



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, September 11, 2018 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: August 28, 2018**

AGENDA

1. Approval of an ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas and making same a part of the City of Bentonville, and assigning same to wards. (Ausmus ETAL Annexation) **(Pages 4-12)**

2. Planning:

- 2a. **Lot Split: Lots 3 & 4 Michael-Dill Plaza, Michael Family Limited Partnership, 1002 S Walton Boulevard, C-2, General Commercial (PLA18-0030).**

(Pages 15-17)

The Planning Commission voted 7-0, recommending approval.

Lot Split of Lot 1 of Michael-Dill Plaza, creating new Lots 2 and 3. The plat dedicates 20' utility easements along all exterior lot lines and 15' utility easements along all interior lot lines. Adequate right-of-way exists along S Walton Boulevard. A private access easement shall be dedicated along the northern flag stem at a later date.

- 2b. **Property Line Adjustment: Lot 12, Block 4 Braithwaite Park, Aaron Childress, 802 NW 20th Street, R-1, Single-Family Residential (LS18-0028).**

(Pages 18-20)

The Planning Commission voted 7-0, recommending approval.

A Property Line Adjustment of Lot 3, Block 4 of Braithwaite Park, creating new Lot 12, Block 4 of Braithwaite Park. The plat dedicates 20' utility easements along all exterior lot lines and 15' utility easements along all interior lot lines.

The applicant is dedicating additional right-of-way along NW 20th Street to meet the requirements of the Master Street Plan.

- 2c. **Rezoning: Pubside Holdings, LLC, 110 NE Monroe Street, From R-1 Single Family Residential to DN-2, Downtown Medium-Density Residential (RZ18-0024).**

(Pages 21-23)

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 a recommended zoning district for this designation.

- 2d. **Rezoning: Newell Holdings, LLC, 217 NW A Street DE, From Downtown Edge to DC to Downtown Core (RZ18-0025).**

(Pages 24-26)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Mixed Use (MU). The DC, Downtown Core zoning is a recommended zoning district for this designation.

- 2e. **Resolution: Simon, 206 SE B Street, From Downtown High-Density Residential to Mixed-Use (GPA18-0004).**

(Pages 27-29)

The Planning Commission voted 7-0, recommending approval.

The requested Future Land Use Map designation of Mixed Use (MU) is in line with adjacent zonings to the north and west. According to their narrative, the applicant's long-term, conceptual plans are to rezone to Downtown Edge, and construct four single-family homes on individual lots. However, there is no guarantee that this lot will develop as stated in the narrative.

3. Public hearing and ordinance vacating a Street and Alley Right of Way located in W.A. Burk's Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 30-33)**
4. A resolution setting a public hearing for September 25, 2018 for a Utility Easement Vacation requested by Crystal Bridges Museum for 507 SE "E" Street in Market Addition. **(Pages 34-36)**
5. Staff recommends that City Council approve a reconciliation change order to finalize the Contract Section I agreement with Tri Star, LLC on the 8th Street Water and Sewer relocation project. Original Contract amount was \$2,639,232.75. This final Change Order will add 178 working days due to delays out of the Contractors control and approve a budget adjustment for \$3,488.22 that would increase the final contract value to \$2,725,388.94. The increased funds will be covered by the 8th street Escrow account. **(Pages 37-47)**
6. Staff recommends that City Council approve a reconciliation change order to finalize the Contract Section II agreement with ARCO Excavation and Paving, Inc., on the 8th Street Water and Sewer relocation project. Original Contract

amount was \$3,834,483.00. This final Change Order will add 191 Contract days due to delays out of the Contractors control. The project has an underrun of \$180,728.86 and the revised contract total is now \$3,653,754.14.

(Pages 48-60)

- 7a. Staff requests City Council approval allowing the Mayor to enter into an agreement with CEI to provide surveying and administration services for the City of Bentonville Monument System. The cost of this agreement is a not to exceed amount of \$115,600.00. **(Pages 61-71)**
- 7b. Staff requests City Council approval of a budget adjustment in the amount of \$115,600.00 for the Bentonville Monument Update Project. **(Pages 72-73)**
8. This is a request to declare two (2) no longer in service police department vehicles as surplus property. These vehicles include City of Bentonville Unit # 2010-89, a 2010 Ford Crown Victoria (2FABP7BV0AX127927), and Unit #2010-07, a 2011 Ford Crown Victoria (2FABP7BVXBX168647). Both of these vehicles were previously used as marked patrol cars, and are equipped with lightbars, sirens, consoles, gun racks, hard rear seats, prisoner containment systems, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, these vehicles can be transferred to City of Decatur Police Department with lightbars, siren, and other law enforcement specific equipment intact. Decatur Police would use these vehicles, as equipped, to patrol their city and answer calls for service. Transferring ownership in this manner represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with the removal, storage, and proper disposal of law enforcement only equipment that cannot be transferred to another vehicle. Additionally, this transfer encourages local partnerships, supports law enforcement and public safety in Northwest Arkansas and provides meaningful assistance to a neighboring city. See also attached letter from City of Decatur Police Department, Chief of Police Joe Savage. **(Pages 74-76)**
9. Request that City Council approve a resolution authorizing the Mayor and City Clerk to approve Amendment 1R1 to revise and correct the previous Amendment 1, as related to our existing professional services agreement with Nabholz Construction. City Council previously approved the Guaranteed Maximum Price Amendment (Amendment 1) on July 10th, 2018. This Amendment has an error because it did not take into the consideration the value of the original preconstruction services contract (\$16,000.00). The Guaranteed Maximum Price in Article 1 of the original amendment (\$8,191,226) has not changed, but did not include the aforementioned \$16,000.00 in order to arrive at the cost associated with the fully executed document and thereby properly reflect the Guaranteed Maximum Price for the Total Project (\$8,207,266.00). This is a clerical error and there have been no changes to the actual dollar amounts. Amendment 1R1 is attached. **(Pages 77-79)**
10. Recommend Mayor and City Council award bid #IFB-18-047 for 750 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$89,829.00. **(Pages 80-82)**
11. Parks and Recreation is requesting City Council approval of a resolution accepting donation for property for use as a public park. **(Pages 83-87)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 11, 2018

Submitted by:

Jim Wheelless

Department

IT Department

Phone

271-5926

ACTION REQUIRED:

Approval of an Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas and making same a part of the City of Bentonville, and assigning same to wards. (Ausmus ETAL Annexation)

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



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by all of the owners of the hereinafter described territory, said owners being listed in Exhibit "A" to this ordinance, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 14 day of August, 2018, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

WHEREAS, the order entered by the County Judge provides that in order to accept the annexation proposed by the petitioners, the City of Bentonville is also required to accept as part of the territory to be annexed certain dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, the legal descriptions for which are included as an attachment to the County Court's order,

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

Section 1. That the land described on the attached Exhibit "B," which includes both the territory sought to be annexed by the petitioners and the dedicated public roads and rights of way

abutting or traversing the property proposed to be annexed, is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the petition to annex that property is hereby granted and the property described in Exhibit "B" is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

Section 2. That the above described territory shall be annexed to and made a part of Ward 3 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

Section 3. That the above described territory shall be zoned A-1 , to be used in accordance with City zoning laws and the laws of the State of Arkansas.

Section 4: That this ordinance shall become effective 30 days from its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF SEPTEMBER, 2018.

APPROVED: _____
HON. BOB McCASLIN, Mayor

ATTEST: _____
HON. LINDA SPENCE, City Clerk

**Ausmus Annexation
Exhibit "A"**

<u>Elmon L. Jr. & Pamela R. Ausmus</u>	<u>18-09195-000</u>
<u>Robert L. Callis</u>	<u>18-09197-001</u>
<u>Pamela Rae Ausmus & Lyndell Johnson Rev. Trust</u>	<u>18-09198-000</u>
<u>Roy Paul & Linda Fay Otto Joint Revocable Trust</u>	<u>18-09333-000</u>

**Ausmus Annexation
Exhibit "B"**

Ausmus, Elmon (North)
18-09195-000

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 19N, Range 31W, Benton County, Arkansas, and more particularly described as follows:
Beginning at a point 166' South from the NE Corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26.

Thence S0°53'W, 100';
Thence N88°59'W, 171';
Thence N0°53'E, 100';
Thence S88°59'E, 171' to the point of beginning.

AND

Ausmus, Elmon (South)
18-09195-000

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 19N, Range 31W, Benton County, Arkansas, and more particularly described as follows:
Beginning at a point 266' South from the NE Corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26.

Thence N88°59'W, 171';
Thence S0°53'W, 182';
Thence S88°59'E, 171';
Thence N0°53'E, 182' to the point of beginning.

AND

Vanderpool 18-09196-000
Callis 18-09197-001

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 19N, Range 31W, Benton County, Arkansas, and more particularly described as follows:

Beginning at a point S88°59'E, 660' from the NW Corner of said SE ¼ of the SW ¼ of Section 26.

Thence S0°53'W, 600';

Thence S88°59'E, 660';

Thence N0°53'E, 152';

Thence N88°59'W, 171';

Thence N0°53'E, 282';

Thence S88°59'E, 171';

Thence N0°53'E, 166';

Thence N88°59'W, 660' to the point of beginning.

AND

AUSMUS/JOHNSON

18-09198-000

Part of the SE ¼ of the SW ¼ of Section 26, Township 19N, Range 31W, Benton County, Arkansas, and more particularly described as follows:

Beginning at the SW Corner of said SE ¼ of the SW ¼ of Section 26.

Thence N0°53'E, 600';

Thence S88°59'E, 660';

Thence N0°53'E, 120';

Thence S88°59'E, 660';

Thence S0°53'W, 720';

Thence N88°59'W, 1320' to the point of beginning.

AND

OTTO

18-09333-000

Part of the NE ¼ of the NW ¼ of Section 35, Township 19N, Range 31W, and more particularly described as follows:

Beginning at the NW Corner of said NE ¼ of the NW ¼ of Section 35.

Thence S89°09'36"E, 1324.02';

Thence South 764.13';
Thence N88°04'59"W, 429.55';
Thence N0°26'22"E, 118.39';
Thence N89°44'44"W, 902.58';
Thence N0°37'42"E, 646.83' to the point of beginning.

Less and Except

Vanderpool

18-09196-000

Part of the SE ¼ of the SW ¼ of Section 26, Township 19N, Range 31W, Benton County, Arkansas, and more particularly described as follows:
Beginning at a point S88°59'E, 660' from the NW Corner of said SE ¼ of the SW ¼ of Section 26.
Thence S01°53'54"W, 211.72';
Thence S88°13'59"E, 489.74';
Thence N01°36'53"E, 41.86';
Thence S87°56'20"E, 169.93';
Thence N02°13'03"E, 170.66';
Thence N88°13'35"W, 660.41' to the point of beginning.

Ausmus Annexation

(And the following described property which is dedicated public roads and Right-of-Ways)

Part of the SE ¼ of the SW ¼ of Section 26, Township 19N, Range 31W, Benton County, Arkansas **AND** Part of the NE ¼ of the NW ¼ of Section 35, Township 19N, Range 31W, and more particularly described as follows:

Commencing at the NE Corner of said SE ¼ of the SW ¼ of Section 26, Township 19N, Range 31W, Benton County, Arkansas.

Thence S02°13'03"W, 170.66' to the point of beginning.
Thence S02°13'03"W, 1161.66';
Thence S86°55'57"E, 15.23';
Thence S01°45'19"W, 763.63';
Thence N86°52'01"W, 41.63';
Thence N02°01'09"E, 1924.77';
Thence S87°56'20"E, 26.89' to the point of beginning.

Ausmus Annexation
Exhibit "B"
(Vicinity Map)

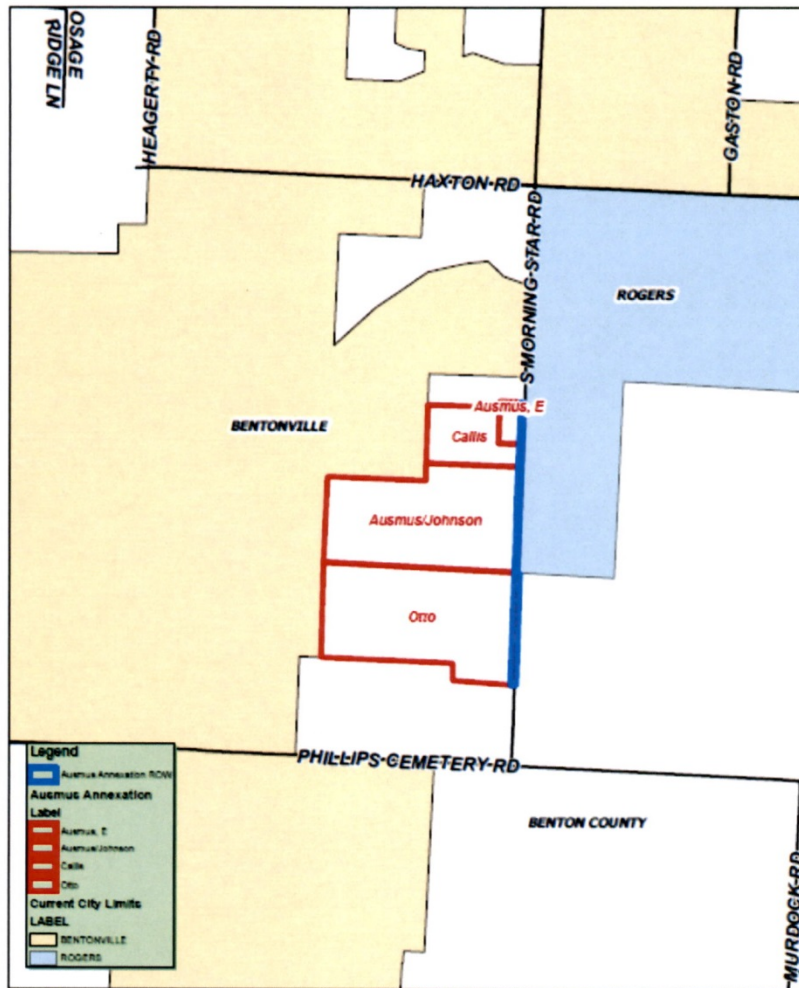


Exhibit "B"
Ausmus Annexation

1 inch = 667 feet



City Council Agenda Items

For City Council Meeting of September 11, 2018

From the September 4, 2018 Planning Commission Meeting

Lot Split: Lots 3 & 4 Michael-Dill Plaza, Michael Family Limited Partnership, 1002 S Walton Boulevard, C-2, General Commercial (PLA18-0030).

The Planning Commission voted 7-0, recommending approval.

Lot Split of Lot 1 of Michael-Dill Plaza, creating new Lots 2 and 3. The plat dedicates 20' utility easements along all exterior lot lines and 15' utility easements along all interior lot lines. Adequate right-of-way exists along S Walton Boulevard. A private access easement shall be dedicated along the northern flag stem at a later date.

Property Line Adjustment: Lot 12, Block 4 Braithwaite Park, Aaron Childress, 802 NW 20th Street, R-1, Single-Family Residential (LS18-0028).

The Planning Commission voted 7-0, recommending approval.

A Property Line Adjustment of Lot 3, Block 4 of Braithwaite Park, creating new Lot 12, Block 4 of Braithwaite Park. The plat dedicates 20' utility easements along all exterior lot lines and 15' utility easements along all interior lot lines. The applicant is dedicating additional right-of-way along NW 20th Street to meet the requirements of the Master Street Plan.

Rezoning: Pubside Holdings, LLC , 110 NE Monroe Street, From R-1 Single Family Residential to DN-2, Downtown Medium-Density Residential (RZ18-0024).

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 a recommended zoning district for this designation.

Rezoning: Newell Holdings, LLC, 217 NW A Street DE, From Downtown Edge to DC to Downtown Core (RZ18-0025).

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Mixed Use (MU). The DC, Downtown Core zoning is a recommended zoning district for this designation.

Resolution: Simon, 206 SE B Street, From Downtown High-Density Residential to Mixed-Use (GPA18-0004).

The Planning Commission voted 7-0, recommending approval.

The requested Future Land Use Map designation of Mixed Use (MU) is in line with adjacent zonings to the north and west. According to their narrative, the applicant's long-term, conceptual plans are to rezone to Downtown Edge, and construct four single-family homes on individual lots. However, there is no guarantee that this lot will develop as stated in the narrative.



Consent Agenda Items

For Planning Commission meeting of September 4, 2018

Reviewer: Tyler Overstreet, Planner

- ❖ At the Technical Review meeting held on August 28, 2018 the Planning Commission requested these items be placed on the Consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lots 3 & 4 Michael-Dill Plaza, Michael Family Limited Partnership, 1002 S Walton Boulevard, C-2, General Commercial (PLA18-0030)

Lot Split of Lot 1 of Michael-Dill Plaza, creating new Lots 2 and 3. The plat dedicates 20' utility easements along all exterior lot lines and 15' utility easements along all interior lot lines. Adequate right-of-way exists along S Walton Boulevard. A private access easement shall be dedicated along the northern flag stem at a later date.

Property Line Adjustment: Lot 12, Block 4 Braithwaite Park, Aaron Childress, 802 NW 20th Street, R-1, Single-Family Residential (LS18-0028)

A Property Line Adjustment of Lot 3, Block 4 of Braithwaite Park, creating new Lot 12, Block 4 of Braithwaite Park. The plat dedicates 20' utility easements along all exterior lot lines and 15' utility easements along all interior lot lines. The applicant is dedicating additional right-of-way along NW 20th Street to meet the requirements of the Master Street Plan.

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 3 & 4 MICHAEL-DILL
PLAZA TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER:
LS18-0030).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 3 & 4 Michael-Dill Plaza, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on September 4, 2018; and,

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

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

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

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

Section 1: That the lot split of Lots 3 & 4 Michael-Dill Plaza to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

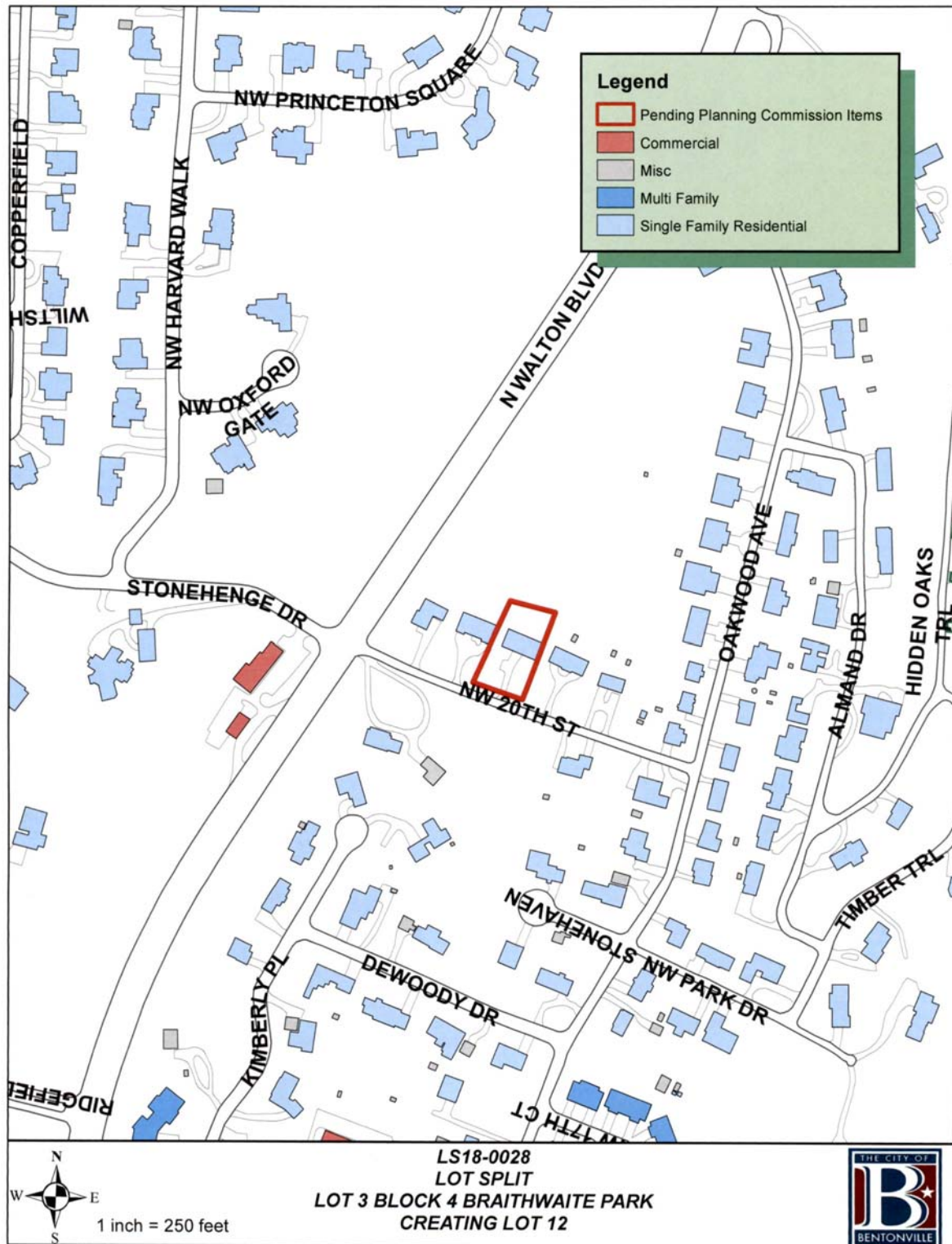
PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 12,
BLOCK 4 BRAITHWAITE PARK TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: LS18-0028).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 12, Block 4 Braithwaite Park of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on September 4, 2018; 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 of Lot 12, Block 4 Braithwaite Park 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 _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Pubside Holdings, LLC

110 NE Monroe Street

PC Date: 9/4/2018

Reviewer: Jon Stanley, Planner

Project Number	RZ18-0024
Applicant / Current Owner	Pubside Holdings, LLC 300 SW 5 th Street Bentonville, AR 72712
Site Area	+/- .34 acres
Current Zoning	R-1, Single Family Residential
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 located at 110 NE Monroe Street, south of Lake Street. A single-family home currently sits on the site.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property is located within the downtown area where the existing street grid network will provide adequate options for ingress and egress.

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 a recommended zoning district for this designation.

Conclusion

The General Plan recommends the DN-2, Downtown Medium-Density Residential as an appropriate zoning district for the Downtown Medium-Density Residential (D-MDR) land use designation.



To: Planning Staff and Planning Commission

Re: Rezoning Request

Newell Development on behalf of Pubside Holdings is requesting a rezone of property 1110 NE Monroe Bentonville, Benton County Arkansas.

The current zoning is Single Family Residential. We are requesting a rezone to DN2 that is line in with Downtown Medium Density Residential. This change will allow the owner to develop a property that better conforms to the City of Bentonville's future land use.

This use will not change traffic or signage and water, sewer and electric are available.

Jake Newell

Newell Development

479 225 3997

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ18-0024).

WHEREAS, Jake Newell duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning 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:

LOTS 5 & 6, BLOCK 10, W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD A, PAGE 119; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 4, 2018 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 zoning 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 _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Newell Holdings, LLC

217 NW A Street

PC Date: 9/4/2018

Reviewer: Jon Stanley, Planner

Project Number	RZ18-0025
Applicant / Current Owner	Newell Holdings, LLC 300 SW 5 th Street Bentonville, AR 72712
Site Area	+/- .22 acres
Current Zoning	DE, Downtown Edge
Requested Zoning	DC, Downtown Core
Future Land Use Map Designation	Mixed Use (MU)

Property Description

This property is located at 217 NW A Street and contains a single-family home. Adjacent zonings are DE to the north, DC to the east, R-3 to the south, and R-1 to the west.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area. The property is located within the downtown area where the existing street grid network will provide adequate options for ingress and egress.

Relationship to the General Plan

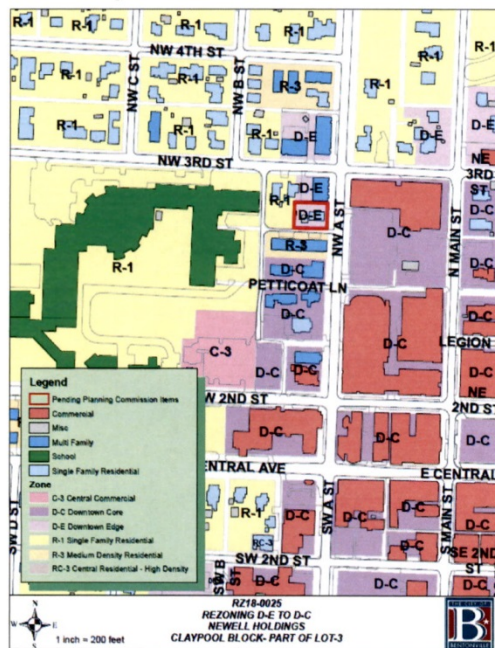
The Future Land Use Plan depicts this property as Mixed Use (MU). The DC, Downtown Core zoning is a recommended zoning district for this designation.

Conclusion

The General Plan recommends the DC, Downtown Core as an appropriate zoning district for the Mixed Use (MU) land use designation.

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

Location Map





N E W E L L
DEVELOPMENT

To: Planning Staff and Planning Commission

Re: Rezoning Request

Newell Development on behalf of Newell Holdings seeks is requesting a rezone of property 217 NW A, Bentonville, Benton County Arkansas.

We are requesting a rezone change from Downtown Edge to Downtown Core. Downtown Core better supports long term mixed use development. The future development would fit in scale and form to current townhouse developments to the North.

This use will not change traffic or signage and water, sewer and electric are available.



Jake Newell

Newell Development

479 225 3997

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF DE, DOWNTOWN EDGE TO DC, DOWNTOWN CORE
(PROJECT NUMBER: RZ18-0025).**

WHEREAS, Jake Newell duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of DE, Downtown Edge to DC, Downtown Core to be used in accordance with city zoning laws and state laws, which property is described as follows:

Part of Lot 3, Claypool Block, an addition to the City of Bentonville, Benton County, Arkansas, described as follows: Beginning at the NE corner of said lot 3; run thence west 110 feet and south 86.5 feet to the south line of said lot 3; thence east 110 feet; thence North 86.5 feet to the place of beginning; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 4, 2018 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 DE, Downtown Edge 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 zoning classification of DE, Downtown Edge to DC, Downtown Core to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

GENERAL PLAN AMENDMENT STAFF REPORT



Simon

206 SE B Street

PC Date: 9/4/2018

Reviewer: Tyler Overstreet, Planner

Project Number	GPA18-0004
Applicant/ Current Owner	Ken Booth 1610 NW 12 th Street Bentonville, AR 72712
Site Area	+/- .66 acres
Current Zoning	R-1, Single Family Residential
Current Future Land Use Map Designation	Downtown High-Density Residential (D-HDR)
Requested Future Land Use Map Designation	Mixed Use (MU)

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

Property Description

This property is located at 206 SE B Street and is currently home to a single-family residence. Adjacent zonings are D-E to the north and west, and R-1 to the east and south.

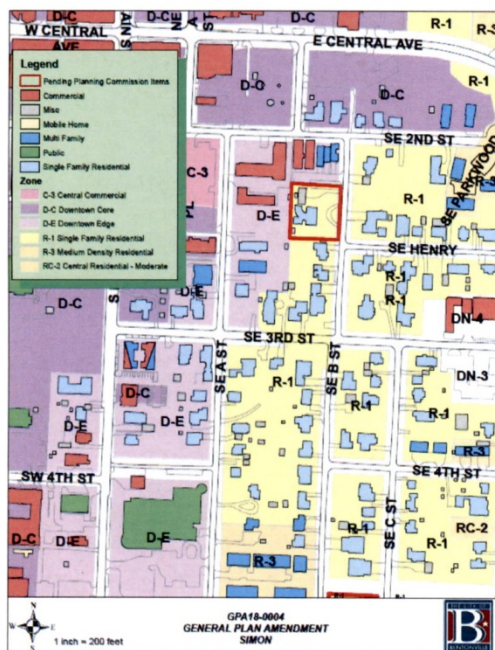
Projected Traffic Impact

The proposed land use designation will not adversely impact traffic in the area. The property is located within the downtown area and the existing street grid network should accommodate any increase in traffic caused by development.

Analysis

The requested Future Land Use Map designation of Mixed Use (MU) is in line with adjacent zonings to the north and west. According to their narrative, the applicant's long-term, conceptual plans are to rezone to Downtown Edge, and construct four single-family homes on individual lots. However, there is no guarantee that this lot will develop as stated in the narrative.

Location Map



Narrative for Zoning Plan Amendment

LOT 4, BLOCK 4 RAILROAD ADDTION - SIMON PROPERTY

1. Reasons for initiation of this proposal. Has information become available that was not available at the time of adoption of the Future Land Use Map? Or, since the adoption of the map has land use in the area changed?

The lot to the north of this site was rezoned to DE and has been split and developed with two 4-story commercial buildings and a Townhouse development with 3 single-family units. The developer of the two 4-story Haxton buildings has the opportunity to obtain this property to benefit the commercial buildings with private parking, which would free up spaces in the public parking lots around the area, while also adding to the single-family housing density as proposed by the land use intent.

2. How will this change impact the land use and character of the property in question and surrounding areas?

No noticeable change with single-family, individual homes facing SE B Street.

3. How is the property more suitable for the proposed land use designation than for the current land use classification presented on the Future Land Use Map?

The DE zone would allow for the mixed use of the parking area as well as a higher density residential ability.

4. Would the uses permitted by the proposed change be detrimental in any way to the surrounding property?

No

5. What are the alternative courses of action if the proposed land use change is not approved?

A PRD, or a single townhome of 4 units to replace the 3 single-family homes. The standard PRD requirements are hard to achieve on a small site, such as open common area and mixed housing types and price points. The townhome, row housing, though possible in the current high-density zoning, is not desirable to the developer nor would it enhance the single family homes that are east of this site.

6. What are your plans for the property if the proposed land use change is approved?

The developer proposes to install a parking area in the back of the property to benefit the Haxton buildings and construct 4 single-family homes along, and facing, SE B Street with rear access garages and additional parallel street parking. With no front setback in the DE zone, the homes can be built along the back of the sidewalk as is the units to the north, and the lot size will allow for the desired, separated, single-family homes rather than attached, townhome, or row housing style of 4 units.

7. What alternatives other than changing the land use designation have been discussed?

Zones DN3, DN4, and PRD were explored.

8. Additional information that is pertinent to support this request.

The one home, planned for the south end of the property, is for the current owner. The remainder of the property will be transferred to the developer who will construct the parking lot and the other 3 homes to provide the desired street appearance.

RESOLUTION NO. _____

**AN RESOLUTION ADOPTING REVISIONS TO THE FUTURE LAND
USE MAP OF THE CITY OF BENTONVILLE TO CHANGE REAL
ESTATE FROM ITS PRESENT LAND USE CLASSIFICATION OF
DOWNTOWN HIGH-DENSITY RESIDENTIAL TO DOWNTOWN
MIXED-USE RESIDENTIAL.**

WHEREAS, Ken Booth duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of Downtown High-Density Residential to Downtown Mixed-Use Residential on the City of Bentonville Future Land Use Map, which property is described as follows:

206 SE B Street, Bentonville, AR 72712; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 4, 2018 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 future land use classification as presented on the property be changed.

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 land use classification of **Error! Reference source not found.** to Downtown Mixed-Use Residential on the Future Land Use Map.

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

PASSED AND APPROVED this _____ day of _____, 2018.

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:

September 11, 2018

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a Street and Alley Right of Way located in W.A. Burk's Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas.

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





ORDINANCE NO. _____

AN ORDINANCE VACATING AN STREET AND ALLEY RIGHT OF WAY LOCATED IN W.A. BURK'S TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by CEI Engineering, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate an street and alley right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A portion of the alleys and street rights of way located in W.A. Burk's Addition, being part of the Southeast Quarter of the Southeast Quarter of Section 19, Township 20 North, Range 30 West, Bentonville, Arkansas, as shown in County Court Record Book A at Page 81 and 119 of the Records of Benton County, Arkansas, which portion is more particularly described as follows, to wit:

An Existing Alley Right of Way, approximately twelve (12) feet wide, running North and South in Block 12, between Lot 7 to the West and Lot 19 to the East.

An Existing Alley Right of Way, approximately twelve (12) feet wide, running East and West in Block 12, between Lot 19 to the North and Lot 18 to the South.

An Existing Street Right of Way, approximately fifty (50) feet wide, running North and South, between Lots 1 through 7 in Block 16 to the East and Lots 13 through 19 in Block 12 to the West.

An Existing Street Right of Way, approximately fifty (50) feet wide, running East and West, between Lot 1 in Block 16 to the North and Lots 12 in Block 15 to the South

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described street and alley right of way.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bentonville, Arkansas:

Section 1: The City of Bentonville, Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a street and alley right of way designated as follows:

A portion of the alleys and street rights of way located in W.A. Burk's Addition, being part of the Southeast Quarter of the Southeast Quarter of Section 19, Township 20 North, Range 30 West, Bentonville, Arkansas, as shown in County Court Record Book A at Page 81 and 119 of the Records of Benton County, Arkansas, which portion is more particularly described as follows, to wit:

An Existing Alley Right of Way, approximately twelve (12) feet wide, running North and South in Block 12, between Lot 7 to the West and Lot 19 to the East.
An Existing Alley Right of Way, approximately twelve (12) feet wide, running East and West in Block 12, between Lot 19 to the North and Lot 18 to the South.
An Existing Street Right of Way, approximately fifty (50) feet wide, running North and South, between Lots 1 through 7 in Block 16 to the East and Lots 13 through 19 in Block 12 to the West.
An Existing Street Right of Way, approximately fifty (50) feet wide, running East and West, between Lot 1 in Block 16 to the North and Lots 12 in Block 15 to the South

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas, and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2018, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

**LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
Arkansas**

**BOB MCCASLIN, Mayor
City of Bentonville, Arkansas**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 11, 2018

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a public hearing for September 25, 2018 for a Utility Easement Vacation requested by Crystal Bridges Museum for 507 SE "E" Street in Market 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.

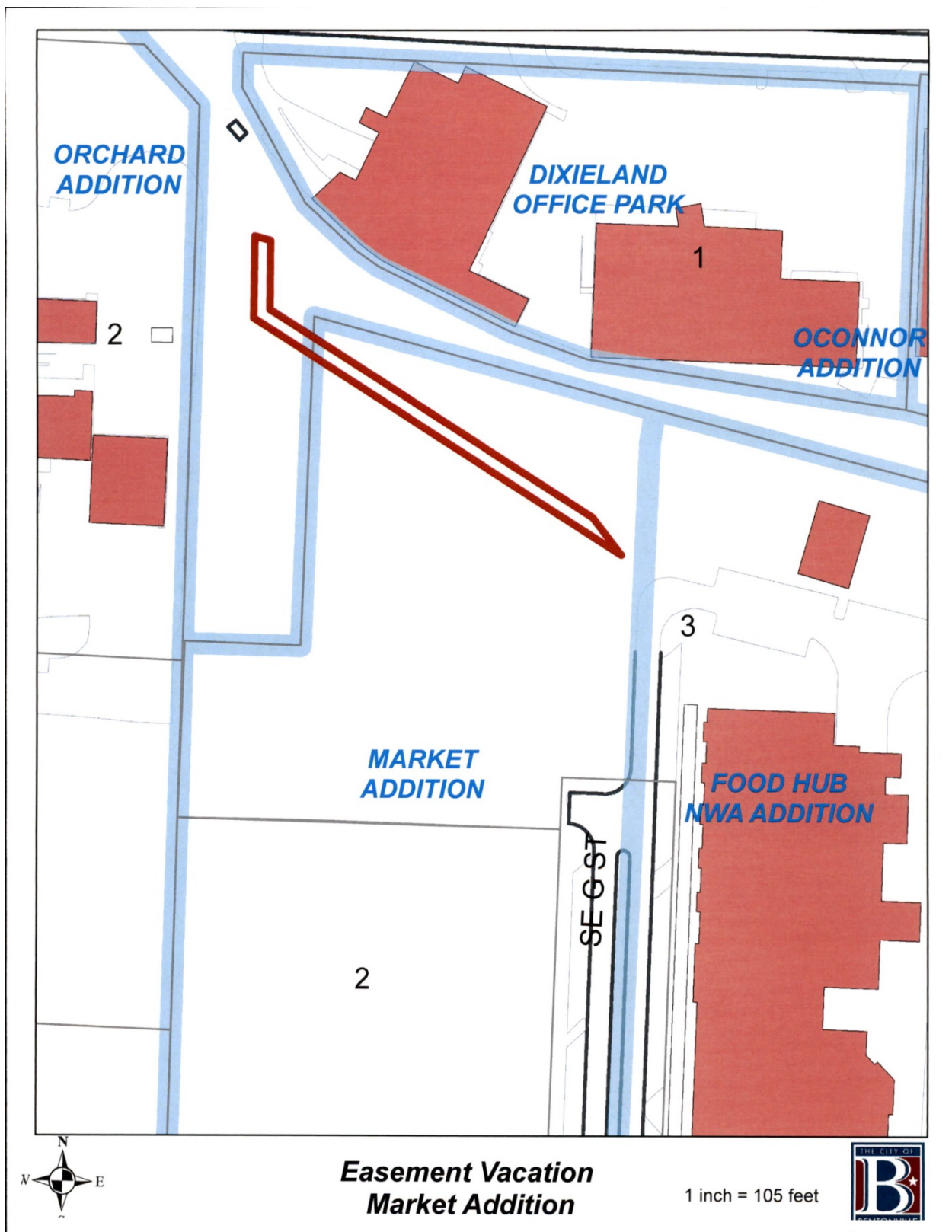
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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 Crystal Bridges Museum requesting utility easement vacation within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

COMMENCING at the Southwest corner of Lot 1 of Market Addition to the City of Bentonville Arkansas, as shown in Plat Book 2016, Page 430 of the records of Benton County, Arkansas: thence South 88 degrees 06 minutes 27 seconds East – 410.79 feet; thence North 01 degrees 53 minutes 33 seconds East – 260.91 feet to the southwest line of an existing sewer easement, as described in Deed Book 467, Page 406 of the records of Benton County, Arkansas and to the POINT OF BEGINNING (POB); thence continuing along said easement line for the following two courses: North 57 degrees 25 minutes 40 seconds West – 412.66 feet; North 00 degrees 44 minutes 20 seconds East – 77.31 feet to the north property line of the parent tract; thence along said property line, South 74 degrees 59 minutes 41 seconds East – 15.48 feet to the east line of said sewer easement; thence leaving said property line, South 00 degrees 44 minutes 20 seconds West – 65.16 feet along the east line of said sewer easement to the northeast line of said sewer easement; thence leaving the east line of said sewer easement South 57 degrees 25 minutes 40 seconds East – 362.51 feet along the northeast line of said sewer easement; thence leaving the northeast line of said sewer easement South 37 degrees 41 minutes 35 seconds East – 44.42 feet to the POINT OF BEGINNING (POB), containing 6,882 sq. ft., or 0.158 acres.

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 close the above described utility easement is set for a hearing on September 25, 2018 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 _____ 2018 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 #
X	Budget Adjustment	
X	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

September 11, 2018

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Staff recommends that City Council approve a reconciliation change order to finalize the Contract Section I agreement with Tri Star, LLC on the 8th Street Water and Sewer relocation project. Original Contract amount was \$2,639,232.75. This final Change Order will add 178 working days due to delays out of the Contractors control and approve a budget adjustment for \$3,488.22 that would increase the final contract value to \$2,725,388.94. The increased funds will be covered by the 8th street Escrow account.

COST TO CITY:

Cost of this Request: \$3,488

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





Budget Adjustment #
(Assigned by Admin)

Department: Street

Date of Request: September 4, 2018

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
020-3820-430.73-81	Improv's Other than Bldg/ 8th Street Walmart		\$ 3,488.22	\$ (3,488.22)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 3,488.22	\$ (3,488.22)

Justification:

Budget Adjustment to accept an overrun of \$3,488.22 for the final payment of 8th Street Water and Sewer relocation on Contract Section I. This overrun is a result of the final measured quantities being slightly greater than the estimated plan quantities on certain items. These additional funds will be covered by the 8th street Escrow account.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memorandum

To: City Council, Mayor McCaslin

From: Dennis Birge, Transportation Engineer *DB*

Date: Tuesday, September 04, 2018

Re: Reconciliation Change Order – Contract Section I – 8th Street Water & Sewer



Staff recommends that City Council approve a reconciliation change order to finalize the Contract Section I agreement with Tri Star, LLC on the 8th Street Water and Sewer relocation project. This final Change Order will add 178 working days due to delays out of the Contractors control and approve a budget adjustment for \$3,488.22 that would increase the final contract value to \$2,725,388.94.

Original Contract Amount	-	\$2,639,232.75
Approved Change Order #1	-	\$14,542.00
Approved Change Order #2	-	\$18,902.00
Approved Change Order #3	-	\$22,911.97
Approved Change Order #4	-	\$26,312.00
Requested Change Order #5 and Final	-	\$3,488.22
Total Additions by Change Orders	-	\$86,156.19
Revised Contract Amount	-	\$2,725,388.94

Thank you for your consideration of this request.

RECONCILIATION CHANGE ORDER

No. 5 - FINAL

PROJECT 8th Street Water & Sewer Relocations Contract Section 1 (SW I Street to SE D Street)

DATE OF ISSUANCE August 27, 2018

EFFECTIVE DATE August 27, 2018

OWNER City of Bentonville

OWNER's Contract No. USI Project No. 1009022 Contract Section 1

CONTRACTOR Tri Star Contractors, LLC ENGINEER USI Consulting Engineers, Inc. & Burns & McDonnell

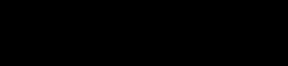
You are directed to make the following changes in the Contract Documents.

Description: Reconciliation Change Order

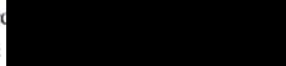
Reason for Change Order: Reconciliation of quantities and contract time

Attachments: Attachment A – shows bid item amounts to be deducted or added to Contract; & Attachment B – explaining reasons for changes to Original Contract Documents

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price	\$ 2,639,232.75	Original Contract Times	<u>Phase 1</u> <u>All Work</u>
		Substantial Completion:	<u>Feb. 3, 2017</u> <u>Nov. 5, 2017</u>
Net changes from previous Change Orders No. <u>1</u> to No. <u>4</u>	\$ 82,667.97	Ready for final Payment:	<u>March 5, 2017</u> <u>Dec. 5, 2017</u> days or dates
		Net changes from previous Change Orders No. <u>1</u> to No. <u>4</u>	<u>104 Contract Days (Phase 1) & 83 Contract Days (All Work)</u>
Contract Price prior to this Change Order	\$ 2,721,900.72	Contract Times prior to this Change Order	<u>Phase 1</u> <u>All Work</u>
		Substantial Completion:	<u>May 18, 2017</u> <u>January 27, 2018</u>
Net Increase of this Change Order	\$ 3,488.22	Ready for final Payment:	<u>June 17, 2017</u> <u>February 26, 2018</u> days or dates
		Net Increase for this Change Order	<u>178 Contract Days (All Work)</u>
Contract Price with all approved Change Orders	\$ 2,725,388.94	Contract Times for with all approved Change Orders	<u>Phase 1</u> <u>All Work</u>
		Substantial Completion:	<u>May 18, 2017</u> <u>June 22, 2018</u>
		Ready for final Payment:	<u>June 17, 2017</u> <u>August 23, 2018</u> days or dates

RE
By: 
Engineer (Authorized Signature)

APPROVED:
By: _____
Owner (Authorized Signature)

ACC
By: 
Contractor (Authorized Signature)

Date: 8/29/18

Date: _____

Date: 8-29-18

Project Number 1009022

RECONCILIATION CHANGE ORDER NO. 5 - ATTACHMENT A
CONTRACT SECTION I - 8TH STREET WATER & SEWER RELOCATIONS
(S.W. I STREET TO S.E. D STREET)
BENTONVILLE, ARKANSAS

Original Agreement Amount:	\$2,639,232.75	Contractor: Tri Star Contractors	Owner: City of Bentonville
Total Amount Addition from Previous Change Orders:	\$82,667.97	1910 Waukesha Road	117 W. Central
Total Amount Addition from Below (Reconciled):	\$3,488.22	Siloam Springs, AR 72761	Bentonville, AR 72712
Total Amount Addition from All Change Orders Including Reconciliation:	\$86,156.19		
Final Agreement Amount:	\$2,725,388.94		

Item No.	Unit Price	Bid Quantity	Completed Quantity	Total Quantity Add or Deduct	Total Price Add or Deduct
1. 1 LS General Conditions & Mobilization (Not to Exceed 5% of Total Amount for Contract Section I Excluding General Conditions & Mobilization)	\$125,677.75	1.00	1.00	0.00	\$ -
2. 1 LS Trenching and Excavation Safety Systems	\$100,000.00	1.00	1.00	0.00	\$ -
3. 1 LS Maintenance of Traffic	\$100,000.00	1.00	1.00	0.00	\$ -
4. 1,600 LF 4-Inch PVC Pipe for Sewer Service	\$30.00	1,600.00	885.00	-715.00	\$ (21,450.00)
5. 2,700 LF 8-Inch Gravity Sewer (PVC SDR-26)	\$37.00	2,700.00	2,681.00	-19.00	\$ (703.00)
6. 1,987 LF 12-Inch Gravity Sewer (PVC SDR-26) (Reduced 313 LF per CO4)	\$45.00	1,987.00	1,914.00	-73.00	\$ (3,285.00)
7. 2,779 LF 8-ft. to 10-ft. Extra Depth Sewer Trench (Reduced 221 LF per CO4)	\$12.00	2,779.00	3,142.00	363.00	\$ 4,356.00
8. 482 LF 10-ft. to 14-ft. Extra Depth Sewer Trench (Reduced 18 LF per CO4)	\$25.00	482.00	558.00	76.00	\$ 1,900.00
9. 28 EA 4-ft. Dia. Cast-in-Place Manhole	\$2,500.00	28.00	25.00	-3.00	\$ (7,500.00)
10. 49 VF 4-ft. Dia. Manhole Barrel Extension (Reduced 6 VF per CO4)	\$279.00	49.00	39.27	-9.73	\$ (2,714.67)
11. 2 EA Connect to Existing Manhole (Reduced 1 EA per CO4)	\$1,100.00	2.00	2.00	0.00	\$ -
12. 2,600 LF Plug and Abandon Existing Gravity Sewer Lines (8" & 12" diameters)	\$9.00	2,600.00	1,635.00	-965.00	\$ (8,685.00)
13. 21 EA Sewer Service Lateral Connections	\$450.00	21.00	18.00	-3.00	\$ (1,350.00)
14. 10 EA Abandon Existing Manhole	\$600.00	10.00	11.00	1.00	\$ 600.00
15. 100 CY *Rock Excavation for Gravity Sewer Lines	\$180.00	100.00	114.00	14.00	\$ 2,520.00
16. 1,600 LF 1-Inch PE Water Service Tubing	\$25.00	1,600.00	1,512.00	-88.00	\$ (2,200.00)
17. 50 LF 4-Inch or smaller Water Line (C900 DR14 PVC)	\$59.00	50.00	0.00	-50.00	\$ (2,950.00)
18. 150 LF 6-Inch Water Line (C900 DR14 PVC)	\$61.00	150.00	137.00	-13.00	\$ (793.00)
19. 6,300 LF 8-Inch Water Line (C900 DR14 PVC)	\$41.00	6,300.00	6,426.00	126.00	\$ 5,166.00
20. 400 LF 12-Inch Water Line (C900 DR14 PVC)	\$75.00	400.00	401.00	1.00	\$ 75.00
21. 250 LF 16-Inch Water Line (DIP Class 50)	\$125.00	250.00	247.00	-3.00	\$ (375.00)
22. 9,781 LB Ductile Iron Fittings for Water Service (Reduced 219 LB per CO4)	\$11.00	9,781.00	9,585.00	-196.00	\$ (2,156.00)
23. 7 EA Tapping Saddle and Valve (4" or smaller)	\$2,050.00	7.00	1.00	-6.00	\$ (12,300.00)
24. 9 EA Tapping Sleeve and Valve (6"X6")	\$2,200.00	9.00	10.00	1.00	\$ 2,200.00
25. 2 EA Tapping Sleeve and Valve (8"X8")	\$2,900.00	2.00	3.00	1.00	\$ 2,900.00
26. 2 EA Tapping Sleeve and Valve (12"X12")	\$5,200.00	2.00	2.00	0.00	\$ -
27. 2 EA Tapping Sleeve and Valve (16"X16")	\$17,000.00	2.00	2.00	0.00	\$ -
28. 1 EA Tapping Sleeve and Valve (24"X8")	\$5,300.00	1.00	1.00	0.00	\$ -
29. 1 EA 6-Inch Gate Valve	\$1,400.00	1.00	1.00	0.00	\$ -
30. 44 EA 8-Inch Gate Valve	\$1,800.00	44.00	43.00	-1.00	\$ (1,800.00)
31. 2 EA 12-Inch Gate Valve	\$3,000.00	2.00	2.00	0.00	\$ -
32. 1 EA 16-Inch Butterfly Valve	\$9,200.00	1.00	1.00	0.00	\$ -
33. 12 EA Fire Hydrant Assembly including Auxiliary Valve	\$5,300.00	12.00	12.00	0.00	\$ -
34. 9 EA Salvage Existing Fire Hydrant Assembly	\$900.00	9.00	11.00	2.00	\$ 1,800.00
35. 15 EA Cut, Cap & Abandon Existing Waterline	\$1,400.00	15.00	18.00	3.00	\$ 4,200.00
36. 24 EA Water Meter Setting (2-Inch and Smaller)	\$900.00	24.00	21.00	-3.00	\$ (2,700.00)
37. 7,400 LF Full Depth Class 7 Backfill	\$70.00	7,400.00	6,313.00	-1,087.00	\$ (76,090.00)

Continued on Page 2

USI Project No. 1009022.00
Attachment A

38. 1,100 LF *2-Inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections	\$54.00	1,100.00	880.00			
39. 1,150 LF *8-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections	\$37.00	1,150.00	505.00	-220.00	\$	(11,880.00)
40. 1,660 LF *16-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement	\$62.00	1,660.00	1,722.00	62.00	\$	3,844.00
41. 110 LF *20-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement	\$89.00	110.00	100.00	-10.00	\$	(890.00)
42. 130 LF *24-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement	\$105.00	130.00	122.00	-8.00	\$	(840.00)
43. 5.2 AC *Hydrosed and Mulch	\$5,000.00	5.20	3.00	-2.20	\$	(11,000.00)
44. 550 LF *Concrete Curb and Gutter	\$18.00	550.00	720.75	170.75	\$	3,073.50
45. 275 SY *Concrete Sidewalk	\$42.00	275.00	621.00	346.00	\$	14,532.00
46. 50 SY *Concrete Pavement Repair	\$120.00	50.00	276.00	226.00	\$	27,120.00
47. 2,600 SY *Asphalt Pavement Repair	\$95.00	2,600.00	3,921.00	1,321.00	\$	125,495.00
48. 1 LS Stormwater Pollution Prevention Erosion Controls	\$40,000.00	1.00	1.00	0.00	\$	-
Total Amount Added To Original					\$	4,254.83
CHANGE ORDER No. 1						
19.CO1 15 LF 8-Inch Water Line	\$41.00	12.00	15.00	3.00	\$	123.00
22.CO1 222 LB Ductile Iron Fittings for Water Service	\$11.00	250.00	222.00	-28.00	\$	(308.00)
30.CO1 1 EA 8-Inch Gate Valve	\$1,800.00	1.00	1.00	0.00	\$	-
35.CO1 1 EA Cut, Cap & Abandon Existing Waterline	\$1,400.00	1.00	1.00	0.00	\$	-
37.CO1 15 LF Full Depth Class 7 Backfill	\$70.00	15.00	15.00	0.00	\$	-
46.CO1 15 SY *Concrete Pavement Repair	\$120.00	15.00	15.00	0.00	\$	-
47.CO1 15 SY *Asphalt Pavement Repair	\$95.00	15.00	15.00	0.00	\$	-
50.CO1 3 CY Thrust Anchors w/ All-Thread and Fitting Straps	\$1,275.00	3.00	3.00	0.00	\$	-
Total Amount Reconciled To CO1					\$	(185.00)
CHANGE ORDER No. 2						
17.CO2 60 LF 4-Inch or smaller Water Line (C900 DR 14 PVC)	\$59.00	60.00	60.00	0.00	\$	-
22.CO2 110 LB Ductile Iron Fittings for Water Service	\$11.00	110.00	110.00	0.00	\$	-
23.CO2 2 EA Tapping Saddle and Valve (4" or smaller)	\$2,050.00	2.00	1.00	-1.00	\$	(2,050.00)
33.CO2 1EA Fire Hydrant Assembly including Auxiliary Valve	\$5,300.00	1.00	1.00	0.00	\$	-
49.CO2 88 LF Direct Bury (Open Cut) Pipe Encasement for Water Service Lines	\$54.00	88.00	88.00	0.00	\$	-
Total Amount Reconciled To CO2					\$	(2,050.00)
CHANGE ORDER No. 3						
5.CO3 68 LF 8-Inch Gravity Sewer (PVC SDR-26)	\$37.00	68.00	68.00	0.00	\$	-
7.CO3 91 LF 6-ft. to 10-ft. Extra Depth Sewer Trench	\$12.00	91.00	91.00	0.00	\$	-
9.CO3 3 EA 4-ft. Dia. Cast-in-Place Manhole	\$2,500.00	3.00	3.00	0.00	\$	-
10.CO3 3.43 VF 4-ft. Dia. Manhole Barrel Extension	\$279.00	3.43	3.43	0.00	\$	-
12.CO3 98 LF Plug and Abandon Existing Gravity Sewer Lines (8" & 12" diameters)	\$9.00	98.00	98.00	0.00	\$	-
14.CO3 1 EA Abandon Existing Manhole	\$600.00	1.00	1.00	0.00	\$	-
37.CO3 70 LF Full Depth Class 7 Backfill	\$70.00	70.00	70.00	0.00	\$	-
47.CO3 47 SY *Asphalt Pavement Repair	\$95.00	47.00	47.00	0.00	\$	-
Total Amount Reconciled To CO3					\$	-
CHANGE ORDER No. 4						
Bid Item Nos. 6, 7, 8, 10, 11, & 22 Quantity Reductions Changed in Original Bid Items						
4.CO4 240 LF 4-Inch PVC Pipe for Sewer Service	\$30.00	240.00	240.00	0.00	\$	-
5.CO4 147 LF 8-Inch Gravity Sewer (PVC SDR-26)	\$37.00	147.00	147.00	0.00	\$	-
13.CO4 2 EA Sewer Service Lateral Connections	\$450.00	2.00	2.00	0.00	\$	-
37.CO4 222 LF Full Depth Class 7 Backfill	\$70.00	222.00	222.00	0.00	\$	-
39.CO4 184 LF *8-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections	\$37.00	184.00	171.00	-13.00	\$	(481.00)
40.CO4 10 LF *16-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement	\$62.00	10.00	10.00	0.00	\$	-
47.CO4 31 SY *Asphalt Pavement Repair	\$95.00	31.00	31.00	0.00	\$	-
51.CO4 1 LS Gas Line Relocation	\$8,080.00	1.00	1.00	0.00	\$	-
52.CO4 1 LS Concrete and Core for Work Directive No. 4	\$1,150.00	1.00	1.00	0.00	\$	-
Total Amount Reconciled To CO4					\$	(481.00)
CHANGE ORDER No. 5						
53.CO5 1 LS Fire Line Connection at 608 Building	\$941.46	0.00	1.00	1.00	\$	941.46
54.CO5 1 LS Manhole Frame Risers	\$1,007.93	0.00	1.00	1.00	\$	1,007.93
Bid Items Added Per CO5					\$	1,949.39
Total Amount Reconciled Per CO5					\$	3,488.22

USI Project No. 1009022.00
Attachment A

**ATTACHMENT B
RECONCILIATION CHANGE ORDER NO. 5**

8th Street Water & Sewer Relocations
USI Project No. 1009022.00 Contract Section 1
(SW I Street to SE D Street)

DESCRIPTION OF CHANGES TO THE BID ITEMS

1. General Conditions & Mobilization (Not to Exceed 5% of Total Amount of Bid Excluding General Conditions & Mobilization)

No Change

2. Trenching and Excavation Safety Systems

No Change

3. Maintenance of Traffic

No Change

4. 4-Inch PVC Pipe for Sewer Service

Field conditions allowed for the deduction of 475 LF of 4-Inch PVC Pipe for Sewer Service. The estimated bid quantity was 1,600 LF. The unit cost is \$30.00 per LF. DEDUCT 475 LF @ a total of \$14,250.00.

5. 8-Inch Gravity Sewer (PVC SDR-26)

Field conditions required the addition of 196 LF of 8-Inch Gravity Sewer (PVC SDR-26). The estimated bid quantity was 2,700 LF. The unit cost is \$37.00 per LF. ADD 196 LF @ a total of \$7,252.00.

6. 12-Inch Gravity Sewer (PVC SDR-26)

Field conditions allowed for the deduction of 386 LF of 12-Inch Gravity Sewer (PVC SDR-26). The estimated bid quantity was 2,300 LF. The unit cost is \$45.00 per LF. DEDUCT 386 LF @ a total of \$17,370.00.

7. 6-ft. to 10-ft. Extra Depth Sewer Trench

Field conditions required the addition of 233 LF of 6-ft. to 10-ft. Extra Depth Sewer Trench. The estimated bid quantity was 3,000 LF. The unit cost is \$12.00 per LF. ADD 233 LF @ a total of \$2,796.00.

8. 10-ft. to 14-ft. Extra Depth Sewer Trench

Field conditions required the addition of 58 LF of 10-ft. to 14-ft. Extra Depth Sewer Trench. The estimated bid quantity was 500 LF. The unit cost is \$25.00 per LF. ADD 58 LF @ a total of \$1,450.00.

9. 4-ft. Dia. Cast-in-Place Manhole

No Change

10. 4-ft. Dia. Manhole Barrel Extension

Field conditions allowed for the deduction of 12.30 VF of 4-ft. Dia. Manhole Barrel Extension. The estimated bid quantity was 55 VF. The unit cost is \$279.00 per VF. DEDUCT 12.30 VF @ a total of \$3,431.70.

11. Connect to Existing Manhole

Field conditions allowed for the deduction of 1 EA of Connect to Existing Manhole. The estimated bid quantity was 3 EA. The unit cost is \$1,100.00 per EA. DEDUCT 1 EA @ a total of \$1,100.00.

12. Plug and Abandon Existing Gravity Sewer Lines (8" & 12" diameters)

Field conditions allowed for the deduction of 867 LF of Plug and Abandon Existing Gravity Sewer Lines (8" & 12" diameters). The estimated bid quantity was 2,600 LF. The unit cost is \$9.00 per LF. DEDUCT 867 LF @ a total of \$7,803.00.

13. Sewer Service Lateral Connections

Field conditions allowed for the deduction of 1 EA of Sewer Service Lateral Connections. The estimated bid quantity was 21 EA. The unit cost is \$450.00 per EA. DEDUCT 1 EA @ a total of \$450.00.

14. Abandon Existing Manhole

Field conditions required the addition of 2 EA of Abandon Existing Manhole. The estimated bid quantity was 10 EA. The unit cost is \$600.00 per EA. ADD 2 EA @ a total of \$1,200.00.

15. Rock Excavation for Gravity Sewer Lines

Field conditions required the addition of 14 CY of Rock Excavation for Gravity Sewer Lines. The estimated bid quantity was 100 CY. The unit cost is \$180.00 per CY. ADD 14 CY @ a total of \$2,520.00.

16. 1-Inch PE Water Service Tubing

Field conditions allowed for the deduction of 88 LF of 1-Inch PE Water Service Tubing. The estimated bid quantity was 1,600 LF. The unit cost is \$25.00 per LF. DEDUCT 88 LF @ a total of \$2,200.00.

17. 4-Inch or smaller Water Line (C900 DR14 PVC)

Field conditions required the addition of 10 LF of 4-Inch or smaller Water Line (C900 DR14 PVC). The estimated bid quantity was 50 LF. The unit cost is \$59.00 per LF. ADD 10 LF @ a total of \$590.00.

18. 6-Inch Water Line (C900 DR14 PVC)

Field conditions allowed for the deduction of 13 LF of 6-Inch or smaller Water Line (C900 DR14 PVC). The estimated bid quantity was 150 LF. The unit cost is \$61.00 per LF. DEDUCT 13 LF @ a total of \$793.00.

19. 8-Inch Water Line (C900 DR14 PVC)

Field conditions required the addition of 141 LF of 8-Inch Water Line (C900 DR14 PVC). The estimated bid quantity was 6,300 LF. The unit cost is \$41.00 per LF. ADD 141 LF @ a total of \$5,781.00.

20. 12-Inch Water Line (C900 DR14 PVC)

Field conditions required the addition of 1 LF of 12-Inch Water Line (C900 DR14 PVC). The estimated bid quantity was 400 LF. The unit cost is \$75.00 per LF. ADD 1 LF @ a total of \$75.00.

21. 16-Inch Water Line (DIP Class 50)

Field conditions allowed for the deduction of 3 LF of 16-Inch Water Line (DIP Class 50). The estimated bid quantity was 250 LF. The unit cost is \$125.00 per LF. DEDUCT 3 LF @ a total of \$375.00.

22. Ductile Iron Fittings for Water Service

Field conditions allowed for the deduction of 83 LB of Ductile Iron Fittings for Water Service. The estimated bid quantity was 10,000 LB. The unit cost is \$11.00 per LB. DEDUCT 83 LB @ a total of \$913.00.

23. Tapping Saddle and Valve (4" or smaller)

Field conditions allowed for the deduction of 5 EA of Tapping Saddle and Valve (4" or smaller). The estimated bid quantity was 7 EA. The unit cost is \$2,050.00 per EA. DEDUCT 5 EA @ a total of \$10,250.00.

24. Tapping Sleeve and Valve (6"X6")

Field conditions required the addition of 1 EA of Tapping Saddle and Valve (6"X6"). The estimated bid quantity was 9 EA. The unit cost is \$2,200.00 per EA. ADD 1 EA @ a total of \$2,200.00.

25. Tapping Sleeve and Valve (8"X8")

Field conditions required the addition of 1 EA of Tapping Saddle and Valve (8"X8"). The estimated bid quantity was 2 EA. The unit cost is \$2,900.00 per EA. ADD 1 EA @ a total of \$2,900.00.

26. Tapping Sleeve and Valve (12"X12")

No Change

27. Tapping Sleeve and Valve (16"X16")

No Change

28. Tapping Sleeve and Valve (24"X8")

No Change

29. 6-Inch Gate Valve

No Change

30. 8-Inch Gate Valve

No Change

31. 12-Inch Gate Valve

No Change

32. 16-Inch Butterfly Valve

No Change

33. Fire Hydrant Assembly including Auxiliary Valve

Field conditions required the addition of 1 EA of Fire Hydrant Assembly including Auxiliary Valve. The estimated bid quantity was 12 EA. The unit cost is \$5,300.00 per EA. ADD 1 EA @ a total of \$5,300.00.

34. Salvage Existing Fire Hydrant Assembly

Field conditions required the addition of 2 EA of Salvage Existing Fire Hydrant Assembly. The estimated bid quantity was 9 EA. The unit cost is \$900.00 per EA. ADD 2 EA @ a total of \$1,800.00.

35. Cut, Cap & Abandon Existing Water Line

Field conditions required the addition of 4 EA of Cut, Cap & Abandon Existing Water Line. The estimated bid quantity was 15 EA. The unit cost is \$1,400.00 per EA. ADD 4 EA @ a total of \$5,600.00.

36. Water Meter Setting (2-Inch and Smaller)

Field conditions allowed for the deduction of 3 EA of Water Meter Setting (2-Inch and Smaller). The estimated bid quantity was 24 EA. The unit cost is \$900.00 per EA. DEDUCT 3 EA @ a total of \$2,700.00.

37. Full Depth Class 7 Backfill

Field conditions allowed for the deduction of 780 LF of Full Depth Class 7 Backfill. The estimated bid quantity was 7,400 LF. The unit cost is \$70.00 per LF. DEDUCT 780 LF @ a total of \$54,600.00.

38. 2-Inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections

Field conditions allowed for the deduction of 220 LF of 2-Inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections. The estimated bid quantity was 1,100 LF. The unit cost is \$54.00 per LF. DEDUCT 220 LF @ a total of \$11,880.00.

39. 8-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections

Field conditions allowed for the deduction of 474 LF of 8-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections. The estimated bid quantity was 1,150 LF. The unit cost is \$37.00 per LF. DEDUCT 474 LF @ a total of \$17,538.00.

40. 16-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement

Field conditions required the addition of 72 LF of 16-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement. The estimated bid quantity was 1,660 LF. The unit cost is \$62.00 per LF. ADD 72 LF @ a total of \$4,464.00.

41. 20-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement

Field conditions allowed for the deduction of 10 LF of 20-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement. The estimated bid quantity was 110 LF. The unit cost is \$89.00 per LF. DEDUCT 10 LF @ a total of \$890.00.

42. 24-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement

Field conditions allowed for the deduction of 8 LF of 24-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement. The estimated bid quantity was 130 LF. The unit cost is \$105.00 per LF. DEDUCT 8 LF @ a total of \$840.00.

43. Hydroseed and Mulch

Field conditions allowed for the deduction of 2.20 AC of Hydroseed and Mulch. The estimated bid quantity was 5.2 AC. The unit cost is \$5,000.00 per AC. DEDUCT 2.20 AC @ a total of \$11,000.00.

44. Concrete Curb and Gutter

Field conditions required the addition of 170.75 LF of Concrete Curb and Gutter. The estimated bid quantity was 550 LF. The unit cost is \$18.00 per LF. ADD 170.75 LF @ a total of \$3,073.50.

45. Concrete Sidewalk

Field conditions required the addition of 346 SY of Concrete Sidewalk. The estimated bid quantity was 275 SY. The unit cost is \$42.00 per SY. ADD 346 SY @ a total of \$14,532.00.

46. Concrete Pavement Repair

Field conditions required the addition of 241 SY of Concrete Pavement Repair. The estimated bid quantity was 50 SY. The unit cost is \$120.00 per SY. ADD 241 SY @ a total of \$28,920.00.

47. Asphalt Pavement Repair

Field conditions required the addition of 1,414 SY of Asphalt Pavement Repair. The estimated bid quantity was 2,600 SY. The unit cost is \$95.00 per SY. ADD 1,414 SY @ a total of \$134,330.00.

48. Stormwater Pollution Prevention Erosion Controls

No Change

BID ITEMS ADDED PER PREVIOUS CHANGE ORDERS

49. Change Order No. 2 – Direct Bury (Open Cut) Pipe Encasement for Water Service Lines

Field Conditions required the addition of 88 LF Direct Bury (Open Cut) Pipe Encasement for Water Service Lines. The unit cost is \$54.00 per LF. ADD 88 LF @ a total of \$4,752.00.

50. Change Order No. 1 – Thrust Anchors w/ All-Thread and Fitting Straps

Field Conditions required the addition of 3 CY Thrust Anchors w/ All-Thread and Fitting Straps. The unit cost is \$1,275.00 per CY. ADD 3 CY @ a total of \$3,825.00.

51. Change Order No. 4 – Gas Line Relocation

Field Conditions required the addition of 1 LS Gas Line Relocation. The unit cost is \$8,080.00 per LS. ADD 1 LS @ a total of \$8,080.00.

52. Change Order No. 4 – Concrete and Core for Work Directive No. 4

Field Conditions required the addition of 1 LS Concrete and Core for Work Directive No. 4. The unit cost is \$1,150.00 per LS. ADD 1 LS @ a total of \$1,150.00.

BID ITEMS ADDED PER THIS CHANGE ORDER

53. Fire Line Connection at 608 Building

Field Conditions required the addition of 1 LS Fire Line Connection at 608 Building. The unit cost is \$941.46 per LS. ADD 1 LS @ a total of \$941.46.

54. Manhole Frame Risers

Field Conditions required the addition of 1 LS Manhole Frame Risers. The unit cost is \$1,007.93 per LS. ADD 1 LS @ a total of \$1,007.93.

SUMMARY

Original Contract Price	\$2,639,232.75
Increase from Previous Change Orders	\$82,667.97
Increase from Reconciliation Change Order	\$3,488.22
Total Increase from Original Contract Price	\$86,156.19
Reconciled Contract Price	\$2,725,388.94



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 11, 2018

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Staff recommends that City Council approve a reconciliation change order to finalize the Contract Section II agreement with ARCO Excavation and Paving, Inc., on the 8th Street Water and Sewer relocation project. Original Contract amount was \$3,834,483.00. This final Change Order will add 191 Contract days due to delays out of the Contractors control. The project has an underrun of \$180,728.86 and the revised contract total is now \$3,653,754.14.

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



Memorandum



To: City Council, Mayor McCaslin

From: Dennis Birge, Transportation Engineer *DB*

Date: Tuesday, September 04, 2018

Re: Reconciliation Change Order – Contract Section II – 8th Street Water & Sewer

Staff recommends that City Council approve a reconciliation change order to finalize the Contract Section II agreement with ARCO Excavation and Paving, Inc., on the 8th Street Water and Sewer relocation project. This final Change Order will add 191 contract days due to delays out of the Contractors control. The project will have an underrun of \$180,728.86 to the contract.

Original Contract Amount	-	\$3,834,483.00
Approved Change Order #1	-	\$0.00
Requested Change Order #2 and Final	-	(\$180,728.86)
Total Additions by Change Orders	-	(\$180,728.86)
Revised Contract Amount	-	\$3,653,754.14

Thank you for your consideration of this request.

RECONCILIATION CHANGE ORDER

No. 2 - FINAL

PROJECT 8th Street Water & Sewer Relocations Contract Section 2 (SE D Street to Moberly Lane)

DATE OF ISSUANCE August 29, 2018

EFFECTIVE DATE September 5, 2018

OWNER City of Bentonville

OWNER's Contract No. USI Project No. 1009022 Contract Section 2

CONTRACTOR ARCO Excavation and Paving Inc. ENGINEER USI Consulting Engineers, Inc. & Burns & McDonnell

You are directed to make the following changes in the Contract Documents.

Description: Reconciliation Change Order

Reason for Change Order: Reconciliation of quantities and contract time

Attachments: Attachment A – shows bid item amounts to be deducted or added to Contract; & Attachment B – explaining reasons for changes to Original Contract Documents

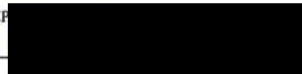
CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price	Original Contract Times	<u>Phase 1</u>	<u>All Work</u>
\$ 3,834,483.00	Substantial Completion:	<u>Aug. 29, 2017</u>	<u>Jan. 26, 2018</u>
	Ready for final Payment:	<u>Sept. 28, 2017</u>	<u>Feb. 26, 2018</u>
		days or dates	
Net changes from previous Change Orders No. <u>1</u> to No. <u>2</u>	Net changes from previous Change Orders No. <u>1</u> to No. <u>2</u>		
\$ 0.00	<u>11 Contract Days (Phase 1)</u>		
Contract Price prior to this Change Order	Contract Times prior to this Change Order	<u>Phase 1</u>	<u>All Work</u>
\$ 3,834,483.00	Substantial Completion:	<u>Sept. 9, 2017</u>	<u>Jan. 26, 2018</u>
	Ready for final Payment:	<u>Oct. 9, 2017</u>	<u>Feb. 26, 2018</u>
		days or dates	
Net Decrease of this Change Order	Net Increase for Phase 2 of this Change Order		
Base Bid (-) \$202,915.20	<u>191 Contract Days</u>		
\$ 180,728.86 Alternate Bid (+) \$22,186.34			
Contract Price with all approved Change Orders	Contract Times for Phase 2 with all approved Change Orders		
Base Bid \$1,635,074.80	Substantial Completion:	<u>July 6, 2018</u>	
\$ 3,653,754.14 Alternate Bid \$2,018,679.34	Ready for final Payment:	<u>September 5, 2018</u>	
		days or dates	

By: 
Engineer (Authorized Signature)

APPROVED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: 
Owner (Authorized Signature)

Date: 9/4/18

Date: _____

Date: 9-4-18

EJCDC No: 1910-8-B (1990 Edition)

Project Number 1009022

RECONCILIATION CHANGE ORDER NO. 2 - ATTACHMENT A
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS
(S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)
BENTONVILLE, ARKANSAS

Original Agreement Amount:	\$3,834,483.00	Contractor: ARCO Inc.	Owner: City of Bentonville
Total Amount Reconciled to Original from Below:	(\$180,728.86)	10287 E Hwy 72	117 W. Central
Final Agreement Amount:	\$3,653,754.14	Bentonville, AR 72712	Bentonville, AR 72712

Item No.	Unit Price	Bid Quantity	Completed Quantity	Total Quantity Add or Deduct	Total Price Add or Deduct
BASE BID					
1. 1 LS General Conditions & Mobilization (Not to Exceed 5% of Total Amount of Base Bid Excluding General Conditions & Mobilization)	\$80,000.00	100.00%	100.00%	0.00%	\$ -
2. 1 LS Trenching and Excavation Safety Systems	\$110,000.00	100.00%	100.00%	0.00%	\$ -
3. 1 LS Maintenance of Traffic	\$125,000.00	100.00%	100.00%	0.00%	\$ -
4. 750 LF 4-Inch PVC Pipe for Sewer Service	\$30.00	750.00	598.00	-152.00	\$ (4,560.00)
5. 2,050 LF 8-Inch Gravity Sewer (PVC SDR-26)	\$35.00	2,050.00	2,119.00	69.00	\$ 2,415.00
6. 800 LF 12-Inch Gravity Sewer (PVC SDR-26)	\$50.00	800.00	781.00	-19.00	\$ (950.00)
7. 2,100 LF 6-R. to 10-R. Extra Depth Sewer Trench	\$30.00	2,100.00	1,883.00	-417.00	\$ (12,510.00)
8. 450 LF 10-R. to 14-R. Extra Depth Sewer Trench	\$45.00	450.00	387.00	-63.00	\$ (2,835.00)
9. 18 EA 4-R. Dia. Cast-in-Place Manhole	\$2,200.00	18.00	20.00	2.00	\$ 4,400.00
10. 45 VF 4-R. Dia. Manhole Barrel Extension	\$150.00	45.00	46.21	1.21	\$ 181.50
11. 3,000 LF Plug, Abandon & Fill Existing Gravity Sewer Lines (8" & 12" diameters)	\$5.00	3,000.00	2,713.00	-287.00	\$ (1,435.00)
12. 12 EA Sewer Service Lateral Connections	\$500.00	12.00	6.00	-6.00	\$ (3,000.00)
13. 13 EA Abandon Existing Manhole	\$1,000.00	13.00	14.00	1.00	\$ 1,000.00
14. 400 CY "Rock Excavation for Gravity Sewer Lines	\$53.00	400.00	181.00	-219.00	\$ (11,607.00)
15. 700 LF 1-Inch PE Water Service Tubing	\$20.00	700.00	667.00	-33.00	\$ (660.00)
16. 100 LF 4-Inch or smaller Water Line (C900 DR14 PVC)	\$30.00	100.00	20.00	-80.00	\$ (2,400.00)
17. 100 LF 6-Inch Water Line (C900 DR14 PVC)	\$50.00	100.00	43.00	-57.00	\$ (2,850.00)
18. 5,500 LF 8-Inch Water Line (C900 DR14 PVC)	\$50.00	5,500.00	5,456.00	-44.00	\$ (2,200.00)
19. 120 LF 12-Inch Water Line (C900 DR14 PVC)	\$75.00	120.00	112.00	-8.00	\$ (600.00)
20. 8,000 LB Ductile Iron Fittings for Water Service	\$6.00	8,000.00	5,262.00	-2,738.00	\$ (16,428.00)
21. 4 EA Tapping Saddle and Valve (4" or smaller)	\$2,800.00	4.00	2.00	-2.00	\$ (5,600.00)
22. 5 EA Tapping Sleeve and Valve (6"X8")	\$2,800.00	5.00	5.00	0.00	\$ -
23. 1 EA Tapping Sleeve and Valve (8"X8")	\$3,000.00	1.00	1.00	0.00	\$ -
24. 12 EA Tapping Sleeve and Valve (8"X8")	\$3,000.00	12.00	12.00	0.00	\$ -
25. 1 EA Tapping Sleeve and Valve (12"X8")	\$4,500.00	1.00	1.00	0.00	\$ -
26. 2 EA Tapping Sleeve and Valve (12"X12")	\$6,500.00	2.00	2.00	0.00	\$ -
27. 1 EA 8-Inch Gate Valve	\$1,500.00	1.00	0.00	-1.00	\$ (1,500.00)
28. 35 EA 8-Inch Gate Valve	\$1,500.00	35.00	35.00	0.00	\$ -
29. 2 EA 12-Inch Gate Valve	\$3,500.00	2.00	2.00	0.00	\$ -
30. 12 EA Fire Hydrant Assembly including Auxiliary Valve	\$4,500.00	12.00	13.00	1.00	\$ 4,500.00
31. 7 EA Salvage Existing Fire Hydrant Assembly	\$500.00	7.00	10.00	3.00	\$ 1,500.00
32. 21 EA Cut, Cap & Abandon Existing Waterline	\$2,000.00	21.00	21.00	0.00	\$ -
33. 15 EA Water Meter Setting (2-Inch and Smaller)	\$2,500.00	15.00	15.00	0.00	\$ -
34. 2,800 LF Full Depth Aggregate Base Course, Class 7	\$30.00	2,800.00	2,954.00	154.00	\$ 4,620.00
35. 450 LF "2-Inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections	\$60.00	450.00	495.00	45.00	\$ 2,700.00
36. 600 LF "8-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections	\$75.00	600.00	98.00	-502.00	\$ (37,650.00)
37. 870 LF "16-Inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$95.00	870.00	1,075.00	205.00	\$ 19,475.00
38. 231 LF "20-Inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$105.00	231.00	231.00	0.00	\$ -
39. 3 AC "Hydroseed and Mulch	\$2,500.00	3.00	3.00	0.00	\$ -
40. 1,220 LF "Concrete Curb and Gutter	\$18.00	1,220.00	637.00	-583.00	\$ (10,494.00)

Continued on Page 2

USI Project No. 1009022.00
Attachment A

41. 15 SY *Concrete Sidewalk	\$55.00	15.00	45.00	30.00	\$	1,650.00
42. 350 SY *Concrete Pavement Repair	\$63.00	350.00	582.00	232.00	\$	14,616.00
43. 1,000 SY *Asphalt Pavement Repair	\$60.00	1,000.00	1,017.00	17.00	\$	1,020.00
44. 1 LB Stormwater Pollution Prevention Erosion Controls	\$45,000.00	100.00%	100.00%	0.00%	\$	-
45. 1 LB Contingency Allowance \$151,261.51 (Original Base Bid amount \$150,000.00)	\$150,000.00	100.00%	16.68%	-83.32%	\$	(124,975.21)
	<u>Individual Totals</u>					
45a 1 LS Bypass Pumping for MH 48-1	\$3,000.00	\$3,000.00	100.00%	100.00%	0.00%	\$ -
45d 76 LF 6-ft Chain Link Fencing	\$1,686.30	\$22.19	76.00	76.00	0.00	\$ -
45e 16 EA Replacement of Concrete Valve Collars	\$1,600.00	\$100.00	16.00	16.00	0.00	\$ -
1 LB Transfer of Contingency to Alternate Bid	\$16,738.49	\$16,738.49	100.00%	0.00%	-100.00%	\$ (16,738.49)
Total Amount Reconciled to Original (Base Bid)						\$ (202,916.20)
ALTERNATE BID - PEDESTRIAN TUNNEL (INTERSECTION OF 8TH STREET & J STREET)						
45. 1 LB Contingency Allowance \$16,738.49 (This amount was transferred from the Original Base Bid amount)	\$16,738.49	0.00%	100.00%	100.00%	\$	\$16,738.49
	<u>Individual Totals</u>					
45b 1 LS Utility Pole Relocation	\$13,159.29	\$13,159.29	100.00%	100.00%	0.00%	\$ -
45c 160 LF 3-Inch Non-Metallic PVC Conduit	\$5,579.20	\$34.87	160.00	160.00	0.00	\$ -
46. 1 LB General Conditions & Mobilization (Not to Exceed 5% of Total Amount for Alternate Bid Excluding General Conditions & Mobilization)	\$75,000.00	100.00%	100.00%	0.00%	\$	-
47. 1 LB Trenching and Excavation Safety Systems	\$77,000.00	100.00%	100.00%	0.00%	\$	-
48. 1 LB Maintenance of Traffic	\$110,000.00	100.00%	100.00%	0.00%	\$	-
49. 230 LF 12-ft x 9-ft Pre-cast RCB	\$1,320.00	230.00	230.00	0.00	\$	-
50. 1 EA Cast-in-Place Tunnel Junction	\$111,000.00	1.00	1.00	0.00	\$	-
51. 2 EA Cast-in-Place Tunnel Headwalls	\$3,000.00	2.00	2.00	0.00	\$	-
52. 9,182 SFF Cast-in-Place Retaining Walls & Tunnel Approaches	\$65.00	9,182.00	9,180.89	-1.11	\$	(72.15)
53. 307 SY Concrete Trail through Pre-cast RCB	\$70.00	307.00	307.00	0.00	\$	-
54. 1,189 LF Decorative Handrail	\$121.00	1,189.00	1,181.00	-8.00	\$	(968.00)
55. 1,229 LF 4-Inch Perforated Pipe & Drainage Backfill	\$25.50	1,220.00	1,686.00	466.00	\$	11,883.00
56. 1 EA Sump Pump Assembly & Pit	\$6,500.00	1.00	1.00	0.00	\$	-
57. 1 EA Drainage Inlet & Grate	\$4,200.00	1.00	1.00	0.00	\$	-
58. 15 EA Pedestrian Lighting (Interior)	\$770.00	15.00	13.00	-2.00	\$	(1,540.00)
59. 7 EA Pedestrian Lighting (Exterior)	\$1,000.00	7.00	7.00	0.00	\$	-
60. 3 EA Motion Detector	\$1,000.00	3.00	3.00	0.00	\$	-
61. 1 EA Power Supply & Raceway	\$33,000.00	1.00	1.00	0.00	\$	-
62. 124 LF Asphalt Pavement Repair over Tunnel	\$400.00	124.00	95.00	-29.00	\$	(11,600.00)
63. 1 LB Relocation of Traffic Signals	\$65,500.00	100.00%	100.00%	0.00%	\$	-
64. 1 LB Signage & Striping	\$11,000.00	100.00%	100.00%	0.00%	\$	-
65. 1 LB Site Restoration	\$45,000.00	100.00%	100.00%	0.00%	\$	-
66. 300 CY Rock Excavation	\$100.00	300.00	526.00	226.00	\$	22,600.00
67. 121 LF **12-Inch Gravity Sewer (PVC SDR-26)	\$50.00	121.00	121.00	0.00	\$	-
68. 121 LF **6-ft. to 10-ft. Extra Depth Sewer Trench	\$30.00	121.00	0.00	-121.00	\$	(3,630.00)
69. 5 LF **10-ft. to 14-ft. Extra Depth Sewer Trench	\$45.00	5.00	121.00	116.00	\$	5,220.00
70. 1 EA **4-ft. Dia. Cast-in-Place Manhole	\$2,200.00	1.00	1.00	0.00	\$	-
71. 17 VF **4-ft. Dia. Manhole Barrel Extension	\$150.00	17.00	17.00	0.00	\$	-
72. 90 LF **Plug, Abandon & Fill Existing Gravity Sewer Lines (8" & 12" diameters)	\$5.00	90.00	90.00	0.00	\$	-
73. 324 LF **8-Inch Water Line (C900 DR14 PVC)	\$50.00	324.00	375.00	51.00	\$	2,550.00
74. 429 LB **Ductile Iron Fittings for Water Service	\$6.00	429.00	409.00	-20.00	\$	(120.00)
75. 16 LF **16-Inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$95.00	16.00	16.00	0.00	\$	-
76. 30 LF **20-Inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$105.00	30.00	31.00	1.00	\$	105.00
77. 60 LF 18-Inch RC Pipe	\$69.00	60.00	59.00	-1.00	\$	(69.00)
78. 230 LF 24-Inch RC Pipe	\$70.00	230.00	227.00	-3.00	\$	(210.00)
79. 620 LF 30-Inch RC Pipe	\$93.00	620.00	614.00	-6.00	\$	(558.00)
80. 2 EA 4-ft. Drop Inlet	\$3,600.00	2.00	2.00	0.00	\$	-
81. 2 EA 4-ft. Drop Inlet Extension	\$800.00	2.00	2.00	0.00	\$	-
82. 1 EA 12-ft. Drop Inlet Extension	\$1,600.00	1.00	1.00	0.00	\$	-
83. 1 EA 16-ft. Drop Inlet Extension	\$2,400.00	1.00	1.00	0.00	\$	-
84. 2 EA Modified 5-ft. Drop Inlet with Removable Grated Inlet	\$5,500.00	2.00	2.00	0.00	\$	-
85. 2 EA 5-ft. Junction Box with Grated Inlet	\$7,200.00	2.00	2.00	0.00	\$	-
86. 2 EA 5-ft. Drop Inlet	\$4,000.00	2.00	2.00	0.00	\$	-
87. 1 EA 5-ft. Drop Inlet with Grated Inlet and Curb Inlet Flume	\$5,700.00	1.00	1.00	0.00	\$	-
88. 175 LF **Full Depth Aggregate Base Course, Class 7	\$30.00	175.00	358.00	183.00	\$	5,490.00
89. 465 LF **Concrete Curb & Gutter	\$18.00	465.00	185.00	-280.00	\$	(5,040.00)
90. 505 SY Concrete Sidewalk (Demolition, Removal and Replacement)	\$65.00	505.00	500.00	-5.00	\$	(325.00)
91. 1 LB Demolition and Removal of Existing Drop Inlets and Extensions	\$12,000.00	100.00%	100.00%	0.00%	\$	-
92. 150 SY **Concrete Pavement Repair	\$63.00	150.00	54.00	-96.00	\$	(6,048.00)
93. 300 SY **Asphalt Pavement Repair	\$60.00	300.00	63.00	-237.00	\$	(14,220.00)
Total Amount Reconciled to Original (Alternate Bid)						\$22,186.34
Total Amount Reconciled to Original (Total)						\$ (180,728.86)

**ATTACHMENT B
RECONCILIATION CHANGE ORDER NO. 2**

8th Street Water & Sewer Relocations
USI Project No. 1009022.00 Contract Section 2
(SE D Street to Moberly Lane)

DESCRIPTION OF CHANGES TO THE BID ITEMS

BASE BID

1. General Conditions & Mobilization (Not to Exceed 5% of Total Amount of Base Bid Excluding General Conditions & Mobilization)

No Change

2. Trenching and Excavation Safety Systems

No Change

3. Maintenance of Traffic

No Change

4. 4-Inch PVC Pipe for Sewer Service

Field conditions allowed for the deduction of 152 LF of 4-Inch PVC Pipe for Sewer Service. The estimated bid quantity was 750 LF. The unit cost is \$30.00 per LF. DEDUCT 152 LF @ a total of \$4,560.00.

5. 8-Inch Gravity Sewer (PVC SDR-26)

Field conditions required the addition of 69 LF of 8-Inch Gravity Sewer (PVC SDR-26). The estimated bid quantity was 2,050 LF. The unit cost is \$35.00 per LF. ADD 69 LF @ a total of \$2,415.00.

6. 12-Inch Gravity Sewer (PVC SDR-26)

Field conditions allowed for the deduction of 19 LF of 12-Inch Gravity Sewer (PVC SDR-26). The estimated bid quantity was 800 LF. The unit cost is \$50.00 per LF. DEDUCT 19 LF @ a total of \$950.00.

7. 6-ft. to 10-ft. Extra Depth Sewer Trench

Field conditions allowed for the deduction of 417 LF of 6-ft. to 10-ft. Extra Depth Sewer Trench. The estimated bid quantity was 2,100 LF. The unit cost is \$30.00 per LF. DEDUCT 417 LF @ a total of \$12,510.00.

8. 10-ft. to 14-ft. Extra Depth Sewer Trench

Field conditions allowed for the deduction of 63 LF of 10-ft. to 14-ft. Extra Depth Sewer Trench. The estimated bid quantity was 450 LF. The unit cost is \$45.00 per LF. DEDUCT 63 LF @ a total of \$2,835.00.

9. 4-ft. Dia. Cast-in-Place Manhole

Field conditions required the addition of 2 EA of 4-ft. Dia. Cast-in-Place Manhole. The estimated bid quantity was 18 EA. The unit cost is \$2,200.00 per EA. ADD 2 EA @ a total of \$4,400.00.

10. 4-ft. Dia. Manhole Barrel Extension

Field conditions required the addition of 1.21 VF of 4-ft. Dia. Manhole Barrel Extension. The estimated bid quantity was 45 VF. The unit cost is \$150.00 per VF. ADD 1.21 VF @ a total of \$181.50.

11. Plug and Abandon Existing Gravity Sewer Lines (8" & 12" diameters)

Field conditions allowed for the deduction of 287 LF of Plug and Abandon Existing Gravity Sewer Lines (8" & 12" diameters). The estimated bid quantity was 3,000 LF. The unit cost is \$5.00 per LF. DEDUCT 287 LF @ a total of \$1,435.00.

12. Sewer Service Lateral Connections

Field conditions allowed for the deduction of 6 EA of Sewer Service Lateral Connections. The estimated bid quantity was 12 EA. The unit cost is \$500.00 per EA. DEDUCT 6 EA @ a total of \$3,000.00.

13. Abandon Existing Manhole

Field conditions required the addition of 1 EA of Abandon Existing Manhole. The estimated bid quantity was 13 EA. The unit cost is \$1,000.00 per EA. ADD 1 EA @ a total of \$1,000.00.

14. Rock Excavation for Gravity Sewer Lines

Field conditions allowed for the deduction of 219 CY of Rock Excavation for Gravity Sewer Lines. The estimated bid quantity was 400 CY. The unit cost is \$53.00 per CY. DEDUCT 219 CY @ a total of \$11,607.00.

15. 1-Inch PE Water Service Tubing

Field conditions allowed for the deduction of 33 LF of 1-Inch PE Water Service Tubing. The estimated bid quantity was 700 LF. The unit cost is \$20.00 per LF. DEDUCT 33 LF @ a total of \$660.00.

16. 4-Inch or smaller Water Line (C900 DR14 PVC)

Field conditions allowed for the deduction of 80 LF of 4-Inch or smaller Water Line (C900 DR14 PVC). The estimated bid quantity was 100 LF. The unit cost is \$30.00 per LF. DEDUCT 80 LF @ a total of \$2,400.00.

17. 6-Inch Water Line (C900 DR14 PVC)

Field conditions allowed for the deduction of 57 LF of 6-Inch or smaller Water Line (C900 DR14 PVC). The estimated bid quantity was 100 LF. The unit cost is \$50.00 per LF. DEDUCT 57 LF @ a total of \$2,850.00.

18. 8-Inch Water Line (C900 DR14 PVC)

Field conditions allowed for the deduction of 44 LF of 8-Inch Water Line (C900 DR14 PVC). The estimated bid quantity was 5,500 LF. The unit cost is \$50.00 per LF. DEDUCT 44 LF @ a total of \$2,200.00.

19. 12-Inch Water Line (C900 DR14 PVC)

Field conditions allowed for the deduction of 8 LF of 12-Inch Water Line (C900 DR14 PVC). The estimated bid quantity was 120 LF. The unit cost is \$75.00 per LF. DEDUCT 8 LF @ a total of \$600.00.

20. Ductile Iron Fittings for Water Service

Field conditions allowed for the deduction of 2,738 LB of Ductile Iron Fittings for Water Service. The estimated bid quantity was 8,000 LB. The unit cost is \$6.00 per LB. DEDUCT 2,738 LB @ a total of \$16,428.00.

21. Tapping Saddle and Valve (4" or smaller)

Field conditions allowed for the deduction of 2 EA of Tapping Saddle and Valve (4" or smaller). The estimated bid quantity was 4 EA. The unit cost is \$2,800.00 per EA. DEDUCT 2 EA @ a total of \$5,600.00.

22. Tapping Sleeve and Valve (6"X6")

No Change

23. Tapping Sleeve and Valve (8"X6")

No Change

24. Tapping Sleeve and Valve (8"X8")

No Change

25. Tapping Sleeve and Valve (12"X8")

No Change

26. Tapping Sleeve and Valve (12"X12")

No Change

27. 6-Inch Gate Valve

Field conditions allowed for the deduction of 1 EA of 6-Inch Gate Valve. The estimated bid quantity was 1 EA. The unit cost is \$1,500.00 per EA. DEDUCT 1 EA @ a total of \$1,500.00.

28. 8-Inch Gate Valve

No Change

29. 12-Inch Gate Valve

No Change

30. Fire Hydrant Assembly including Auxiliary Valve

Field conditions required the addition of 1 EA of Fire Hydrant Assembly including Auxiliary Valve. The estimated bid quantity was 12 EA. The unit cost is \$4,500.00 per EA. ADD 1 EA @ a total of \$4,500.00.

31. Salvage Existing Fire Hydrant Assembly

Field conditions required the addition of 3 EA of Salvage Existing Fire Hydrant Assembly. The estimated bid quantity was 7 EA. The unit cost is \$500.00 per EA. ADD 3 EA @ a total of \$1,500.00.

32. Cut, Cap & Abandon Existing Water Line

No Change

33. Water Meter Setting (2-Inch and Smaller)

No Change

34. Full Depth Class 7 Backfill

Field conditions required the addition of 154 LF of Full Depth Class 7 Backfill. The estimated bid quantity was 2,800 LF. The unit cost is \$30.00 per LF. ADD 154 LF @ a total of \$4,620.00.

35. 2-Inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections

Field conditions required the addition of 45 LF of 2-Inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections. The estimated bid quantity was 450 LF. The unit cost is \$60.00 per LF. ADD 45 LF @ a total of \$2,700.00.

36. 8-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections

Field conditions allowed for the deduction of 502 LF of 8-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections. The estimated bid quantity was 600 LF. The unit cost is \$75.00 per LF. DEDUCT 502 LF @ a total of \$37,650.00.

37. 16-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement

Field conditions required the addition of 205 LF of 16-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement. The estimated bid quantity was 870 LF. The unit cost is \$95.00 per LF. ADD 205 LF @ a total of \$19,475.00.

38. 20-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement

No Change

39. Hydroseed and Mulch

No Change

40. Concrete Curb and Gutter

Field conditions allowed for the deduction of 583 LF of Concrete Curb and Gutter. The estimated bid quantity was 1,220 LF. The unit cost is \$18.00 per LF. DEDUCT 583 LF @ a total of \$10,494.00.

41. Concrete Sidewalk

Field conditions required the addition of 30 SY of Concrete Sidewalk. The estimated bid quantity was 15 SY. The unit cost is \$55.00 per SY. ADD 30 SY @ a total of \$1,650.00.

42. Concrete Pavement Repair

Field conditions required the addition of 232 SY of Concrete Pavement Repair. The estimated bid quantity was 350 SY. The unit cost is \$63.00 per SY. ADD 232 SY @ a total of \$14,616.00.

43. Asphalt Pavement Repair

Field conditions required the addition of 17 SY of Asphalt Pavement Repair. The estimated bid quantity was 1,000 SY. The unit cost is \$60.00 per SY. ADD 17 SY @ a total of \$1,020.00.

44. Stormwater Pollution Prevention Erosion Controls

No Change

BID ITEMS ADDED IN ACCORDANCE WITH CONTINGENCY ALLOWANCE
FOR BASE BID

45a. Bypass Pumping for MH 4B-1

Field Conditions required the addition of 1 LS Bypass Pumping for MH 4B-1. The unit cost is \$3,000.00 per LS. CREDIT 1 LS @ a total of \$3,000.00.

45d. 6-ft. Chain Link Fencing

Field Conditions required the addition of 76 LF 6-ft. Chain Link Fencing. The unit cost is \$22.19 per LF. CREDIT 76 LF @ a total of \$1,686.30.

45e. Replacement of Concrete Valve Collars

Field Conditions required the addition of 16 EA Replacement of Concrete Valve Collars. The unit cost is \$100.00 per EA. CREDIT 16 EA @ a total of \$1,600.00.

Transfer of Contingency to Alternate Bid

Field Conditions required the addition of 1 LS Transfer of Contingency to Alternate Bid. The unit cost is \$18,738.49 per LS. CREDIT 1 LS @ a total of \$18,738.49.

Total Amount of Contingency Allowance Used for Base Bid is \$25,024.79 or 16.68%

DEDUCT \$143,713.70 or 95.81%

BID ITEMS ADDED IN ACCORDANCE WITH CONTINGENCY ALLOWANCE
FOR ALTERNATE BID

Transfer from Contingency of Base Bid to Alternate Bid

Field Conditions required the addition of 1 LS Transfer of Contingency to Alternate Bid. The unit cost is \$18,738.49 per LS. CREDIT 1 LS @ a total of \$18,738.49.

45b. Utility Pole Relocation

Field Conditions required the addition of 1 LS Utility Pole Relocation. The unit cost is \$13,159.29 per LS. CREDIT 1 LS @ a total of \$13,159.29.

45c. 3-Inch Non-Metallic PVC Conduit

Field Conditions required the addition of 160 LF 3-Inch Non-Metallic PVC Conduit. The unit cost is \$34.87 per LF. CREDIT 160 LF @ a total of \$5,579.20.

Total Amount of Contingency Allowance Used for Alternative Bid is \$18,738.49
ADD \$18,738.49

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

46. General Conditions & Mobilization (Not to Exceed 5% of Total Amount for Alternate Bid Excluding General Conditions & Mobilization)

No Change

47. Trenching and Excavation Safety Systems

No Change

48. Maintenance of Traffic

No Change

49. 12-ft. x 9-ft. Pre-cast RCB

No Change

50. Cast-in-Place Tunnel Junction

No Change

51. Cast-in-Place Tunnel Headwalls

No Change

52. Cast-in-Place Retaining Walls & Tunnel Approaches

Field conditions allowed for the deduction of 1.11 SFF of Cast-in-Place Retaining Walls & Tunnel Approaches. The estimated bid quantity was 9,182 SFF. The unit cost is \$65.00 per SFF. DEDUCT 1.11 SFF @ a total of \$72.15.

53. Concrete Trail through Pre-cast RCB

No Change

54. Decorative Handrail

Field conditions allowed for the deduction of 8 LF of Decorative Handrail. The estimated bid quantity was 1,189 LF. The unit cost is \$121.00 per LF. DEDUCT 8 LF @ a total of \$968.00.

55. 4-Inch Perforated Pipe & Drainage Backfill

Field conditions required the addition of 466 LF of 4-Inch Perforated Pipe & Drainage Backfill. The estimated bid quantity was 1,220 LF. The unit cost is \$25.50 per LF. ADD 466 LF @ a total of \$11,883.00.

56. Sump Pump Assembly & Pit

No Change

57. Drainage Inlet & Grate

No Change

58. Pedestrian Lighting (Interior)

Field conditions allowed for the deduction of 2 EA of Pedestrian Lighting (Interior). The estimated bid quantity was 15 EA. The unit cost is \$770.00 per EA. DEDUCT 2 EA @ a total of \$1,540.00.

59. Pedestrian Lighting (Exterior)

No Change

60. Motion Detector

No Change

61. Power Supply & Raceway

No Change

62. Asphalt Pavement Repair over Tunnel

Field conditions allowed for the deduction of 29 LF of Asphalt Pavement Repair over Tunnel. The estimated bid quantity was 124 LF. The unit cost is \$400.00 per LF. DEDUCT 29 LF @ a total of \$11,600.00.

63. Relocation of Traffic Signals

No Change

64. Signage & Striping

No Change

65. Site Restoration

No Change

66. Rock Excavation

Field conditions required the addition of 226 CY of Rock Excavation. The estimated bid quantity was 300 CY. The unit cost is \$100.00 per CY. ADD 226 CY @ a total of \$22,600.00.

67. 12-inch Gravity Sewer (PVC SDR-26)

No Change

68. 6-ft. to 10-ft. Extra Depth Sewer Trench

Field conditions allowed for the deduction of 121 LF of 6-ft. to 10-ft. Extra Depth Sewer Trench. The estimated bid quantity was 121 LF. The unit cost is \$30.00 per LF. DEDUCT 121 LF @ a total of \$3,630.00

69. 10-ft. to 14-ft. Extra Depth Sewer Trench

Field conditions required the addition of 116 LF of 10-ft. to 14-ft. Extra Depth Sewer Trench. The estimated bid quantity was 5 LF. The unit cost is \$45.00 per LF. ADD 116 LF @ a total of \$5,220.00.

70. 4-ft. Dia. Cast-in-Place Manhole

No Change

71. 4-ft. Dia. Manhole Barrel Extension

No Change

72. Plug and Abandon Existing Gravity Sewer Lines (8" & 12" diameters)

No Change

73. 8-Inch Water Line (C900 DR14 PVC)

Field conditions required the addition of 51 LF of 8-Inch Water Line (C900 DR14 PVC). The estimated bid quantity was 325 LF. The unit cost is \$50.00 per LF. ADD 51 LF @ a total of \$2,550.00.

74. Ductile Iron Fittings for Water Service

Field conditions allowed for the deduction of 20 LB of Ductile Iron Fittings for Water Service. The estimated bid quantity was 429 LB. The unit cost is \$6.00 per LB. DEDUCT 20 LB @ a total of \$120.00.

75. 16-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement

No Change

76. 20-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement

Field conditions required the addition of 1 LF of 20-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement. The estimated bid quantity was 30 LF. The unit cost is \$105.00 per LF. ADD 1 LF @ a total of \$105.00.

77. 18-Inch RC Pipe

Field conditions allowed for the deduction of 1 LF of 18-Inch RC Pipe. The estimated bid quantity was 60 LF. The unit cost is \$69.00 per LF. DEDUCT 1 LF @ a total of \$69.00.

78. 24-Inch RC Pipe

Field conditions allowed for the deduction of 3LF of 24-Inch RC Pipe. The estimated bid quantity was 230 LF. The unit cost is \$70.00 per LF. DEDUCT 3 LF @ a total of \$210.00.

79. 30-Inch RC Pipe

Field conditions allowed for the deduction of 6 LF of 30-Inch RC Pipe. The estimated bid quantity was 620 LF. The unit cost is \$93.00 per LF. DEDUCT 6 LF @ a total of \$558.00.

80. 4-ft. Drop Inlet

No Change

81. 4-ft. Drop Inlet Extension

No Change

82. 12-ft. Drop Inlet Extension

No Change

83. 16-ft. Drop Inlet Extension

No Change

84. Modified 5-ft. Drop Inlet and Curb Inlet Flume

No Change

85. 5-ft. Junction Box with Grated Inlet

No Change

86. 5-ft. Drop Inlet

No Change

87. 5-ft. Drop Inlet with Grated Inlet and Curb Inlet Flume

No Change

88. Full Depth Aggregate Base Course, Class 7

Field conditions required the addition of 183 LF of Full Depth Aggregate Base Course, Class 7. The estimated bid quantity was 175 LF. The unit cost is \$30.00 per LF. ADD 183 LF @ a total of \$5,490.00.

89. Concrete Curb & Gutter

Field conditions allowed for the deduction of 280 LF of Concrete Curb & Gutter. The estimated bid quantity was 465 LF. The unit cost is \$18.00 per LF. DEDUCT 280 LF @ a total of \$5,040.00.

90. Concrete Sidewalk (Demolition, Removal and Replacement)

Field conditions allowed for the deduction of 5 SY of Concrete Sidewalk (Demolition, Removal and Replacement). The estimated bid quantity was 505 SY. The unit cost is \$65.00 per SY. DEDUCT 5 SY @ a total of \$325.00.

91. Demolition and Removal of Existing Drop Inlets and Extensions

No Change

92. Concrete Pavement Repair

Field conditions allowed for the deduction of 96 SY of Concrete Pavement Repair. The estimated bid quantity was 150 SY. The unit cost is \$63.00 per SY. DEDUCT 96 SY @ a total of \$6,048.00.

93. Asphalt Pavement Repair

Field conditions allowed for the deduction of 237 SY of Asphalt Pavement Repair. The estimated bid quantity was 300 SY. The unit cost is \$60.00 per SY. DEDUCT 237 SY @ a total of \$14,220.00.

SUMMARY

Original Contract Price	\$3,834,483.00
Decrease from Original Base Contract Price	\$202,915.20
Increase from Original Alt. Contract Price	\$22,186.34
Net Decrease from Original Contract Price	\$180,728.86
Reconciled Contract Price	\$3,653,754.14



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 11, 2018

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Staff requests City Council approval allowing the Mayor to enter into an agreement with CEI to provide surveying and administration services for the City of Bentonville Monument System. The cost of this agreement is a not to exceed amount of \$115,600.00.

COST TO CITY:

Cost of this Request: \$115,600.00

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



Memorandum



To: Mayor and City Council

From: Bryan Wick, Project Manager

Date: Thursday, September 06, 2018

Re: Bentonville GPS Monument Network Update Project

The Bentonville GPS Monument Network currently consists of approximately 48 monuments all placed within the planning jurisdiction of the City of Bentonville. These monuments provide horizontal and vertical positions, which have been approved by the City of Bentonville for use as ground control for projects within the planning jurisdiction.

According to the City of Bentonville Subdivision Code, Article 1000, developments requiring the submittal of a preliminary or final plat shall commence and end at these monuments.

The Bentonville GPS Monuments were installed in the summer of 2000. Since then there have been updates to the datum's and geoid models. Due to these updates, City of Bentonville staff would like to use the services of CEI to check our system and make any corrections needed. In addition to checking the existing monuments, CEI will also look into adding the GPS base station on the National Geodetic Survey (NGS) network and provide us with approximately five NGS control monuments.

The cost of this project is a not to exceed amount of \$115,600.00, including reimbursables.

Staff is seeking City Council approval allowing the Mayor to enter into an agreement with CEI and is also seeking approval of a budget adjustment to fund this project.

Please feel free to contact me if there are any questions regarding this agreement or the services provided. I can be reached by email at bwick@bentonvillear.com or by phone at (479) 696-0227.



3108 SW Regency Parkway, Suite 2, Bentonville, AR 72712 (479) 273-9472 / CEI Contact: Dustin Riley

- I. **PROJECT DESCRIPTION** CEI shall provide land survey services in conjunction with the Bentonville GPS Monument Network update project located in Bentonville, AR. Project consists of ± 48 Monuments. Existing Monument locations are as shown on attached Exhibit "A".

II. **SCOPE OF BASIC SERVICES**

A. **Recon Existing Monuments**

CEI shall perform site investigation of each existing City Control Monument to determine if the monument is in good condition and the location is still observable.

Fees..... Hourly, per schedule of charges shown herein, not to exceed \$25,000.00 estimated at \$500.00 per monument

B. **City of Bentonville GPS Base station to NGS CORS Network**

CEI shall prepare an NGS Project proposal and work with National Geodetic Survey (NGS) Regional Advisor to add the City of Bentonville Base station to the NGS network of Continuously Operating Reference Stations (CORS).

Fees..... Hourly, per schedule of charges shown herein, not to exceed \$5,100.00

C. **Adding NGS Control to City Control Network**

CEI shall prepare an NGS Project proposal and work with National Geodetic Survey (NGS) Regional Advisor to establish five NGS Control monuments, collect necessary static data and blue book the data to the NGS Control database. Approximate location of proposed monuments shown on attached NGS Exhibit.

Fees..... Hourly, per schedule of charges shown herein, not to exceed \$13,500.00, estimated at \$2,500.00 per monument (± 5 monuments)

D. **Updating Existing City Control Datasheets**

CEI shall collect necessary static data on existing monuments. After the release of Geoid 2019, CEI shall do a network wide adjustment with OPUS Projects to establish current NAD83 Horizontal and NAVD88 Vertical data. CEI shall also prepare new datasheets for publishing based on format provided by City of Bentonville.

Fees..... Hourly, per schedule of charges shown herein, not to exceed \$72,000.00, estimated at \$1,500.00 per monument (± 48 monuments)

Total Fees, Not to Exceed.....\$115,600.00

Total fees include fixed fees, estimated hourly fees and estimated reimbursable expenses.

III. **SERVICES NOT INCLUDED/ADDITIONAL SERVICES**

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the follow services:
 - Geotechnical investigation/report
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)

- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Preparation of a drainage study/report
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Preparation of opinions of probable construction costs (OPCs)
- Bidding assistance and construction contract negotiations
- Construction contract administration, management, and observation services (e.g. reviewing contractor requests for payment, answering RFI's, reviewing shop submittals, etc.)
- Construction staking
- As-built survey/preparation of final record drawings

IV. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (01-01-18)

Officer / Branch Manager	\$ 200.00
Department Manager	\$ 180.00
Program Manager	\$ 160.00
Project Manager	\$ 150.00
Assistant Project Manager	\$ 125.00
Senior Project Engineer	\$ 150.00
Project Engineer	\$ 125.00
Registered Landscape Architect	\$ 125.00
Registered Land Surveyor	\$ 120.00
Survey Project Manager	\$ 120.00
Assistant Survey Project Manager	\$ 95.00
Sr. Survey Party Chief	\$ 90.00
Survey Party Chief	\$ 80.00
Survey Technician	\$ 75.00
Field Specialist	\$ 60.00
Project Designer	\$ 95.00
CAD Designer	\$ 85.00
CAD Technician	\$ 70.00
Construction Observer	\$ 80.00
Office Administrative Manager	\$ 90.00
Program Assistant	\$ 70.00
Administrative Assistant	\$ 65.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than

vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

V. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

Client's Initials _____

Required for contract to be valid

VI. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.
Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

INDEMNIFICATION

The Client will indemnify, hold harmless and defend CEI, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

CEI will indemnify and hold harmless the Client, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by CEI, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

In accordance with generally accepted construction practices, the Client and Client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omission due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

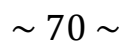
City / State / Zip

Complete Phone Number

Signature - legally authorized to bind Contracting Entity	Print Name	Title	Date
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Signature, CEI Engineering Associates, Inc.	Print Name	Title	Date
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City of Bentonville GIS



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH CEI FOR
SURVEYING AND ADMINISTRATION SERVICES FOR
BENTONVILLE MONUMENT UPDATE PROJECT.**

**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 for surveying and administration services for the Bentonville Monument Update Project in an amount of \$115,600.00 as set forth in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2018.

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:

September 11, 2018

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Staff requests City Council approval of a budget adjustment in the amount of \$115,600.00 for the Bentonville Monument Update Project.

COST TO CITY:

Cost of this Request: \$115,600.00

Additional Budget Amount \$115,600.00

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	115,600.00
Remaining After Adjustment	\$ 115,600.00

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 11, 2018

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

This is a request to declare two (2) no longer in service police department vehicle as surplus property. These vehicles include City of Bentonville Unit # 2010-89, a 2010 Ford Crown Victoria (2FABP7BV0AX127927), and Unit #2010-07, a 2011 Ford Crown Victoria (2FABP7BVXBX168647). Both of these vehicles were previously used as marked patrol cars, and are equipped with lightbars, sirens, consoles, gun racks, hard rear seats, prisoner containment systems, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, these vehicles can be transferred to City of Decatur Police Department with lightbars, siren, and other law enforcement specific equipment intact. Decatur Police would use these vehicles, as equipped, to patrol their city and answer calls for service. Transferring ownership in this manner represents a responsible and safe disposition of police equipped vehicles and also saves the city the costs associated with the removal, storage, and proper disposal of law enforcement only equipment that cannot be transferred to another vehicle. Additionally, this transfer encourages local partnerships, supports law enforcement and public safety in Northwest Arkansas and provides meaningful assistance to a neighboring city. See also attached letter from City of Decatur Police Department, Chief of Police Joe Savage.

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





Decatur Police Department

185 North Main Street / PO Box 247 Decatur, Arkansas 72722

Phone: 479-752-3911 Fax: 479-752-3858

Date: 08-22-18
To: Chief Jon Simpson, Bentonville Police Department
From: Chief Joe Savage
Re: Vehicle request for two Ford Crown Victoria Police Vehicles

I am writing this letter to request two Ford Crown Victoria Police Interceptors that are being retired from your fleet. The vehicles will be decaled and used as Police Vehicles for the City of Decatur Arkansas. If possible we request that you leave all of the police equipment intact.

When the vehicle is taken out of service the Decatur Police Department will assume all responsibility for the destruction and disposal of all police equipment left in the vehicle.

Thank you for the vehicles and your support to the City of Decatur. Your time and consideration in this matter is greatly appreciated.

Joe Savage
Chief of Police
Decatur Arkansas

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE POLICE
DEPARTMENT AS SURPLUS PROPERTY.**

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

Section 1: That certain property of the City of Bentonville Police Department, more particularly described in the attached agenda form, is hereby declared to be surplus and the Police Department is authorized to dispose of or exchange such property as authorized by law and more particularly described therein.

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 _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 11, 2018

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request that City Council approve a resolution authorizing the Mayor and City Clerk to approve Amendment 1R1 to revise and correct the previous Amendment 1, as related to our existing professional services agreement with Nabholz Construction. City Council previously approved the Guaranteed Maximum Price Amendment (Amendment 1) on July 10th, 2018. This Amendment has an error because it did not take into the consideration the value of the original preconstruction services contract (\$16,000). The Guaranteed Maximum Price in Article 1 of the original amendment (\$8,191,226) has not changed, but did not include the aforementioned \$16,000 in order to arrive at the cost associated with the fully executed document and thereby properly reflect the Guaranteed Maximum Price for the Total Project (\$8,207,266). This is a clerical error and there have been no changes to the actual dollar amounts. Amendment 1R1 is attached.

COST TO CITY:

Cost of this Request: \$9,556,480

Additional Budget Amount \$9,556,480

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	9,556,480
Remaining After Adjustment	\$ 9,556,480

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



Amendment No. 1R1 _____

TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
City of Bentonville Emergency Communications Center

Pursuant to Section 5.2 of the Agreement, dated June 29, 2017 between the City of Bentonville (Owner) and Nabholz Construction Services (the Construction Manager), for construction of the new City of Bentonville Emergency Communications Center as defined in the Construction Documents noted within Exhibit A (the Project), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ARTICLE I GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is \$8,191,226.00. This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A as follows:

Exhibit A Drawings, Specifications, Addenda and other Conditions of the Contract on which the Guaranteed Maximum Price is based, Exhibit A consists of a Summary of the Contract Documents Narrative dated June 18, 2018; and GMP Cost Summary.

This Guaranteed Maximum Price includes the work as defined in Amendment No.1. As of the date of this fully executed document the total Guaranteed Maximum Price for the total project is \$8,207,266.00 _____

The information contained herein is considered confidential and proprietary and is being provided by Nabholz Construction specifically for the project noted and the exclusive use of the individual or firm that requested it. Any duplication, re-transmission or modification of any of the information is strictly prohibited without the written authorization of Nabholz Construction Services.

ARTICLE II CONTRACT TIME

The date of Substantial Completion established by this Amendment is: June 14, 2019, based on receipt of Notice to Proceed and Building Permit on or before July 16, 2018.

OWNER

CONSTRUCTION MANAGER

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Date

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AMENDMENT 1R1 TO REVISE AND CORRECT THE PREVIOUS GUARANTEED MAXIMUM PRICE AMENDMENT TO THE EXISTING AGREEMENT WITH NABHOLZ CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE POLICE/FIRE/EMS COMMUNICATIONS CENTER.

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 Amendment 1R1 to revise and correct the previous Guaranteed Maximum Price Amendment to the existing agreement with Nabholz Construction, Inc. for the construction of the Police/Fire/EMS Communications Center for the City of Bentonville, in order to correct a clerical error in said Amendment, as set forth 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 _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-18-047
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

September 11, 2018

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award bid #IFB-18-047 for 750 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of \$89,829.00.

COST TO CITY:

Cost of this Request: \$89,829

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: September 11, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: 750 Underground Wire Bid #IFB-18-047

The City of Bentonville recommends awarding the bid for 750 underground wire in the total amount of \$89,829.00. The low bid for this item follows.

Stuart Irby Company in the amount of \$89,829.00

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

CITY OF BENTONVILLE
FORMAL BID #IFB-18-047

ITEM	QNT	MIN. STOCK QNT.	UNIT	PART NO.	DESCRIPTION	STUART IRBY	TECHLINE	ANIXTER	
1	13,500	FT	EA	280 095 00014	WIRE 750 15KV U/G PRIMARY WITH RIP CORD	\$6,6540	\$7,0560	\$0.0000	
								*did not bid	
GRAND TOTAL:						\$89,829.00	\$95,256.00	\$0.00	\$0.00



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

AGENDA FORM

CITY COUNCIL MEETING OF:

September 11, 2018

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a resolution accepting donation for property for use as a public park.

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



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: September 4, 2018
Re: Council approval of a resolution accepting land for a public park.

Park and Recreation Staff is requesting Council's approval of a resolution accepting land for a public park. The land located at 412 S Main Street is currently known as Train Station Park. For many years, Train Station Park has served the community as a public park and greenspace in Downtown Bentonville. Bentonville Parks and Recreation has maintained the property as part of an agreement with the former landowner, the Bentonville Public Library Foundation. The Library Foundation acquired the land from Downtown Development, Inc.

In recent months, members from the Library Foundation, Downtown Development Inc., and the City of Bentonville have agreed the land is best served with ownership residing with the City of Bentonville. The donation of land to the City ensures the land will remain a public park for perpetuity. It also places the park in the care of the department best served to provide maintenance and long-term improvements to best serve our residents.

The Library Board agreed to deed the land back to Downtown Development Inc. This is why you will see Downtown Development in the attached warranty deeds. This resolution allows the Mayor to accept the donated land into the City's assets.

Our residents will not see a difference in how the land is currently being provided as a public space. Accepting this land donation should not impact the annual budget as Park and Recreation currently provides maintenance for the park.

If you have any questions regarding this item, please let me know. Please call me at 271-6813, or email dwright@bentonvillear.com.

SPECIAL WARRANTY DEED
WITH CONDITIONS, COVENANTS AND RESTRICTIONS

KNOW ALL PERSONS BY THESE PRESENTS THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, DOWNTOWN DEVELOPMENT, INC., formerly known as DOWNTOWN BENTONVILLE, INC., (herein GRANTOR) does hereby grant, sell, bargain and convey unto the _____, its

successors and assigns, on behalf of the public (herein GRANTEE), all of the Grantor's interest in the real property, "The Property," situated in Benton County, Arkansas, described as:

Lots 9 and 12, Block 1, Smartts Addition to the City of Bentonville

TO HAVE AND TO HOLD for the purposes and subject to the conditions, covenants and restrictions set forth herein, which conditions, covenants and restrictions are accepted by the GRANTEE and acknowledged by its execution hereof:

1. PURPOSE. "The Property" shall be used only for a public park or green space.
2. MAINTENANCE. GRANTEE shall maintain or caused to be maintained "The Property" as a public park.
3. COOPERATION. GRANTEE agrees to re-convey and release "The Property" to GRANTOR, on request, if GRANTEE abandons "The Property," as to which its non-use for ninety (90) days or more shall raise a rebuttable presumption of abandonment.
4. SALE OF PROPERTY. GRANTEE agrees to not sell or encumber the property.
5. MISCELLANEOUS. GRANTOR covenants that it will defend the title to "The Property" against any claims suffered by it, but no other. This conveyance and the conditions, covenants and restrictions contained herein shall be construed and enforced under the laws of the State of Arkansas. Those conditions, covenants and restrictions to "The Property" contained herein may be enforced, as applicable, by GRANTEE, its successors and assigns (but not by a member of the public), and by the owners, their successors and assigns, of the properties abutting and adjoining "The Property," as to which properties said conditions, covenants and restrictions shall run with the land in perpetuity.

DONE at Bentonville, Arkansas this ____ day of _____, 2018.

Grantor:

Downtown Development, Inc.

By: _____

Grantee:

By: _____

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

_____, President, Grantee

Grantee's address: _____

No Consideration Exchanged
Deed by ways of gift.

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING CERTAIN PROPERTY
FROM DOWNTOWN DEVELOPMENT INC.**

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to accept
certain property from Downtown Development, Inc. as 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 _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK