.
- 9.3. This section is not intended to preclude a former employee from accepting employment with the Subconsultant solely because the Subconsultant has entered into this Agreement with the Owner.

10. COVENANT AGAINST CONTINGENCY FEES

- 10.1. 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 AHTD 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.
- 10.2. *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.
- 10.3. *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.
- 10.4. *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.
- 10.5. *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.

11. TITLE VI ASSURANCES (NONDISCRIMINATION)

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

- 11.1. *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 Subconsultant 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.
- 11.2. *Nondiscrimination.* The Subconsultant, with regard to the work performed by it during the term of this Subconsultant 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 materials 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.
- 11.3. *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 or leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, or disability.
- 11.4. *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 as may be determined by the Owner, the AHTD, or the FHWA 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 FHWA, as appropriate, and shall set forth what efforts made by the Subconsultant to obtain the records or information.
- 11.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions and/or cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.
- 11.6. *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 FHWA 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 such direction, the Subconsultant 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.

12. DBE CLAUSE

The Subconsultant shall not discriminate on the basis of race, color, national origin, religion, 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 AHTD may determine appropriate.

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

- 13.1. 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.
- 13.2. 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 Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 13.3. 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.

14. CERTIFICATION REGARDING LOBBYING

- 14.1. The Subconsultant certifies, to the best of their knowledge and belief, that:
 - 14.1.1. 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.
 - 14.1.2. 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".

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.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

15.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

15.1.1. The Subconsultant and any of its Principals—

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

15.1.1.2. 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;

15.1.1.3. 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 12.1.1.2; and,

15.1.1.4. 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.

15.2. *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.

15.3. The Subconsultant shall provide immediate written notice to the AHTD 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.

15.4. The certification in subsection 12.1 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 AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

16. NOTICE

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

B-3-9

16.1.1. To the Subconsultant:

Jon Eshelman, PE
Tulsa Manager
Traffic Engineering Consultants, Inc.
6931 S. 66th E. Ave., Suite 100
Tulsa, OK 74133

16.1.2. To the Consultant:

Aaron Smith, PE
CEI Engineering Associates, Inc.
3108 SW Regency Parkway
Bentonville, AR 72712

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective 1/6/17.

CEI Engineering Associates, Inc.

Traffic Engineering Consultants, Inc.

BY:


Brent Massey, PE
Vice President


Todd Butler
President

B-3-10

APPENDIX B-4

SUBCONSULTANT AGREEMENT

JOB NO. 090473

FEDERAL AID PROJECT ("FAP") NO. Z230-9036(19)

HWY. 102/SW "I" ST. INTERS. IMPVTS. (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 Engineering Services ("Prime Agreement") between the Consultant and the City of Bentonville, Arkansas ("Owner") for Job No. 090473, dated _____, _____, CEI Engineering Associates, Inc. ("Consultant") and GTS, 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

- 2.1. To allow a formal pavement design to be performed, the City of Bentonville requires a California Bearing Ratio (CBR) test and a soil classification test to be performed for every 500 feet of roadway. Further, the City of Bentonville defines the pavement subgrade as the top 24 inches of soil immediately below the pavement section.
- 2.2. Site grading is unknown at this time. For the purposes of this proposal, maximum cut and fill depths of 2 or less feet are anticipated to reach plan finish grades at the project site.
- 2.3. Per the City of Bentonville design criteria, subsurface conditions will be evaluated in the planned new roadway at three (3) test pit locations adjacent to the existing roadway, and three (3) boring locations drilled to a depth of 6.5 feet below the existing roadway surface. This sampling adjacent to the roadway will be performed via backhoe to allow a sufficient volume of sample to be collected for required California Bearing Ratio testing.
- 2.4. At completion of the excavation, the samples will be taken to the GTS, Inc. laboratory. Further laboratory testing on the samples will include moisture content tests, sieve analyses, California Bearing Ratio, and Atterberg limits tests.
- 2.5. The City of Bentonville should be aware that the excavation process is necessarily destructive, and that the excavation equipment will require access to the boring locations. GTS, Inc. will make a reasonable attempt to minimize disturbance to the ground surface during mobilization and/or excavations and will make certain that traffic control practices are performed.
- 2.6. The Geotechnical Report will be stamped by a Professional Engineer registered in the State of Arkansas. This report will include a determination of subsurface exploration procedures, laboratory testing and procedures, a summary of the subsurface findings, and a test pit location diagram.
- 2.7. Pavement section designs will be provided for the project. The sections will include both a flexible (asphalt) and rigid (concrete) pavement.

- 2.8. The recommendations in the Geotechnical Report will also include site grading information addressing anticipated undercut depths which may be needed to reach stable soils during wet and dry periods of the year. Additionally, soil types encountered will be evaluated for reuse as general and select fill material.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

- 3.1. This agreement is an hourly not to exceed agreement based upon the estimated costs provided to the Consultant from the Subconsultant. These estimated costs can be found within Appendix A.
- 3.2. The fees for the Subconsultant will be billed to the Owner as an expense item within the Consultant's invoices/Progress Reports.
- 3.3. *Billing Rates.* The following schedule covers the classification of personnel and the billing rates for all personnel anticipated to be assigned to this project by the Subconsultant:

3.3.1.SCHEDULE OF BILLING RATES

GTS - SCHEDULE OF BILLING RATES	
CLASSIFICATION	HOURLY RATE
PRINCIPAL	\$110.00
PROJECT ENGINEER	\$90.00
STAFF ENGINEER	\$85.00
DRILLING SUPERVISOR	\$50.00
DRILLING TECHNICIAN	\$39.00
CLERICAL	\$39.00
LABORATORY SUPERVISOR	\$44.00
LABORATORY TECHNICIAN	\$39.00

- 3.3.2. The Subconsultant must comply with all federal and state wage and hour laws and regulations.

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

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. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Owner, Commission, 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 Commission, 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, AHTD, 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, 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 Subconsultant'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, AHTD, 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 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.
- 6.6. *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 in the Prime Agree Section 29, 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—
- 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 five 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.

7. PATENT AND COPYRIGHT INFRINGEMENT

- 7.1. The Subconsultant shall report to the Consultant and 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 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 Owner, when requested by the Owner, 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 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.

This indemnity shall not apply unless the Subconsultant 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 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. SUBCONTRACTING

- 8.1. 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 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.
- 8.2. Unless the consent or approval specifically provides otherwise, neither consent by the 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.
- 8.3. 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.
- 8.4. Furthermore, 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 Owner without the express written agreement of the Owner.
- 8.5. *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 Owner, 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 Owner, 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.

9. RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

- 9.1. The Subconsultant shall not be permitted to employ or make an offer of employment, for regular or part-time work related to any Owner or Department projects during the term of this Agreement, to any person who:
- is a present employee of the Owner or Department;
 - is a former employee of the Owner or Department and at any time during the person's employment with the Owner or Department, the person participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, on any particular matter pertaining to this Agreement;
 - is a former employee of the Owner or Department within the twelve (12) months of employment cessation, and under this Agreement will knowingly act as a principal or as an agent in matters which were within this person's official responsibility; or
 - is a former employee of the Owner or Department within the twelve (12) months of employment cessation will engage in selling or attempting to sell commodities or services, including technical or professional consultant services to the Owner or Department, unless the former employee's last annual salary with the Owner or Department did not exceed ten thousand five hundred dollars (\$10,500).
 - is a former employee of the Owner or Department and at any time was terminated with cause or allowed to resign/retire in lieu of termination with cause.
- 9.2. Any individual or entity acting as a principal or agent on behalf of any person disqualified pursuant to the terms of provision 9.1 shall not be permitted to perform any work related to any Owner or Department project for the Subconsultant during the term of this Agreement.
- 9.3. This section is not intended to preclude a former employee from accepting employment with the Subconsultant solely because the Subconsultant has entered into this Agreement with the Owner.

10. COVENANT AGAINST CONTINGENCY FEES

- 10.1. 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 AHTD 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.
- 10.2. *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.
- 10.3. *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.

- 10.4. *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.
- 10.5. *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.

11. TITLE VI ASSURANCES (NONDISCRIMINATION)

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

- 11.1. *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 Subconsultant 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.
- 11.2. *Nondiscrimination.* The Subconsultant, with regard to the work performed by it during the term of this Subconsultant 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 materials 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.
- 11.3. *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 or leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, or disability.
- 11.4. *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 as may be determined by the Owner, the AHTD, or the FHWA 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 FHWA, as appropriate, and shall set forth what efforts made by the Subconsultant to obtain the records or information.
- 11.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions

and/or cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.

- 11.6. *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 FHWA 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 such direction, the Subconsultant 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.

12. DBE CLAUSE

The Subconsultant shall not discriminate on the basis of race, color, national origin, religion, 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 AHTD may determine appropriate.

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

- 13.1. 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.
- 13.2. 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 Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 13.3. 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.

14. CERTIFICATION REGARDING LOBBYING

- 14.1. The Subconsultant certifies, to the best of their knowledge and belief, that:
- 14.1.1. 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.

- 14.1.2. 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".

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.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 15.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

- 15.1.1. The Subconsultant and any of its Principals—

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

- 15.1.1.2. 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;

- 15.1.1.3. 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 12.1.1.2; and,

- 15.1.1.4. 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.

- 15.2. *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.

- 15.3. The Subconsultant shall provide immediate written notice to the AHTD 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.

- 15.4. The certification in subsection 12.1 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 AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

16. NOTICE

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

16.1.1. To the Subconsultant:

Nathan Young, PE
GTS, Inc.
1915 N. Shiloh Drive, Suite 1
Fayetteville, AR 72704

16.1.2. To the Consultant:

Aaron Smith, PE
CEI Engineering Associates, Inc.
3108 SW Regency Parkway
Bentonville, AR 72712

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective 1/6/17.

CEI Engineering Associates, Inc.

GTS, Inc.

BY:

Brent Massey, PE
Vice-President

Andy McClannnon
Vice-President

CERTIFICATION OF CONSULTANT

I hereby certify that I, Brent Massey, PE, am the Vice President and duly authorized representative of the firm of CEI Engineering Associates, Inc., whose headquarters address is 3108 SW Regency Pkwy. Suite 2, Bentonville, AR 72712, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 31 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Lobbying as outlined in Section 34 of this Agreement and shall insert the Certification Regarding Lobbying in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

CEI Engineering Associates, Inc. ("Consultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Consultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to Brent Massey (ADA/504/Title VI Coordinator), 3108 SW Regency Pkwy. Suite 2, Bentonville, AR 72712, 479-273-9472 (Voice/TTY 711), or, the following email address: bmassey@ceieng.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

1/6/17
Date

CERTIFICATION OF SUBCONSULTANT

I hereby certify that I, Dennis Ford, am the President and duly authorized representative of the firm of FTN Associates, Ltd., whose headquarters address is 3 Innwood Circle, Suite 220, Little Rock, AR, 72211, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;

(d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

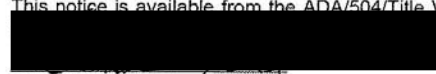
I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 11 of this Subconsultant Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Lobbying as outlined in Section 14 of this Subconsultant Agreement and shall insert the Certification Regarding Lobbying in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

FTN Associates, Ltd., ("Subconsultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Subconsultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Subconsultant's programs and activities, as well as the Subconsultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Subconsultant's nondiscrimination policies may be directed to Sharon Phillips (ADA/504/Title VI Coordinator), 3 Innwood Circle, Suite 220, Little Rock, AR, 72211, 501-225-7779 (Voice/TTY 711), or, the following email address: sdp@ftn-assoc.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in


Authorized Firm Representative

Dec 18, 2016
Date

CERTIFICATION OF SUBCONSULTANT

I hereby certify that I, James Montgomery, PS, am the President and duly authorized representative of the firm of B & F Engineering, Inc. whose headquarters address is 928 Airport Road, Hot Springs, AR 71913, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 11 of this Subconsultant Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Lobbying as outlined in Section 14 of this Subconsultant Agreement and shall insert the Certification Regarding Lobbying in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

B & F Engineering, Inc. ("Subconsultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Subconsultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Subconsultant's programs and activities, as well as the Subconsultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Subconsultant's nondiscrimination policies may be directed to Sonya Arnold (ADA/504/Title VI Coordinator), 928 Airport Road, Hot Springs, AR 71913, 501-767-2366 (Voice/TTY 711), or, the following email address: sonyaa@bnfeng.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

[Redacted Signature]

12-27-16

Date

CERTIFICATION OF SUBCONSULTANT

I hereby certify that I, Todd Butler, am the President and duly authorized representative of the firm of Traffic Engineering Consultants, Inc. whose headquarters address is 6000 S. Western, Suite 300, Oklahoma City, OK 73139, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 11 of this Subconsultant Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Lobbying as outlined in Section 14 of this Subconsultant Agreement and shall insert the Certification Regarding Lobbying in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

Traffic Engineering Consultants, Inc. ("Subconsultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Subconsultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Subconsultant's programs and activities, as well as the Subconsultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Subconsultant's nondiscrimination policies may be directed to Todd Butler (ADA/504/Title VI Coordinator), 6000 S. Western, Suite 300, Oklahoma City, OK 73139, 405-720-7721 (Voice/TTY 711), or, the following email address: TButler@tecok.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

[Redacted Signature]

Authorized Firm Representative

1-3-17
Date

CERTIFICATION OF SUBCONSULTANT

I hereby certify that I, Andy McClarrinon, PE, am the Vice-President and duly authorized representative of the firm of GTS, Inc. whose headquarters address is 1915 N. Shiloh Drive, Suite 1, Fayetteville, AR 72704, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 11 of this Subconsultant Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Lobbying as outlined in Section 14 of this Subconsultant Agreement and shall insert the Certification Regarding Lobbying in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

GTS, Inc. ("Subconsultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Subconsultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Subconsultant's programs and activities, as well as the Subconsultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Subconsultant's nondiscrimination policies may be directed to Andy McClarrinon (ADA/504/Title VI Coordinator), 1915 N. Shiloh Drive, Suite 1, Fayetteville, AR 72704, 479-521-7645, (Voice/TTY 711), or, the following email address: andy.mcclarrinon@gtsinc.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in

12/28/16
Date

CERTIFICATION OF CITY OF BENTONVILLE, ARKANSAS

I hereby certify that I am the Mayor of the City of Bentonville, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

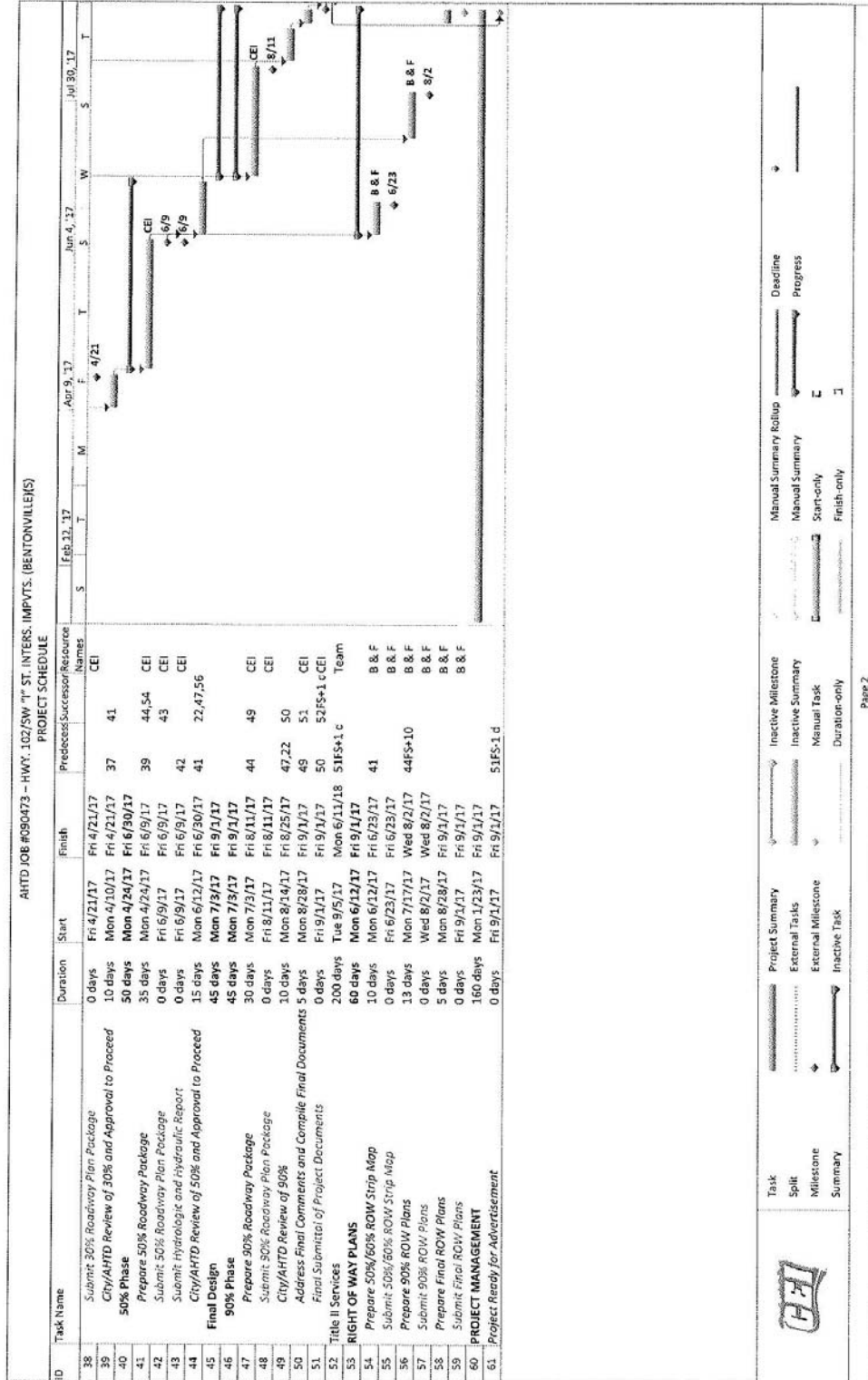
I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Mayor, City of Bentonville, Arkansas

Date

APPENDIX D – PROJECT SCHEDULE

D-1



APPENDIX E – GENERAL AND DETAILED SCOPE OF WORK FOR CONTROL
SURVEYS, DESIGN SURVEYS, AND LAND SURVEYS

E-1



CITY OF BENTONVILLE, ARKANSAS

SCOPE OF WORK

AHTD JOB # 090473

**HWY. 102/SW "I" ST. INTERS. IMPVTS.
(BENTONVILLE) (S)**

BENTONVILLE, ARKANSAS

BENTON COUNTY

DESCRIPTION OF WORK

DESCRIPTION OF THE PROJECT

The City of Bentonville (City) is proposing to widen SW "I" St. between Melissa Dr. and Hwy. 102 (SW 14th St.). The widening of SW "I" St. will help to address the continued growth in traffic volumes of the area by adding a second southbound lane between Melissa Dr. and Hwy. 102 that will consequently add a right hand turn lane at the intersection of Hwy. 102 and SW "I" St. An aerial of the location is provided below.



The work will consist of environmental and engineering investigations and analyses, agency coordination and public involvement necessary to prepare a National Environmental Policy Act (NEPA) document, field surveys, roadway design, pavement design, signal warrant analyses, maintenance of traffic plans, erosion control including Storm Water Pollution Prevention Plans (SWPPP), geotechnical investigations, design and plans for utility relocations and preparation of right of way and construction plans, specifications and estimates.

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 conform to requirements of the Federal Highway Administration (FHWA), AHTD and City.

SERVICES OF PROJECT

SERVICES TO BE FURNISHED BY THE CITY OR AHTD

- Surveys
 - a) Provide Ortho Rectified Aerial Photography (if available).
- Environmental
 - a) Provide sample environmental clearance documents.
 - b) Prepare and coordinate for public meetings.
 - c) Prepare, publish, and pay for public notices and legal notices.
 - d) Provide Spanish translation services at public meetings as necessary.
 - e) Review of draft documents.
 - f) Prepare documents for coordination with FHWA for tribal correspondence and document approvals.
 - g) Prepare documents to coordinate with State Historic Preservation Officer (SHPO) and other federal, state, and local agencies as necessary.
 - h) Submit the Section 404 permit application and National Pollutant Discharge Elimination System (NPDES) construction permit application.
- Design
 - a) Provide previous traffic and planning studies.
 - b) Provide existing construction plans.
 - c) Provide a conceptual layout..
- Right-of-way
 - a) Provide existing right-of-way plans.
 - b) Provide right-of- way appraisal and acquisition.
 - c) Handle utility adjustments.
 - d) Handle relocatees.
 - e) Handle any required Right-of-way plan revisions occurring after Stage 5 is completed by the Consultant. (See Appendix B *Stage Submittal of Right of Way Plans*)
- Value Engineering Study if required
- Advertise and Receive Bids

SERVICES TO BE FURNISHED BY THE CONSULTANT

I. ENVIRONMENTAL CLEARANCE DOCUMENTATION

A. ENVIRONMENTAL DATA COLLECTION

1. Preliminary environmental data associated with the proposed project area will be collected to assess impacts to the social, economic, and natural environments. Data related to the following impact areas should be included:
 - a. Air Quality
 - b. Noise Quality
 - c. Hazardous Materials
 - d. Wetlands and Stream Impacts
 - e. Water Quality, including Public Drinking Supplies
 - f. Farmland
 - g. Land Use and Land Cover
 - h. Migratory Birds
 - i. Terrestrial and Aquatic Communities
 - j. Endangered and Threatened Species
 - k. Economic
 - l. Community
 - m. Relocations of Homes and Businesses, Non-profit Organizations, and Tenants of all types. If there will be more than five relocatees, a Conceptual State Relocation Study that complies with the Uniform Relocation Act (49 Code of Federal Regulations §24.205) will be required in the environmental document.
 - n. Environmental Justice and Title VI
 - o. Recreational Areas
 - p. Archeological and Historic Sites
 - q. Visual
 - r. Section 4(f) and 6(f)
 - s. Secondary and Cumulative Impacts
- B. ENVIRONMENTAL CONSTRAINTS MAP
 1. All environmental data collected will be transferred to appropriately scaled aerial photographs to produce a map that indicates all known environmentally sensitive areas. The City will supply current aerial photography for use on the project; any additional photography deemed necessary shall be the responsibility of the Consultant.

II. LOCATION AND/OR DESIGN ALTERNATIVES

1. A conceptual layout has been previously developed. Additional development of alternatives shall include early and continuous coordination with the City, AHTD, FHWA and appropriate resource agencies. Electronic copies of the design shall be furnished to the CITY in AutoCAD Civil 3D 2011 format and AHTD in Bentley MicroStation "DGN" format.
 2. Prepare cost estimates for each alternative.
 3. After all reasonable and feasible alternatives have been reviewed by the City, AHTD, and FHWA; a determination will be made on which type of environmental document (Environmental Impact Statement, Environmental Assessment, or Categorical Exclusion) is warranted.
- A. UTILITY RELOCATION
 1. Verify existing utility locations.
 2. Determine utilities to be relocated as necessary.
 3. Prepare designs and plans for utility relocations.
 - B. PUBLIC INVOLVEMENT – IF REQUIRED

1. Coordinate with the City and AHTD on time and location of the public involvement meeting.
 2. Prepare and submit notice of public involvement meeting to the City and AHTD for review and approval.
 3. Prepare public involvement displays and handouts for review and approval of the CITY and AHTD. Provide adequate numbers of handouts and displays for the public involvement meeting.
 4. Conduct public involvement meeting and assist the City by being prepared to answer questions and explain all concepts of the proposed alternatives.
 5. Prepare synopsis of the public involvement meeting; review and respond to public involvement comments received at the meeting, prepare and review public involvement transcript; and submit Title VI report.
- C. CULTURAL RESOURCES AND HISTORIC PROPERTIES
1. Perform a cultural resources impact evaluation and comparison for the Environmental Assessment based on state records research, an on-site inspection of high probability sites, and a historic structures survey for all alternatives.
 2. After a Preferred Alternative is identified, conduct surveys, complete and submit a cultural resources report to SHPO. Cultural resources clearance will be required for the final environmental documentation.
 3. Coordinate with FHWA through AHTD for tribal consultation and correspondence.
- D. BIOLOGICAL INVESTIGATIONS
1. Conduct wetland surveys and delineations to determine the limits of all jurisdictional waters of the United States and potential jurisdictional wetlands within the project limits. The area of project impact to jurisdictional waters, including wetlands and streams, will be determined to permit the project under Section 404 of the Clean Water Act. Wetlands will be delineated using the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual of 1987 and applicable supplemental guidance published by the USACE for the project location.
 2. The Consultant will contact the U.S. Fish and Wildlife Service (USFWS) to ensure all state and federally listed threatened and endangered species of concern in the project area are identified in order to avoid/minimize impacts. This coordination will assist in providing guidelines from these agencies on existence, habitat and mitigation. If suitable habitat for any listed threatened or endangered species is encountered within potential location alternatives, it may be necessary to survey for the species. Presence and probable absence surveys for any listed threatened or endangered species are not included as a part of this scope.
- E. HAZARDOUS/REGULATED MATERIALS
1. Conduct a literature and database review and a visual survey to identify potential hazardous/regulated material sites in the vicinity of the proposed project. The results of this effort shall be documented in the Environmental Documentation. The work shall include:
 - a. Overview and Summary of Hazardous Materials Sites within Study Area- This initial screening will include a review and evaluation of applicable state and federal regulatory agency databases.
 - b. Identification of Sites of Concern - A review and evaluation of the following list will be performed for the reasonable and feasible alternatives. CERCLA, NPL, RCRA, RST, LRST, State Superfund, city/county Solid Waste Landfills.
 - c. Visual survey of study area.

F. ENVIRONMENTAL DOCUMENT

1. Prepare environmental document. Include location studies, Biological Assessments (per Section 7 of the Endangered Species Act), noise analysis results, and Section 4(f) evaluations if necessary.
2. Submit draft environmental document in electronic format for review by the CITY and AHTD.
3. Perform revisions necessary to respond to comments from the City and AHTD review.
4. Submit final draft to the CITY and AHTD for FHWA approval.
5. Provide designated number of copies of environmental document after FHWA approval and distribute as directed. An electronic copy of the approved environmental document in pdf format will be provided to the CITY and the AHTD.
6. Coordinate and obtain appropriate federal and state permits and clearances (Section 106, etc.) necessary for environmental clearance and to construct the proposed project in compliance with the City and AHTD procedures. Provide environmental information needed for completion of NPDES SWPPP to design team, including wetland locations and acres of impacts, endangered and threatened species, 303(d) waters, Total Maximum Daily Load (TMDL) waters, operator of local municipal separate storm sewer system (MS4), and special waters for 50 ft buffer zone.

G. FINAL DOCUMENTATION

1. Prepare special provisions related to environmental commitments and protection.
2. Provide wetland delineations and preliminary jurisdictional determination assessments of waters of the United States for Section 404 Clean Water Act Permit applications.

III. FIELD SURVEYS AND MAPPING

The Consultant shall be responsible for obtaining all required aerial photography (other than that provided by the City) and topographic mapping. The Consultant shall also be responsible for all field surveys including topographic surveys, hydraulic surveys and property surveys. All survey tasks shall be performed according to AHTD requirements specified in the most current version of the General and Detailed Scope of Work for Control Surveys, Design Surveys, and Land Surveys.

All services performed shall be consistent with Arkansas minimum standards and in compliance with Arkansas laws and regulations governing the practice of Land Surveyors and with all Federal, State, and Local laws, regulations and ordinance applicable to the work.

IV. ROADWAY DESIGN AND PLANS

A. PRELIMINARY DESIGN

1. Submit design criteria and drainage study to be used in the design of the project for approval by City and AHTD prior to beginning preliminary design work.
2. Conduct traffic studies necessary for pavement design and signal warrant analyses per the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) warrant criteria.
3. Submit 30% plans for review by the City and AHTD to include at a minimum: the proposed alignment with horizontal curve data, grades with vertical curve data, limits of construction, existing property lines and rights of way, temporary and permanent construction easements, roadside safety items, preliminary size of drainage structures, maintenance of traffic signing and striping conceptual plans, permanent pavement marking details, culvert diagrams (if necessary), erosion control plans, floodway and floodplain limits (if necessary), and existing aerial photography and/or topographic survey. Include in the plans, any areas likely to be constrained due to environmental considerations.

4. Provide four (4) paper half size sheets (11x17), one electronic pdf, and AutoCAD/Civil 3D and Bentley MicroStation files for plan review.
5. Obtain soil borings and provide soil testing for pavement design.
6. Provide pavement design alternatives according to the requirements of the Roadway Design Plan Development Guidelines using American Association of State Highway and Transportation Officials (AASHTO) design procedures, and submit recommendation to City and AHTD for approval.
7. Provide the roadway plan sheets. Preliminary plans shall be submitted at the 50% level for AHTD approval of the geometric design, title sheet, and typical sections as defined in Appendix I of the Roadway Design Plan Development Guidelines.
8. Public Meeting, if required. The Consultant shall prepare all design related displays to be used at the public meeting when needed. This would include, but not be limited to plans of the proposed route illustrating the proposed horizontal and vertical alignments complete with crossing road realignments. All proposed and existing right of way requirements, including easements, shall be included on this display. The Consultant shall assist the City at the meeting by being prepared to answer and explain all concepts of the proposed design. The Consultant shall also be responsible for developing a written transcript of the public comments and provide written responses to each comment. This written transcript shall be furnished to the City and AHTD for the completion of the project certification. The Roadway Design Division of AHTD can furnish examples of this transcript from past meetings.
9. The preliminary roadway plans shall show, as a minimum:
 - a. title sheet,
 - b. typical sections of improvement shall conform to City and AHTD standard sections,
 - c. pavement design recommendations,
 - d. special details as needed,
 - e. control detail sheets of the survey baseline and design centerline with control point data in accordance with the standard used by the Roadway Design Division of AHTD (required only if survey is necessary), and
 - f. Roadway plan sheets showing:
 - survey information including existing utilities,
 - roadway grades for main lanes, crossing roads and other roads as needed,
 - alignment data for main lanes, crossing roads and other roads as needed,
 - tentative construction limits,
 - existing and proposed Right of Way, permanent and temporary construction easements, and control of access (existing and proposed),
 - all roadway/roadside features within the right of way,
 - proposed roadside safety items such as guardrail, impact attenuation barriers, etc., and
 - preliminary size of drainage structures (provide hydrologic and hydraulic calculations).
 - g. Provide complete traffic signalization plans and wiring diagrams; and provide construction details for the intersection per the latest edition of MUTCD.
 - h. Provide traffic signing and striping conceptual plans.
 - i. Provide permanent pavement marking details.
 - j. Provide erosion control plans.

10. Provide two (2) paper half size sheets (11x17) copies, one electronic pdf, and one roll plot of plans for 30% review.
11. Provide two (2) paper half size sheets (11x17) copies, one electronic pdf, and MicroStation files of plans for preliminary field inspection, right of way review, and 50% plan review. Provide a preliminary construction cost estimate.
12. Attend preliminary and final field inspection. Field inspection for the project may be performed at the 50% and 90% review level.
13. Make revisions necessary to respond to comments made at the 50% review as well as comments made at the preliminary field inspection.

B. FINAL DESIGN

1. Provide final roadway plans showing all information requested in Item 7 of Section A.
2. Perform design calculations and develop details for drainage structures.
3. Provide quantities.
4. Provide an index of sheets, a list of specifications, and general notes
5. Provide special provisions.
6. Provide transportation management plan.
7. Provide construction cost estimate.
8. Provide control detail sheets of the survey baseline and design centerline with control point data in accordance with the standard used by the Roadway Design Division of AHTD.
9. Provide two (2) paper half size sheets (11x17) copies and one (1) electronic pdf of plans for final field inspection and 90% review.
10. Attend final field inspections.
11. Make plan changes resulting from the 90% review, subsequent reviews, and final field inspection.
12. Perform all other work required to advertise and receive bids.
13. Provide hydraulic certification (if necessary).
14. Provide three (3) paper half size sheet (11x17) copies, six (6) roll plot of plans, and one (1) electronic pdf of plans. Plans shall be sealed and signed with engineers stamp

C. POST AWARD OF CONTRACT (TITLE II SERVICES)

1. Upon request by City and or the AHTD, provide design related solutions to construction problems and issues that may arise.
2. Provide review and approval of traffic signal brochures, as requested by the City, and any other supplementary plans or similar data submitted by the Contractor and requiring approval.

V. RIGHT-OF-WAY PLANS

A. PRELIMINARY AND FINAL DESIGN

1. Provide Right-of-Way Plans, easement and acquisition documents, as necessary. (See Attachment A "Stage Submittal of Right of Way Plans".)

VI. PROJECT MANAGEMENT

A. THE CONSULTANT SHALL:

1. Notify the City of its schedule, in advance, for all activities.
2. When specified, seek Right of Entry (ROE) from public or private landowners to perform services. ROE permission shall be in writing and signed by the landowner. Develop letters or other materials

for seeking right of entry. Letters or other materials seeking ROE shall not be distributed without prior approval of the City. Letters or other materials seeking ROE shall contain explicit reference to the kinds of activities for which ROE is requested and an indication of the impacts that shall result from performance of surveying or environmental services.

3. Notify the City as soon as practical, by phone and in writing, if performance of environmental services discloses the presence or likely presence of significant impacts (in accordance with 40 CFR 1500-1508). Inform the City of the basis for concluding there are significant impacts, and the basis for concluding that the impacts may require mitigation.
4. Notify the City as soon as practical, by phone and in writing, if performance of environmental services results in identification of impacts or a level of controversy that may elevate the project's status from an environmental assessment, and require the City to reassess the appropriate level of documentation.
5. Provide monthly updates to the detailed project schedule.
6. Project Controls: prepare for and coordinate invoices and billing with the City.
7. Conduct an initial review and update of the preliminary project scope, detailed project schedule, and preliminary estimate using forms provided by the City and submit at major project milestones.
8. Recommend scope, schedule, and budget changes and submit supporting documentation including efforts to minimize or mitigate the changes in accordance with procedures outlined by the City.
9. The Consultant is responsible for coordination and communication with the City and all Subconsultants for items such as work activities, billing, and miscellaneous coordination.

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CONDITIONS OF THE WORK

PROJECT CONDITIONS OF THE WORK

The facility shall be designed in accordance with the latest edition of AASHTO, "A Policy on Geometric Design of Highways and Streets", the latest edition of the "Manual on Uniform Traffic Control Devices"; AASHTO's "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals"; current Roadway Design Guide; and current A. D. A. Design Guidelines, AHTD policies, and City standard details and specifications. Other appropriate AASHTO publications and guide specifications shall also be utilized. The project is to be designed in AHTD format utilizing the "Roadway Design Plan Development Guidelines". Upon completion of the contract, the Consultant shall furnish to the AHTD all electronic files of the project design and plans on a compact disc in Bentley System Version 8i InRoads and MicroStation format. Also upon completion of the contract, the Consultant shall furnish to the City all electronic files of the project design and plans on a compact disc in AutoCAD Civil 3D 2011.

All plans shall be in U.S. Foot Units and based on Arkansas State Plane Grid that have been converted to ground units based on the Combination Adjustment Factor (CAF) approved by, or provided by, the AHTD. All design and plans shall be Bentley System Version 8i InRoads and MicroStation using the AHTD feature tables and cell libraries.

In addition, all design surveys and/or land surveys required and agreed upon by the City and AHTD shall be performed to Arkansas minimum standards and the AHTD requirements. All survey work shall be supervised and certified (stamped) by a Professional Land Surveyor registered in Arkansas who is on the current list of surveyors/consulting firms certified to perform said design surveys and/or land surveys for AHTD. A list of the surveyors/consulting firms currently meeting those requirements may be obtained from the AHTD Surveys Division. It should be noted that the surveyor does not have to be certified to perform all surveying tasks. However, certification is required for the specific surveying tasks that will be specified in an actual project scope of work.

Environmental documentation and studies shall be prepared in compliance with NEPA, FHWA Memorandums, and other federal laws, regulations, and orders.

Construction specifications shall be the current edition of the AHTD's Standard Specifications for Highway Construction.

All work performed by the Consultant shall be in compliance with all applicable Federal, State, and local laws, regulations, and ordinances.

COORDINATION WITH CITY

Coordination meetings will be conducted on an as needed basis. These meetings shall include the Consultant, the City, AHTD and others, as appropriate. The Consultant shall schedule these meetings with AHTD and City concurrently, and compile and distribute meeting minutes, as required.

DELIVERABLES

A. DURING THE PRELIMINARY DESIGN PHASE

1. Roadway Design Criteria
2. Geotechnical Report for Pavement Design
3. Traffic Study and Signal Warrant Analyses
4. 30% Complete Roadway Plans
5. 50% Complete Roadway Plans

6. Hydrologic and Hydraulic Report for Storm Drainage.
7. 50% Right of Way strip map
8. 90% Right of Way Plans
9. Final Right of Way Plans
10. Meeting Minutes from Coordination Meetings

B. DURING THE FINAL DESIGN PHASE

1. Provide 90% Complete Roadway Design Plans.
2. Provide final half size reproducible Roadway Design Plans signed and sealed by an Arkansas Registered Professional Engineer.
3. Provide special provisions.
4. Provide transportation management plan.
5. Provide construction cost estimate.
6. Provide copies of Meeting Minutes from Coordination Meetings.
7. Provide electronic files of the project design and plans on a compact disc in Bentley System Version 8i MicroStation format that is fully indexed (all reference files attached and set to load automatically). This includes the electronic copies of Roadway and Traffic Signal submittals. In addition, a copy of this deliverable shall be provided to the City in AutoCAD Civil 3D 2011 format, on compact disk.

SPECIAL CONDITIONS OF THE WORK

The selected Consultant will be required to comply with all applicable equal employment opportunity (EEO) laws and regulations.

Although no DBE percentage goal is established for this project, the proposal shall include DBE participation to the extent practical.

The City and AHTD will not be liable for any costs incurred in preparing, submitting, or presenting a Consultant's submittals or any associated travel costs. Furthermore, the City and AHTD shall not be liable for any costs incurred prior to the execution of the contract by all parties nor any costs incurred prior to the effective date of the work order. The City reserves the right to postpone the opening and/or review of respondent submittals for cause or convenience. The City also reserves the right to reject any and all proposals, in whole or in part, and to waive any information therein.

If only one qualified consultant responds by the due date, the City and AHTD may enter into contract negotiations with that firm.

The consulting firm must have a certificate of authorization to practice Professional Engineering in Arkansas. A Professional Engineer registered in Arkansas shall stamp plans.

The selected Consultant must be registered with the Arkansas Secretary of State's office to do business in the State of Arkansas prior to Contract execution. Failure to comply with this requirement within 30 days of selection notification may result in failure to execute a Contract with the Consultant. The City may then reject the selected Consultant for the duration of this process and negotiate a contract with the next most qualified Consultant on the list until a contract has been executed.

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of a bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

The selected Consultant will be required to assume responsibility for all services whether or not these services are produced directly by the Consultant or through subconsultant(s). Furthermore, the City will consider the Consultant selected to be the sole point of contact with regard to contractual matters, and the City retains the right to approve or disapprove all proposed subconsultant(s).

The selected Consultant must submit an audit report including a report on internal control and compliance accompanied by the Contractor's Certification of Final Indirect Costs as required by FHWA Order 4470.1A. The report shall meet the reporting guidelines provided in the applicable financial audit standards sections of the General Accepted Government Auditing Standards (GAGAS), and shall include positive assurance that all costs included in the recommended rate are allowed by 48 CFR Part 31. An indirect cost rate, set by the audit, must be approved by the AHTD prior to executing the contract.

The method of payment for these services will be cost plus fixed fee Standard Hourly Rates with a Guaranteed Maximum. Compensation is based on a fixed sum of money. The standard hourly rate along with the amount of time projected for each position will help develop the maximum price. The total project cost will not exceed an agreed upper limit.

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PROPOSAL

PREPARING A PROPOSAL

The evaluation and selection of a consultant will be based on the proposal submitted. The Proposal shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of the RFP. In order to properly evaluate the firms, each consultant must include in the submission the following documents:

1. A Cover Letter is required and shall display a clear understanding of the project, include a positive commitment to complete the work within the specified time-periods, and briefly summarize why the firm should be selected. Address and contact information for each party in a proposed joint venture shall be included.
2. Project Proposal: A project proposal in response to the scope of work should be submitted including the following elements:
 - a. A detailed work plan that identifies all tasks included in the scope of work;
 - b. A list of major concerns associated with completing the work;
 - c. An organization chart showing key personnel by name and title;
 - d. A detailed work schedule identifying major milestones; and
 - e. Updated SF 330 form if changes have been made since the submittal of the letter of interest. Projects listed in this proposal that are intended to show the firm's experience in the type of work contemplated and that do not have the involvement of any team member will not be considered by the City nor AHTD as relevant.
3. DBE Considerations: Discussion of DBE status or participation shall be provided in order to receive special consideration.

TIME AND PLACE FOR SUBMISSION OF PROPOSAL

Five (5) sets of paper proposals and one copy in pdf format on a Compact Disc (CD) shall be submitted and received by the City of Bentonville no later than **12:00 p.m. (CDT) on Monday, August 22, 2016.**

Mail and Deliver To:

Bryan Wick
Project Manager
City of Bentonville
30S SW A Street
Bentonville, Arkansas 72712

CLARIFICATION OF SPECIFICATIONS

Requests for clarification or revision to any items, requirements or specifications contained in this Scope of Work must be addressed to the official listed below and received in writing at the Bentonville Community Development Building no later than **12:00 p.m. (CDT) on Wednesday August 17, 2016.**

Bryan Wick
Project Manager
City of Bentonville
30S SW A Street
Bentonville, Arkansas 72712
bwick@bentonvillear.com
(479) 271-3168

Oral communications shall not be binding on the City and can in no way modify the terms, conditions, or specifications of this Scope of Work or relieve the successful firm(s) of any obligations under any contract resulting from this Scope of Work. Following receipt of a written request for the Scope of Work clarification, the City of Bentonville shall provide a response to all short-listed firms no later than **4:30 p.m. (CDT) on Thursday, August 18, 2016**. This procedure shall be followed in order to ensure competitive fairness by providing all prospective respondents with the same information.

EVALUATION

The objective is to select the firm that best meets the needs of the City in the area of design related services. To accomplish this objective, consultants will be evaluated on the following.

NO.	Evaluation Criteria	Maximum Points
1	Obvious indication that the scope of work is clearly understood	10
2	Comprehensive, coherent, and detailed work plan	10
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative	5
5	Identification of sub-consultants and responsiveness to DBE	5
6	Total Points for LOI	40
Maximum Total Points		80

Based on these various items, the Evaluation Committee will rank the firms in order of preference and may select three or more firms to interview (a firm may present additional information concerning their proposal at the interview) or the Evaluation Committee may elect not to conduct interviews and make a final selection. After the interviews, the Evaluation Committee will re-evaluate the firms based on the interview and the same evaluation factors as noted previously.

NOTICE OF NONDISCRIMINATION. The City of Bentonville (City) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the City does not discriminate on the basis of race, sex, color, age, national origin, religion, disability, Limited English Proficiency (LEP), or low-income status, in the admission, access to and treatment in the City's programs and activities, as well as the City's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the City's nondiscrimination policies may be directed to George Spence, City Attorney, 117 W. Central Ave., Bentonville, AR 72712, (479) 271- 5966, or the following email address: George@clarkandspence.com.

**Arkansas State Highway and Transportation
Department**

APPENDIX A

**General and Detailed Scope of Work for
CONTROL, DESIGN, AND LAND SURVEYS**

The project consists of performing Control Surveys, Design Surveys, and Land Surveys for the Arkansas State Highway Commission acting by and through its Director of Highways and Transportation, hereinafter called the OWNER, along the corridor shown on the enclosed map.

Ample time shall be scheduled and adequate resources dedicated to the project to complete the Control Surveys collection and processing; Design Surveys collection, processing, and compilation; and Land Surveys collection, processing, and computations by the submittal date. Completion includes submittal of 100% of all requested Surveys.

The required procedures for all surveying tasks are documented in ***Requirements and Procedures for Control, Design, and Land Surveys***, prepared by the Surveys Division, will be called the Surveys Manual throughout the remainder of this general scope of work. The most current Surveys Manual is to be used regardless of the start date of a survey project.

A copy of the most current version of the Surveys Manual is available on the AHTD's internet web site at: <http://www.ahtd.ar.gov/manuals/manuals.aspx>

1 GENERAL INFORMATION

- Accuracy of measurements –All measurement data shall be consistent with the standards specified for the survey task in the Surveys Manual or as specified by Surveys Division. Distances are to be measured and displayed on drawings to two (2) decimal places for projects in U.S. Foot. Bearings shall be displayed to the second. Horizontal and vertical angles shall be measured with an instrument capable of reading angles with a minimum accuracy of five seconds (5") and recorded to one second (1"). Coordinates shall be stored and displayed to the fourth decimal place as a minimum to avoid bearing and distance round off when inverting between data points.
- The work shall be done in a professional and workmanlike manner satisfactory to the Owner, and except in the matter of advising the Consultant/Surveyor (Surveyor) what work is to be done and the results that are expected to be obtained, the Owner shall have no supervision over the Surveyor or any of his employees. The Surveyor shall direct the work himself, using the methods prescribed by the Owner to accomplish it and shall represent the will of the Owner as to the results of his work.
- The Surveyor shall be a Professional Surveyor (PS) in the State of Arkansas and certified to perform the requested task/s. All services performed by the surveyor shall be in compliance with Arkansas laws and regulations governing the practice of Professional Surveyors and with all Federal, State and Local laws, regulations and ordinances applicable to the work.
- All surveys are to be performed using Grid Coordinates based on the Arkansas State Plane Coordinate System Zone in which the project is located. The grid coordinates shall be projected to ground coordinates based on the combination adjustment factor (CAF) assigned or approved by the AHTD.
- When entering or crossing private property, which is the case on many of the surveys, the Surveyor shall contact the property owner. If personal contact cannot be made, a copy of the notification form shall be left in an "easy to be seen" location on the property.
- The Surveyor shall inform the Owner when fieldwork has started on the project. During the course of the project a progress report shall be sent to the Owner each Thursday, indicating

the percentage of the work completed. The report can be submitted via email to the Surveys Division Staff Person specified in the Task Order.

- All data collection and processing shall be done using the AHTD SDMS Collector and SDMS Processor, respectively. The software will be furnished by the AHTD to the Surveyor.
- Any horizontal or vertical control work that requires using techniques other than GPS shall be collected and processed using AHTD SDMS Collector and SDMS Processor, respectively and using procedures as outlined in the Surveys Manual.
- All raw and calculated data and CADD drawings shall be submitted electronically in the required formats on compact disk (CD) or emailed to the Surveys Division Staff Person specified in the Task Order upon completion of the project.
- Proposals submitted shall include the following:
 - The estimated level of effort in man-hours
 - Hourly rate by classification
 - Overhead costs
 - Expenses
 - Total cost

2 CONTROL SURVEYS

The project consists of performing Control Surveys in the area shown on the enclosed map. Ample time shall be scheduled and adequate resources dedicated to the project to complete the Primary Control collection and processing; Vertical Control collection and processing; Secondary Baseline Control collection and processing; and Remote Sensing Control collection and processing by the submittal date. Completion includes submittal of 100% of all requested Control Surveys.

2.1 GENERAL INFORMATION

- All surveys shall be reported in U. S. Foot unless specified otherwise.
- Survey operations shall be conducted with due regard to the safety of personnel and equipment. Contact with the airport traffic control tower is mandatory during surveys at any controlled airports.
- The following information will be furnished by the AHTD:
 - One (1) copy of a location sketch, showing task project location;
 - One (1) copy of an aerial photo covering the task project location;
 - One (1) copy of NGS Vertical Sheets for area around each task project location;
 - One (1) copy of GPS Control Data Forms for each task project location; and,
- All control work that requires GPS techniques shall utilize the Trimble Business Center (TBC) software suite to import, process GPS baselines, and perform a least-squares network adjustment. The TBC project shall be archived in a ZIP format file for delivery to the Owner. Final adjustment and QC shall be done by the Owner.
- The field methods of collection and positional accuracies shall comply the requirements outlined in the Surveys Manual.
- Data shall be furnished to the AHTD as specified in the Surveys Manual.

2.2 PRIMARY CONTROL

This part of the project consists of collecting, processing, and submitting Static GPS data for AHTD GPS points and 2 NGS benchmarks of 2nd Order accuracy or better for Control Surveys, as detailed in the Surveys Manual as follows:

- Static GPS techniques, approved by the AHTD, shall be used for this portion of the project.
- The Owner, prior to the start of the task project, shall set all GPS Control points in Arkansas. The Surveyor shall set all GPS Control points outside of the State Boundary. All GPS control points shall be set as detailed in the Surveys Manual

- Success of this task requires that the highest quality GPS data be collected. Therefore, during each station occupation, the operators shall carefully monitor the operation of the receivers. Any irregularities in the data due to equipment malfunction, DOD adjustment of the satellite orbit, obstructions, etc., shall be reported to the Surveys Division Staff Person as specified in the Task Order.

2.3 VERTICAL CONTROL SURVEYS – ELEVATION

This part of the project consists of establishing elevation benchmarks, collecting, processing, and submitting Vertical Data for Control Surveys, as detailed in the Surveys Manual as follows:

- Vertical control shall be established from a minimum of two (2) NGS 1st or 2nd Order vertical control monuments and shall be based on NAVD 88 Datum. Three-wire or Digital leveling techniques shall be used to establish vertical control to and within the task project limits.
- The Surveyor shall set Benchmarks (BM) and Temporary Benchmarks (TBM) in accordance with the Surveys Manual. Elevations shall be established on all Benchmarks (BM), Temporary Benchmarks (TBM), Primary Control points (GPS), Secondary Baseline Control points (CTL), and selected Remote Sensing Control points (HPT & VPT).
- An elevation control plan shall be prepared and accompany the estimate. The plan shall include a narrative and a layout on an aerial photograph or USGS Quadrangle sheet. The plan shall include:
 - The NGS Bench Marks found
 - The proposed elevation control route
 - The proposed locations and type of benchmarks along the elevation control route.

2.4 SECONDARY BASELINE CONTROL SURVEYS

This part of the project consists of establishing Secondary Baseline control points, collecting, processing, and submitting data for Control Surveys, as outlined in the Surveys Manual.

- All horizontal traverse work shall be performed with an approved total station utilizing the AHTD SDMS Collector. The traverse shall be a closed loop from the Primary GPS Control points. Certain GPS techniques, if approved by the AHTD in advance, may be used for this purpose. If approved in advance, RTK GPS or Rapid Static GPS may be done in lieu of a conventional traverse with a total station.
- The Surveyor shall establish control points on this project. Control points shall be inter-visible at distances no less than 400 feet and no greater than 800 feet apart. Any variations less than or more than the stated distances shall be justified and approved by Surveys Division.
- Each control point set shall have an elevation established using approved leveling techniques.

2.5 REMOTE SENSING CONTROL POINTS

This part of the project consists of establishing Remote Sensing Control points collecting, processing, and submitting data for Control Surveys, as detailed in the Surveys Manual. This will include mapping targets for Photogrammetry and LIDAR.

- When collecting information of the target or placing a target on private property, the Surveyor shall contact the property owner. The property owner shall be made aware that the target is for aerial flight control or LiDAR control only and not necessarily the center of the highway improvements. If personal contact cannot be made, a copy of the notification form shall be left at the property in an "easy to be seen" location.
- If requested by the property owner, the Surveyor shall return to the job site and remove the target material; after the task project has been flown and all targets have been located on the photograph.

- As soon as all targets have been placed on the project, the Surveyor shall contact the Section Head of Photogrammetry at (501) 569-2410 and the Surveys Division Staff member who is responsible for this project as specified the Task Order.
- All target material will be supplied by the owner.

2.5.1 Photogrammetry Mapping Targets

- If the Horizontal Panel Targets (HPT) is to be part of the primary control network, then they shall have elevations established to them using AHTD SDMS collector and three (3) wire level techniques.
- All Horizontal Panel Targets (HPT) are to be traversed in using a Total Station. This traverse shall be a closed loop from either the Primary GPS Control points or the Secondary Baseline control points. If approved in advance, RTK GPS or Rapid Static GPS may be done in lieu of performing a conventional traverse with a total station to Horizontal Panel Targets.
- All Vertical Panel Targets (VPT) are to have elevation loops run to them using AHTD SDMS collector and three (3) wire level techniques. If approved in advance, RTK GPS or Rapid Static GPS may be done in lieu of performing a conventional differential leveling to Vertical Panel Targets.
- Targets shall be placed in an open area within 100 feet of the location shown on the photograph provided. A baseline "CTL" point may be used if the location is within 400' of the requested area.
- The target shall be placed on the ground in a plus "+" shape with three (3) foot legs. The orientation of the legs does not matter except that each leg shall be 90 degrees from the previous leg. The length from one leg end to an opposite end shall be six (6) foot.

2.5.2 LiDAR Mapping Targets

- All LiDAR targets shall be traversed to using a Total Station and elevation established to them using AHTD SDMS collector and three (3) wire level techniques. Certain GPS techniques, if approved by the AHTD in advance, may be used in lieu of traversing to the LiDAR targets.
- Target Material shall be supplied by the owner. The target material shall be reflective construction striping tape on hard surfaces. Targets placed on natural ground shall be standard target material. The tape width shall be specified by the LiDAR consultant.
- All LiDAR targets placed on hard surfaces shall be outlined with black "Gorilla" tape or equivalent. The black tape will be provided by the Surveyor.
- Targets shall be placed in an open area within 100 feet of the locations provided by the LiDAR consultant. The target shape and size shall be in accordance with the specifications provided by the LiDAR consultant. A concrete nail, "Mag" nail, or equivalent shall be placed in the center of the target or as specified by the LiDAR consultant.

3 DESIGN SURVEYS

This portion of the project consists of submitting Photogrammetry collection and mapping; LiDAR collection and mapping; Topography, Terrain, and Utility survey collection and processing; Subsurface Utility Engineering (SUE) location and collection; and Design Survey Data Compilation. These tasks shall be completed and submitted no later than the date specified in the Task Order.

3.1 PHOTOGRAMMETRY

This part of the project consists of Aerial Photogrammetry Image Acquisition, Analytical Aero-Triangulation (AT), Topographic Feature Extraction and Digital Terrain Modeling (DTM), and Ortho-rectified Images. These tasks shall meet the specifications for "Design" level mapping as defined in the Surveys Manual

3.1.1 General Information

- All work performed by the consultant shall be done by, or under the supervision of a Certified Photogrammetrist.
- The following items are to be delivered to the Photogrammetry Section of the Surveys Division:
 - Processed aerial film (if applicable)
 - Processed color aerial digital images (scanned images if film is used)
 - Digital planimetric data in MicroStation format.
 - Digital terrain model (DTM) data in MicroStation
 - Ortho-rectified images

3.1.2 Aerial Photogrammetry Image Acquisition

Aerial Photography shall be obtained between mid-December and mid-March for all projects. Ample time shall be scheduled to complete the project by the final date. This includes time for any return flights required for photography not meeting the specification outlined in the Surveys Manual. The Consultant may utilize Aerial Film or Aerial Digital imagery. The proposal shall indicate which type of imagery will be utilized.

3.1.3 Analytical Aero-Triangulation

Full analytical aerotriangulation is necessary to extend control throughout project photography for digital mapping. Selection of photogrammetric points for control extension will be performed with strict adherence to rigid geometric and photogrammetric principles.

3.1.4 Topographic Feature Extraction and Digital Terrain Modeling

Digital data shall be collected for planimetric features that are identifiable on, or interpretable from the aerial photographs. The width of the mapping corridor will be provided in a Microstation Design file or specified as 300' right and left of centerline. AHTD provided cell libraries (CEL), level libraries (DGN), and seed files shall be utilized.

3.1.5 Ortho-Rectified Images

Ortho-rectified photo image files shall be created with overviews, and shall be geographically referenced to the project. The images shall be compatible with Bentley Microstation.

3.2 LiDAR

This portion of the project consists of LiDAR Data Acquisition and processing, and LiDAR Feature Extraction and mapping. These tasks shall be completed and submitted no later than the date specified in the Task Order. These tasks shall meet the specifications outlined in the Surveys Manual

3.2.1 LiDAR Data Acquisition

This portion of the project consists acquiring and processing LiDAR data throughout the project corridor as defined in the attached sketch. The Surveyor may utilize LiDAR collection techniques from a land-based Mobile platform (van or truck) or an Airborne platform (helicopter). The proposal shall specify which platforms will be utilized.

3.2.1.1 LiDAR Data Accuracy requirements

- Point Cloud data shall have an absolute 3-d accuracy of 3cm relative to the project control on all road pavement and hard surfaces.
- Point Cloud data shall have an absolute 3-d accuracy of 5-10 cm relative to the project control for the remainder of the point cloud.

3.2.1.2 LiDAR Data Acquisition

- All LiDAR data shall be constrained to local project control stations. AHTD-Surveys Division will provide control network information to the Surveyor.
- Ground truthing or check shots shall be collected to validate LiDAR data. The Surveyor shall include in the proposal a method for establishing and collecting check shots. These check shots shall be used to develop the horizontal and vertical accuracy report.
- The point density shall be a minimum of 100 points/square meter in areas along the highway pavement and selected road surfaces.
- The point density shall be a minimum of 40 points/square meter outside of the highway pavement and selected road surfaces within the project limits.
- If requested, high resolution digital imagery shall be collected simultaneously with LiDAR data acquisition. The images and path of collection, geo-referenced jpg images, and AVI video file shall be included if requested.

3.2.1.3 LiDAR Data QA/QC

- The Surveyor shall provide field collected breaklines in areas where safety concerns (i.e. travel lanes of interstate highways) do not exist. The breaklines shall be collected similar to cross-sections every ½ mile along the corridor. Each project shall have a minimum of 5 areas of field collected data. The Surveyor shall provide the Owner the locations in the proposal.
- The LiDAR data shall not be accepted if the dataset does not meet the accuracy specifications above as compared to the QA/QC collected breaklines.
- Utilizing the ground truthing or checkshots, the Surveyor shall provide a report indicating the horizontal and vertical accuracy of the LiDAR data set according to procedures established by the National Standard for Spatial Data Accuracy (NSSDA).

3.2.1.4 LiDAR Point Cloud Deliverable

- The deliverable shall be a cleaned, classified, and tiled point cloud in LAS format. A tile index shall be included in Microstation DGN format. Deliverables may be provided by FTP, external hard drive, or DVD.

3.2.2 LiDAR Feature Extraction

This portion of the project consists of extracting requested roadway features from processed point cloud data to be used in conjunction with photogrammetric and traditional field survey data in developing a digital terrain model and topographic model in Microstation. This task shall be performed as specified in the Surveys Manual.

Extracted features shall be furnished to the AHTD as follows:

- Data furnished as a Microstation DGN file.
- Line work and point features shall be provided in the appropriate DGN model corresponding with the topographic feature or DTM feature.

3.3 TOPOGRAPHY, TERRAIN, AND UTILITY SURVEYS

This portion of the project consists of collecting, processing, and submitting Topography, Terrain, and Utility Field Surveys. These tasks shall be completed and submitted no later than the date specified in the Task Order.

Topography, Terrain, and Utility field surveys shall be conducted within the limits indicated on the attached sketch map.

3.3.1 Data Collection and Processing

- Collect, and process all pertinent topographic, terrain, and utility surveys data within the limits provided on the project sketch map. (Refer to the Design Surveys section of Surveys Manual for requirements on data collection procedures.)
- The Surveyor shall process all field collected data. The Surveyor shall utilize the SDMS Processor software suite to import raw data, correct field blunders, correct survey chain connectivity, and compute final project coordinates. The SDMS project shall be archived in a ZIP format file for delivery to the Owner. Final QA/QC shall be done by the Owner.
- The Surveyor shall create a complete SDMS Points and Chains (PAC) file that includes all the field collected topography, terrain, and utility data. The SDMS PAC file shall be localized to ground coordinates utilizing the project combination adjustment factor (CAF) determined by the Owner.
- The SDMS PAC file shall be utilized as the survey field file to be imported into InRoads Survey to complete the geometry database (ALG) and digital terrain model (DTM).

3.3.2 Information Furnished by Owner

- One (1) copy of a location sketch, showing project location.
- One (1) copy of a drawing with aerial photograph, covering the project location, and outlining the minimum limits for the Topography, Terrain, and Utility field surveys.
- Horizontal and vertical control data that shall be used for the project.

3.4 SUBSURFACE UTILITY ENGINEERING (SUE)

This part of the project consists of performing Subsurface Utility Engineering (SUE) to supplement/correlate existing utility data that may have been previously located by traditional surveying techniques. The SUE CONSULTANT shall perform surveying and engineering services which will result in accurately identifying the quality of subsurface utility information needed for highway plans, and for acquiring and managing that level of information during the development of a highway project. These services shall conform to standards and guidelines as described in FHWA and ASCE Subsurface Utility Engineering publications. The final work shall be completed such that all known utilities are graphically depicted both in digital CADD drawings and printed plan sheet format.

3.4.1 General Information:

- Subsurface Utility Engineering (SUE) - A qualified SUE contractor shall be used for this type work. At least one Principal or a Responsible Member of the Subsurface Utility Engineering firm shall be a Professional Surveyor (PS) or Professional Engineer (PE) licensed in the State of Arkansas. The principal or responsible member shall have at least 5 years' experience managing Subsurface Utility Engineering services in support of roadway design on transportation projects and corresponding support staff. It is not required that the SUE professional be an AHTD certified surveyor.
- All surveys shall comply with AHTD requirements and shall be performed under the responsible charge of the Surveyor certified for the design survey task.

- The AHTD will provide any necessary permits for excavation within the limits of the project. It is anticipated that no permits will be required due to the fact that all excavation will be within the existing AHTD ROW.
- The SUE Consultant shall coordinate location activities with the Surveyor. The Surveyor shall survey the utility data within 48 hours of utility being uncovered or marked by SUE consultant.

3.4.2 The SUE Consultant shall provide the following:

3.4.2.1 Quality Level D

Research utility records with all known utility companies within the project limits. AHTD will provide all records that have been collected

3.4.2.2 Quality Level C

Correlate, confirm, and correct existing utility location data provided by the AHTD. The AHTD will provide Microstation DGN and InRoads ALG files of the existing utilities as located.

3.4.2.3 Quality Level B

The SUE consultant shall perform Quality Level B utility locates within the proposed construction limits as defined on the attached sketch.

- Utilize appropriate surface geophysical techniques to designate the presence and approximate horizontal location of underground utilities. These techniques include, but not limited to, pipe and cable locators, terrain conductivity methods, resistivity measurements, metal detectors, ground penetrating radar, or other methods.
- The data obtained from these methods should be reproducible by surface geophysics at any point of their depiction.

3.4.2.4 Quality Level A

The SUE consultant shall perform Quality Level A utility locates within the areas located on the attached sketch. These areas are generally limited bridge pier locations or areas requiring significant excavation.

- Expose necessary subsurface utilities to obtain precise horizontal and vertical position of the utility line by excavating a test hole. The test holes shall be done using vacuum excavation or comparable nondestructive equipment in a manner as to cause no damage to the utility line.
- Develop a test hole Location Plan based upon the guidelines set forth in the document: *Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data*, published by the ASCE, current edition, and obtain utility company records as required.
- Be responsible for any damage to the utility during excavation as required by state laws.
- Backfill with appropriate material around utility structure as approved by the utility company or agency.
- Furnish, install, and color code a permanent above ground marker (i.e. P.K. nail, peg, steel pin, or hub) directly above the centerline of the structure and record the depth of the utility.
- Provide a permanent restoration of the pavement within the limits of the original cut at the time of backfill. If the test hole is excavated in an area other than the roadway pavement, the area disturbed shall be restored to equal or better than the condition before excavation.
- At a minimum, the SUE consultant shall provide the following test hole information:
 - Depth of top and/or bottom of utility with respect to above ground marker.
 - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - Utility structure material compositions and condition.
 - Depths shall have an accuracy of +/- 0.1 ft.

3.4.2.5 Deliverable

- The SUE Consultant shall prepare and deliver digital CADD drawings and printed plan sheets in PDF format.
- The drawings shall depict subsurface utility data surveyed by the Surveyor. There shall be annotation depicting Quality Level A and Quality Level B in the requested areas.
- All point and chain attribute information shall be clearly annotated and labeled in the drawings (i.e. Top & Bottom Elev., Depths, Size, Type of Material, etc.).
- The SUE Consultant shall utilize AHTD cells and level libraries where applicable. The SUE Consultant may utilize custom line-styles, annotation, and cells to produce a clear drawing. It is recommended that separate DGN models are used for different utilities. All CADD data shall be combined into one (1) DGN file.
- The SUE Consultant shall provide a scanned copy in PDF format of signed and sealed printed plan sheets. The plan sheets shall be signed and sealed by the Professional Surveyor or Professional Engineer that manages the SUE project. The plan sheets shall contain a certification statement of the located utilities.

3.5 DATA FUSION AND COMPILATION

This portion of the project consists combining data from Topography, Terrain, & Utility fieldwork, Photogrammetric, and LiDAR surveys. This work shall be performed as outlined in the Surveys Manual.

The Surveyor shall prepare CADD drawings (DGN), geometry databases (ALG), and digital terrain models (DTM) of the compiled data from all available sources.

4 LAND SURVEYS

The project consists of performing Land Surveys in the area shown on the enclosed map. Ample time shall be scheduled and adequate resources dedicated to the project to complete the Title Services, Existing ROW, Parcel Surveys, ROW Staking for Appraisals, and ROW Monumentation and Final Plats by the submittal date. Completion includes submittal of 100% of all requested Land Surveys.

The Surveyor shall coordinate the work and allocate sufficient time to complete and submit the Land Surveys at the 100% level no later than the date specified in the Task Order.

4.1 GENERAL INFORMATION

The work performed and drawings prepared and submitted shall meet the current Arkansas Minimum Standards for Property Boundary Surveys and Plats as well as AHTD requirements outlined in the Surveys Manual. All data, drawings, and plat shall be submitted to the AHTD Division Head of Surveys or the Staff Land Surveyor.

The Surveyor shall prepare all drawings, maps and plats using the Bentley Systems, Inc. software, as outlined in the Surveys Manual. The surveyor shall utilize the cell libraries, seed files, feature tables, and preference files furnished by the Department.

The Surveyor shall perform fieldwork as specified in the Surveys Manual to include locating and making measurements to all pertinent land, property, and existing right of way monuments. The Surveyor shall provide complete descriptive information for all monuments, physical evidence of land lines, and calculated corners. The Surveyor shall provide information detailing decisions for the basis of acceptance or denial and the originating source of any found monuments.

Any revisions or corrections required by the Owner in the submitted data shall be made by the Surveyor and resubmitted to the Owner within two weeks of notification of such revisions. The Surveyor shall coordinate with the Land Survey staff of the Surveys Division to include any

necessary teleconferences or "face to face" meetings to resolve land boundary issues that may arise.

The following available information within the project limits will be placed on the AHTD ftp website or available on CD/DVD for the Surveyor:

- Electronic copies of existing Roadway or Right of Way plans
- Electronic copies of the Court Order or Deeds of the existing Right of Way
- Electronic copies of property descriptions adjacent to the highway
- Electronic copies of preliminary highway construction plans
- Electronic copies of General Land Office (GLO) plats
- Electronic copies of aerial photographs and available mapping

The following Data Files are to be submitted by the Surveyor:

- Complete geometry database (ALG) of points, survey chains, and alignment chains.
- CADD drawings (DGN) of points, chains, alignments, and text elements of the survey as specified in the Surveys Manual.
 - Individual sheets shall be saved in DGN format.
 - Surveyor's notes and any property descriptions written shall be displayed on the worksheets and/or plats.
- Surveyor's report detailing information and decisions concerning computations, land lines, property lines, and Right of Way lines.
- Hard copies of plats for review, as well as the final submittal of all data in the formats specified for the project shall be submitted to the Owner.

4.2 TITLE SERVICES

This part of the project consists of furnishing the Arkansas State Highway and Transportation Department, Surveys Division, with current ownership data, including: certificates, deeds, surveys, subdivision plats, and strip map for the corridor on the attached map.

The work to be performed and furnished to the Surveys Division shall follow the requirements as outlined in the Surveys Manual. Submittals are to include one copy of each certificate booklet and strip map, along with one copy of each survey plat, subdivision plat, and bill of assurance. Submittals are to be sent to the AHTD Staff Land Surveyor.

4.3 EXISTING RIGHTS OF WAY

This portion of the project consists of establishing the existing Rights of Way (ROW) and locating nearby PLSS land monuments within the limits of the project.

The work required to be performed by the Surveyor will be as follows:

- Perform fieldwork to locate and measure all necessary land, property, and right of way monuments necessary to compute the existing highway Rights of Way.
- Develop a coordinate geometry database and CADD drawings for existing ROW as outlined in the Surveys Manual.

4.4 PARCEL SURVEYS FOR RIGHT OF WAY ACQUISITION

This portion of the project consists of performing Parcel Surveys within the limits of the project as shown on the attached map.

The work required to be performed by the Surveyor will be as follows:

- Perform fieldwork to locate and measure all necessary land, property, and Right of Way monuments necessary to compute the highway Rights of Way and adjacent property boundaries.

- Develop parcel survey coordinate geometry (cogo) and worksheets utilizing procedures outlined in the Surveys Manual.

4.5 RIGHT OF WAY STAKING

The Right of Way shall be staked for acquisition on each tract requested by Right of Way Division as specified in the Survey Manual. AHTD vinyl flags with the proper designations shall be used for this task.

4.6 RIGHT OF WAY MONUMENTING AND FINAL PLATS

This portion of the project consists of staking the ROW with permanent monuments after the property is acquired and a notice to proceed is received from AHTD. Monuments shall be set at the locations and with the procedures as outlined in the Survey Manual.

Standard monument materials will be furnished by the AHTD. This includes 24" x 5/8" rebar, 2" pre-stamped aluminum caps, witness posts, and signs. The Surveyor shall notify the Surveys Division with the amount of materials that will be needed for this project. Materials may have to be special ordered for this project. Therefore, the Surveys Division shall be notified a minimum of 45 days prior to commencement date of fieldwork.

The Surveyor shall maintain correspondence with the Resident Engineer that is responsible for this project. The Surveyor shall send a representative to the pre-construction meeting held with the Resident Engineer. This meeting may be used to coordinate scheduling for final right of way monumentation.

A final plat shall be prepared using the requirements outlined in the Surveys Manual.

Appendix A-I Accounting Procedures

Travel Expense Procedures – State Travel Regulations issued by the AHTD:

1. Travel Day – For the Purpose of these regulations, the "calendar day" for travel shall commence at 6:00 A.M., and shall include (1) breakfast, (2) lunch, (3) dinner, and (4) one night's lodging; and the travel "day" shall end at 6:00 A.M. the following morning. It should be remembered that the travel "day" as defined here applies to the traveler who is already in the field, in full travel status. Normally, at the beginning of the travel period, the traveler will commence his field trip "after" breakfast, and at the end of the trip he will normally return "before" dinner.
2. Maximum Daily Limits on Meals and Lodging (Not Per Diem): The maximum daily allowance for meals and lodging are those rates which are established and set forth in the General Services Administration's Federal Travel Directory, except for the reduced rate for Arkansas which was determined by the Department of Finance and Administration.

For each calendar day in full travel status, when all four items of breakfast, lunch, dinner, and lodging are included, the maximum daily allowance will be the actual expenses incurred, limited to the standard rate set by the Fiscal Services Division of the AHTD.

Partial days shall be charged based on the statewide rates (plus state and local taxes) or specified rates set by the Fiscal Services Division of the AHTD. A copy will be furnished upon request.

Note: Travel reimbursement IS NOT a per diem, and is to be claimed for actual expenses for meals and lodging not to exceed the maximum allowable rates. The maximum must not be claimed unless the actual expenditures for such purposes equal or exceed the maximum allowable rate. Reimbursement for meals without overnight travel is not allowed.

3. **Vehicle Allowance:** The rate of reimbursement for vehicles used on State projects will be as specified by the Fiscal Services Division of the AHTD.

Each invoice shall be for the services rendered within this agreement since the last invoice submitted. A ten percent (10%) retainage shall be shown on each invoice. Each invoice shall be accompanied by a spreadsheet showing the charges and retainage for each billing period in addition to the total charges and retainage to date. The retainage will be held for approximately one month after completed data is submitted. A final invoice can then be submitted for the retainage. Pending further review that requires revisions and corrections, the final invoice will be approved for payment.

Invoices for work completed on this project shall include:

- Job name and number
- Designated as design survey
- Federal Tax ID Number
- Billing period dates
- Total earned for the period
- Total amount due for the period

A completed Microsoft® Excel spreadsheet for each billing period shall accompany each invoice. The actual Excel file, furnished by the Department, will be based on the Consultant's approved estimate. This file will be furnished provided to the Consultant once a contract has been signed by the AHTD. The Excel spreadsheet will be sent by E-mail.

Appendix A-II

Arkansas State Highway and Transportation Department

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711).

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Appendix A.docx

ARKANSAS STATE HIGHWAY & TRANSPORTATION DEPARTMENT

STAGE SUBMITTAL OF
RIGHT OF WAY PLANS

Right of Way Plans shall be prepared and submitted to AHTD according to the following:

- Stage 1: Submit 60% strip map with construction centerline, limits of construction, existing topography and proposed right of way plotted on complete parcel surveys with property lines and point of commencement for legal descriptions identified.
- Stage 2: Prepare right of way plans to AHTD specifications including a metes and bounds legal description of each parcel. . Plan scale shall be adequate to clearly show all details, dimensions, bearings, distances and notes at 11"x17" sheet size (Typical scale: Rural Areas 1"=100', Urban Areas 1"=50'. If there are any questions about the scale of the project, contact the Engineering Section of the Right of Way Division). Electronic seed files may be accessed at the following ftp site:
<ftp://ftp.arkansashighways.com/Outgoing/ROW/Consultant>
(NOTE: Close coordination should be maintained with the Engineering Section of the Right of Way Division to insure that all aspects of the right of way plans meet AHTD approval)
- Stage 3: Perform a thorough "in-house" review of the right of way plans.
- Stage 4: Submit 90% level right of way plans for review (11"x17"), legal descriptions, and "current owner" certificates of title with deeds attached, including an electronic file of the following:
- Right of way plans (All design and plans shall be compiled with Bentley MicroStation and InRoads using the AHTD Engineering Sections feature tables and cell libraries)
 - Legal descriptions (MSWord format)
 - Point numbers of all points with coordinates, feature code and point descriptions. The format is: Point Number, Easting Coordinate (X), Northing Coordinate (Y), Elevation, Feature Code (Two-letter designation), Point Description.
 - Alignment report with point numbers used for the baseline, design alignment, and existing right of way alignment control.
- Stage 5: Submit final right of way plans and electronic files with corrections requested by AHTD.

2/03/2015

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CEI ENGINEERING ASSOCIATES, FOR DESIGN AND ENGINEERING SERVICES FOR AHTD JOB # 090473, HWY 102/SW "I" ST. INTERS. IMPVTS (BENTONVILLE) (S).

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

Section 1: That the Mayor be and is hereby authorized to enter into an agreement with CEI Engineering Associates for design and engineering services for the AHTD Job # 090473 HWY 102/SW "I" St. Inters. Impvts (Bentonville) (S) in an amount of \$134,044.00 as set forth in the contract 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 #	
X	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

January 24, 2017

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Council approval of a budget adjustment in the amount of \$9044.00 to help fund the design of AHTD Job # 090473, SW I Street Right Turn Lane. Currently the City of Bentonville has in place an Agreement of Understanding (Resolution # 5-24-16C) with AHTD for an 80/20 cost share for this project. The cost of this budget adjustment will come from the Four Lane Sales Tax.

COST TO CITY:

Cost of this Request: \$9,044.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	9,044.00
Remaining After Adjustment	\$ 9,044.00

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

www.bentonvillear.com



PLEASE RECYCLE







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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 24, 2017

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff is recommending Council's approval to increase the fire departments vehicle count by three.

COST TO CITY:

Cost of this Request: \$0

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





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney and Denise Land, Finance Director
Date: January 24, 2017
Re: Vehicle Count

The Fire Department Staff is recommending Council approve an increase to the vehicle count for the fire department by three vehicles.

The fire department would like to utilize two Chevrolet Impala cars from the police department for inspecting existing commercial structures in the City.

2008 Chevrolet Impala
VIN: 2G1WS553X81268020

2008 Chevrolet Impala
VIN: 2G1WS553481269793

The fire department would like to repurpose a Ford chassis for towing trailers and moving equipment from fire scenes and to stations.

2008 Ford F450
VIN: 1FDXF47R48ED



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 24, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance to waive competitive bidding bid award to Johnson Controls for preventative maintenance services at the Bentonville Community Center.

COST TO CITY:

Cost of this Request: \$32,000

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

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>1/17/2017</u>		
Requested by:	<u>David Wright</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Preventative Maintenance Services</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Johnson Controls</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:	\$	<u>32,000.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>32,000.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Johnson Controls is the only firm in Northwest Arkansas that provides this service to large commercial facilities serviced by the sized equipment we use.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: January 12, 2017
Re: City Council approval of an ordinance waiving competitive bidding and awarding a contract to Johnson Controls for preventative maintenance services at the Bentonville Community Center.

Parks and Recreation is seeking City Council's approval of an ordinance waiving competitive bidding and awarding a contract to Johnson Controls to perform preventative maintenance services at the Community Center. The contract price is \$32,000. This is a budgeted expense, included in the 2017 operational budget.

The Bentonville Community Center includes six, major heating / cooling units vital to the operation of the facility. The values of these units are in the hundreds of thousands of dollars. This does not mention the value to the daily operation itself. As many of the buildings within the City, we often contract with a company to perform preventative maintenance to ensure equipment works properly and we take the best possible care of the facility. Preventative maintenance to our equipment will reduce future repair costs and extend the life of these very expensive pieces of equipment.

This contract authorizes Johnson Controls to perform comprehensive, routine checks of these six major heating / cooling units, all exhaust fans, all VAV (Variable Air Volume) boxes. This includes changing filters and monitoring the status belts and other parts. When repair is needed, Johnson Controls provides our team with a price for repair or specifications allowing us to hire another qualified company to perform the repair.

We request a bid waiver to Johnson Controls for the preventative maintenance services for the Community Center. Johnson Controls is the only qualified firm to perform this service to large commercial buildings / facilities. Johnson Controls has an extensive history working with the City Of Bentonville. Parks and Recreation works with Johnson Controls at multiple facilities.

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

Attachments:
Planned Service Proposal

Planned Service

CUSTOMER
BENTONVILLE CITY - COMMUNITY
CENTER

LOCAL JOHNSON CONTROLS OFFICE
5479 HAILEY
SPRINGDALE , AR 72762-7463

AGREEMENT START DATE:
2/1/2017

PROPOSAL DATE:
12/14/2016

ESTIMATE NO:
1-F6O8BLM



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



Executive Summary

PLANNED SERVICE PROPOSAL FOR BENTONVILLE CITY - COMMUNITY CENTER

Dear Crant Osborne,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

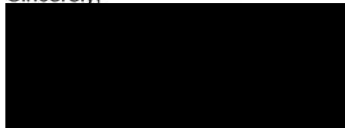
- In this proposal we are offering a service agreement for 1 Year - starting 2/1/2017 and ending 1/31/2018.
- The agreement price for first year is \$32,000.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,



Lisa Lorts
Customer Service Agent
(417) 520- 3075

Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



1. Identify Energy Savings Opportunities

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. Reduce Future Repair Costs

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. Extend Asset Life

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. Ensure Productive Environments

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. Promote Environmental Health and Safety

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



Service Plan Methodology

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

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Page | 7

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

Planned Service Agreement

Customer Name: BENTONVILLE CITY - COMMUNITY CENTER
Address: NONADDRESSABLE 1101 SW CITIZENS CIRCLE BENTONVILLE AR 72712-0000
Proposal Date: 4/21/2016
Estimate #: 1-F6O8BLM

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 1/1/2017 and will continue until 12/31/2017 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$32,000.00. This amount will be paid to JCI in Quarterly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

City Of Bentonville
117 W Central

Bentonville AR 72712

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Lisa Lorts

By:

Signature:

Signature:

Title: Customer Service Agent

Date: 12-14-2016

Title:

Date:

Signature:

Customer PO#:

Title:

Date:

JCI Branch: JOHNSON CNTRL SPRINGFLD MO FAYETTEVILLE CB - ON57

Address: 5479 HAILEY

SPRINGDALE AR 72762-7463

Branch Phone: (866) 208-7292

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JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
 PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

Schedule A

Equipment List (Selected Equipment to be serviced)

Site			Address				
BENTONVILLE CITY - COMMUNITY CENTER			NONADDRESSABLE 1101 SW CITIZENS CIRCLE BENTONVILLE AR 72712-0000				
Qty	Equipment	Services Provided	# Per Year	Coverage Type	Extended Coverage	Year To Be Activated	Year To Be Deactivated
1	Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, 25.5-60 Tons			Premium			
		Operational (Mid Season - Cooling/Heating with Economizer)	2				
		Cooling Comprehensive (with Economizer)	1				
		Electric Heating Comprehensive (with Economizer)	1				
		Condenser Coil Cleaning	1				

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JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
 PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

		Return Air Filter Change	4				
		Belt Change	1				
2	Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, 8-15 Tons			Premium			
		Operational (Mid Season - Cooling/Heating with Economizer)	2				
		Cooling Comprehensive (with Economizer)	1				
		Electric Heating Comprehensive (with Economizer)	1				
		Condenser Coil Cleaning	1				
		Belt Change	1				
		Return Air Filter Change	4				
1	Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, >75 Tons			Premium			

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
 PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

		Operational (Mid Season - Cooling/Heating with Economizer)	2				
		Cooling Comprehensive (with Economizer)	1				
		Electric Heating Comprehensive (with Economizer)	1				
		Condenser Coil Cleaning	1				
		Return Air Filter Change	4				
		Belt Change	1				
2	Air Handling Unit (AHU), Mixed Air, 35-60 HP			Premium			
		Operational	3				
		Comprehensive	1				
		Standard Pleated Filter Change	4				
26	VAV Box, All Types			Premium			

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		Operational	4				
14	Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP			Premium			
		Operational	4				
6	Unit Heater, Electric, <300000 BTU			Basic	NA		
		Operational	3				
		Comprehensive	1				

Special Additions & Exceptions

Pricing is for quarterly preventive maintenance on listed equipment. (Tasking is attached)

Customer will receive 5% discount on labor outside the scope of this agreement.
Current street rates are \$94.00/hour.

Premium coverage is explained as part of the Terms and Conditions. JCI must perform an initial inspection of all equipment and accept the condition of the equipment before taking responsibility for repairs. Customer will pay for the initial inspection and any repairs required before this service will begin.

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
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TERMS AND CONDITIONS

DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

PREMISES means those Customer premises where the Covered Equipment is located.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

CENTRAL STATION MONITORING means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement.

JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.
2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement).
3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.
4. **CONNECTED SERVICES.** If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no any warranty or guarantee relating to the Connected Services.
5. **CENTRAL STATION MONITORING OR REMOTE OPERATING SERVICES.** If Central Station Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, and phone numbers of all persons authorized to enter the Premises during periods when such premises are closed for business. If JCI's Services include "Central Station Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules.
6. **CUSTOMER SERVICE INFORMATION PORTAL.** Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement

A. INITIAL EQUIPMENT INSPECTION NECESSARY FOR PREMIUM COVERAGE

If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the

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PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. ADDITIONAL TERMS RELATING TO CENTRAL STATION MONITORING OF INTRUSION, FIRE, AND OTHER LIFE SAFETY SYSTEMS

1. **Alarm Dispatches.** JCI, upon receipt of an alarm or other signal from the Premises, shall make reasonable efforts to transmit the signal to the appropriate police, fire department, or other emergency response agency having jurisdiction (unless there is reason to believe that an emergency condition does not exist), and JCI shall make a reasonable effort to notify Customer or its designated representative by telephone, unless instructed to do otherwise by Customer in writing. JCI, upon receipt of an industrial process signal from the Premises, shall take reasonable steps to notify Customer's representative pursuant to Customer's written instructions. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.
2. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.
3. **False or Unnecessary Alarms and Service Calls.** At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for any fines, penalties, or charges assessed as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith.

D. EXCLUSIONS

1. JCI's Services and warranty obligations expressly exclude:
 - (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
 - (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
 - (c) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
 - (d) the furnishing of materials and supplies for painting or refinishing equipment;
 - (e) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis; and
 - (f) replacement of obsolete parts.
2. JCI's Services and warranty obligations do not include repairs or service required as the result of:
 - (a) abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - (b) issues caused by or related to equipment not covered by this Agreement or attachments made to Covered Equipment;
 - (c) acts or omissions of the Customer, including but not limited to operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

- (d) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- (e) issues resulting from site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges");
- (f) the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- (g) any other issues or failures not specifically covered by this Agreement; or
- (h) any other issues caused by occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

E. PAYMENT OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement, and such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

F. STANDARD OF CARE AND WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner. JCI will promptly re-perform any non-conforming Services for no charge, as long as Customer provides written notice to JCI within one (1) calendar year from the date the Services were performed. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. Customer must promptly notify JCI in writing of any defect or non-conformance of the Services, parts, or equipment. Upon receipt of such written notice from Customer, JCI will repair or replace (at JCI's option) the defective equipment or re-perform the defective Services. These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.

G. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

Customer warrants it has given JCI all information concerning the condition of the Covered Equipment.

The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser and boiler water treatment for the proper functioning of Covered Equipment;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR BENTONVILLE CITY - COMMUNITY CENTER

recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

Customer acknowledges that its failure to meet these obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO \$250,000. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (J) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction and if that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERMINATION

1. Central Station Monitoring, Remote Operating Services, and Central Station Monitoring with Open or Close Services may be immediately canceled by either party if JCI's central station, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

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Page | 17

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
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3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent

M. ASBESTOS, MOLD AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from facility owners in the case of buildings that it does not own, if JCI will undertake Services in the facility that could disturb ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

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Page | 18

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
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2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

[END OF DOCUMENT]

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO A CONTRACT FOR THE RENEWAL OF THE CITY OF BENTONVILLE COMMUNITY CENTER'S HVAC MAINTENANCE SERVICE AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

NOW, THEREFORE, BE IT ORDAINED 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 a contract with Johnson Controls for the renewal of the City's Community Center HVAC Maintenance Service, in an amount not to exceed \$32,000.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Due to the lack of other providers which are qualified and able to provide the full range of services and preventative maintenance to commercial facilities, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 24, 2017

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff recommends approval of Change Order #1 and Final Reconciliation for Crossland Heavy Contractors for a total increase of \$7,888.00 and an additional 7 calendar days for the McKissic Lift Station Headworks Improvement Project. This final change order increases the contract from \$393,000.00 to \$400,888.00. The increase is for additional rock excavation encountered during construction.

COST TO CITY:

Cost of this Request:	\$7,888
Additional Budget Amount	\$7,888

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	393,000
Funds Expended to Date		393,000
Remaining Budget		-
Budget Adjustment		7,888
Remaining After Adjustment	\$	7,888

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: January 17, 2017
Re: Change Order #1 and Final for McKissic Lift Station Headworks Improvement Project

Staff recommends approval of Change Order #1 and Final Reconciliation for Crossland Heavy Contractors for an increased amount of \$7,888.00 and an additional 7 calendar days for the McKissic Lift Station Headworks Improvement Project. This increase is to cover additional rock excavation encountered at the site. The initial design of the project estimated 25 cubic yards of rock to be removed. Once excavation was complete, rock excavation totaled 64.44 cubic yards. This is the only change to the construction quantities. This change increases the contract amount from \$393,000.00 to \$400,888.00 and a total of 127 calendar days. This increase will be covered by a budget adjustment.

Thank you for your consideration of this request.



www.GarverUSA.com

Final Construction Contract Change Order										
Project: McKissic Lift Station Headworks Improvements City of Bentonville Bid 16-17 Garver Job No. 15048190					Change Order No. 1 Date Prepared: December 16, 2016 Prepared by: Chris Buntin, Garver					
Owner: City of Bentonville, Arkansas 117 W. Central Avenue Bentonville, AR 72712					Contractor: Crossland Heavy Contractors P.O. Box 350 Columbus, KS 66725					
Description of Work Included in Contract The Project, of which the Work under the Contract Documents is a part, generally includes the construction of the new headworks manual bar screen, yard piping, fencing, and minor site work to allow for temporary maintenance to the existing automatic bar screen by diverting the flow at the Bentonville McKissic Lift Station, located at 12871 Peach Orchard Rd, Bentonville, AR.										
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.) A. Reconcile the estimated quantity of rock excavation to the actual quantity of rock excavatoin required to complete the project, based upon an established unit price. Also, add an additional 7 calendar days to the contract time.										
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost	
A	10	Rock Excavation	CY	25	\$200.00	64.44	\$200.00	\$5,000.00	\$12,888.00	
Summation of Cost								\$5,000.00	\$12,888.00	
Net Cost for this Change Order								\$7,888.00		
Estimated Project Cost Estimated Project Cost Original Contract Ar \$393,000.00 This Change Order \$7,888.00 New Contract Amoi \$400,888.00					Time Change Original Substantial Completion 90 Calendar Days from NTP Revised Substantial Completion 97 Calendar Days from NTP (11/26/16) Original Final Completion 120 Calendar Days from NTP Revised Final Completion 127 Calendar Days from NTP (12/26/16)					
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS										
ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver					Project Manager 12/16/2016 Title Date					
ACCEPTED BY CONTRACTOR Contractor's Signature					Project Manager 12/16/2016 Title Date					
APPROVED BY OWNER Owner's Signature					Title Date					



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

AGENDA FORM

CITY COUNCIL MEETING OF:

January 24, 2017

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Budget Adjustment to cover increased cost of Change Order #1 for additional rock excavation for the McKissic Lift Station Headworks Improvement Project in the amount of \$7,888.00.

COST TO CITY:

Cost of this Request: \$7,888

Additional Budget Amount \$7,888

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	393,000
Funds Expended to Date		393,000
Remaining Budget		-
Budget Adjustment		7,888
Remaining After Adjustment	\$	7,888

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





BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, January 24, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, January 24, 2017 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: January 10, 2016**

AGENDA

1. Planning:
 - 1a. **Property Line Adjustment: Lots 8 & 9, Loeshe Subdivision; Wedekind Properties; 701 Northwest 8th Street; R-1, Single Family Residential.**

The Planning Commission voted 7-0, recommending approval.

The applicant has submitted a property line adjustment creating two (2) new lots by adjusting the common lot line of two (2) existing lots. The new lots will be known as Lot 8 (0.43 acres) and Lot 9 (0.33 acres) of Loeshe Subdivision. Per the requirements of the current Master Street Plan, additional right-of-way is being dedicated along Northwest 8th Street and Bella Vista Road. Both new lots will have access to public utilities and a public street. No additional ingress/egress pints shall be permitted onto Bella Vista Road.

- 1b. **Rezoning: Cate Family, LLC; 1303 Southwest 'B' Street; Rezoning from R-1, Single Family Residential to R-O, Residential Office.**

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Low-Density Residential (D-LDR). The R-O, Residential Office zoning is an appropriate zoning district for this designation.

- 1c. **Rezoning: Rohit Dharmadhikari; 1203 & 1205 Southeast 33rd Street; Rezoning from A-1, Agricultural to R-1, Single Family Residential.**

The Planning Commission voted 7-0, recommending approval.

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

- 1d. **Rezoning: Honey Creek Land & Cattle; Southeast 34th Street & Southeast 'C' Street; Rezoning from C-2, General Commercial to R-4, High Density Residential.**

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as High Density Residential (HDR). The R-4, High Density Residential zoning is an appropriate zoning district for this designation. Policy LU-23, Housing Types, within the General Plan suggest that the city should encourage the development of a mix of housing types to meet the needs of its residents throughout their lives. The proposed high density residential development will help to create additional density and reduce the impact on the city's infrastructure by utilizing existing public utilities and traffic networks.

- 1e. **Rezoning: MSB Holdings, LLC; 431 Southwest 'B' Street; Rezoning from R-1, Single Family Residential to DC, Downtown Core.**

The Planning Commission voted 7-0, recommending approval.

The intent of the Downtown Core zoning district is to expand the pedestrian oriented character of the town square while providing retail and entertainment venues. Small and large office and commercial uses should be provided to support the medium and high-density residential uses. The DC, Downtown Core zoning district promotes a mix of commercial and residential uses that are separated both horizontally and vertically. The rezoning request is consistent with the policies and objectives of the Land Use plan.

- 1f. **Rezoning: Roth Family Partnership, VGP, LLC, Marvin & Becky Cawthon; 905, 907, & 909 North Main Street; Rezoning from R-1, Single Family Residential and RC-2, Central Residential-Moderate Density to DN-2, Downtown Medium-Density Residential.**

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Medium-Density Residential (D-MDR). The DN-2, Downtown Medium-Density Residential zoning is an appropriate zoning district for this designation.

- 1g. **Rezoning: Kyle & Melissa Sanders; Northwest 3rd Street; Rezoning from A-1, Agricultural to R-1, Single Family Residential.**

The Planning Commission voted 7-0, recommending approval.

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

2. **Issue Resolved:** Public hearing to approve a resolution condemning a structure and approval for removal of said structure located at 1204 Northeast Fillmore Street.
3. City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into a professional services contract with Boyette Strategic Advisors (BSA), in an amount not to exceed \$35,000.00 to provide support and counsel in implementing the recommendations contained in the Bentonville Blueprint, the City's Five Year Strategic Plan for Economic Development adopted by City Council on January 27, 2015 and waiving the requirement for competitive bidding.
4. A resolution setting a Public Hearing for February 14, 2017 for an Alley ROW Vacation requested by HFA Creative Solutions between Lot 14 & 15 Block 1 of Smartt's Addition and Tract 1 of Depot Addition.
5. An ordinance authorizing the Mayor and City Council to enter into an agreement with Admiral Moving Service, Inc. and waiving the requirements of competitive bidding to relocate the Inventory Warehouse, Electric Dept. and Street Dept. during the move to the new Utility Complex in 2017 in the amount of \$166,940.00.
6. Staff recommends Council approval of a resolution authorizing the Mayor to enter into a Real Estate Agreement with Matthew K. Pabst and Stacie K. Pabst to sale a 0.10 AC strip of property located adjacent to SW Cherry St. in Oxford Ridge Subdivision in the amount of \$5,000.00.
7. Request for a waiver of bid to allow for the purchase of Patrol Uniforms from Cruse Uniforms in Springdale, Arkansas. The 2017 Budget total budget allotment for Police Department Uniform Supplies is \$106,700.00. This includes Dispatch Uniforms, Patrol Uniforms and Replacements, Bike Team Uniforms, SWAT Uniforms, Bomb Squad Uniforms, Leather Gear and Replacements, and other Soft Uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol Uniforms and Replacement Uniforms accounts for the largest portion of this expense and represents \$55,000.00 of this total. Factors such as employee turnover and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and Replacement. The department currently uses Cruse Equipment in Springdale for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. The next

closest similar provider is located in Carthage, MO. This waiver of bid would not exceed the budgeted amount and duplicates last year's (2016) waiver.

8. Approve Animal Services Contract with the City of Rogers.
9. Request City Council approve the attached change to the City's Personnel Policy (shown in **BOLD**), Chapter 8, Section 8.6.1.referring to payment of educational expenses related to "Advanced Degrees" (Masters degrees, P.E. Certifications, and CPA Certifications.
10. Approve budget adjustment and scholarship payment from the Arkansas State Library to Courtney Fitzgerald. Fitzgerald is a graduate student, employed by Bentonville Public Library, who was awarded funds to assist with the expense of her library degree. The budget adjustment includes scholarship funds for the fall 2016 semester and the 2017 academic year.
11. Council approval of Mayor Bob McCaslin's recommendation to appoint Betsy Batey to the Library Advisory Board.
12. Award Bid #16-05 to J. Johnson Construction Company, Inc. for the construction of the Elm Tree/Hwy 72 Intersection Improvements project in the amount of \$943,158.75. See attached memo, letter of recommendation, and bid tabulation from Sandcreek Engineers.
- 13a. City Council approval of a Resolution allowing the Mayor to enter into an agreement with CEI Engineering Associates, Inc. for engineering and design services for AHTD Job # 090473 HWY 102/SW "I" St. Inters. Improvements (Bentonville) (S), commonly known as SW "I" Street Right Turn Lane. The cost of this contract will be \$134,044.00.
- 13b. Council approval of a budget adjustment in the amount of \$9044.00 to help fund the design of AHTD Job # 090473, SW I Street Right Turn Lane. Currently the City of Bentonville has in place an Agreement of Understanding (Resolution # 5-24-16C) with AHTD for an 80/20 cost share for this project. The cost of this budget adjustment will come from the Four Lane Sales Tax.
14. Fire Department Staff is recommending Council's approval to increase the fire departments vehicle count by three.
15. City Council approval of an ordinance to waive competitive bidding bid award to Johnson Controls for preventative maintenance services at the Bentonville Community Center.
- 16a. Staff recommends approval of Change Order #1 and Final Reconciliation for Crossland Heavy Contractors for a total increase of \$7,888.00 and an additional 7 calendar days for the McKissic Lift Station Headworks Improvement Project. This final change order increases the contract from \$393,000.00 to \$400,888.00. The increase is for additional rock excavation encountered during construction.

- 16b. Budget Adjustment to cover increased cost of Change Order #1 for additional rock excavation for the McKissic Lift Station Headworks Improvement Project in the amount of \$7,888.00.
17. State of the City Report – Mayor Bob McCaslin.