



## **BENTONVILLE CITY COUNCIL AGENDA**

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

**Tuesday, January 8, 2019 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: December 11, 2018**

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### **AGENDA**

1. Planning:

1a. **Lot Split: Lot 1, Block K of Orchard Addition, Art Park, LLC, 609 SE D Street, DN-4, Downtown Mixed-Use Residential.**

**(Pages 10-12)**

**The Planning Commission voted 7-0, recommending approval.**

A lot split of Block K of Orchard Addition, creating new Lot 1, Block K. The plat dedicates 20-foot utility easements along the northern, southern, eastern, and western property lines.

1b. **Lot Split: Lots 4 and 5 of Gateway Park Addition, Crossmar Industrial II, LLC, 3000 SW Regional Airport Boulevard, I-1, Light Industrial.**

**(Pages 13-16)**

**The Planning Commission voted 7-0, recommending approval.**

A lot split of Lot 2 of Gateway Park Addition, creating new Lots 4 (+/- 8.95 acres) and 5 (+/- 8.84 acres). The plat dedicates a 40-foot shared access easement along the western property line of Lot 4 and a 20-foot drainage easement along the southern lot line of Lot 4.

1c. **Lot Split: Lots 1 and 2 of Southwest 28<sup>th</sup> Street Church Addition, Shelby Elzey, 2801 SW Featherston Road, C-1, Neighborhood Commercial.**

**(Pages 17-19)**

**The Planning Commission voted 7-0, recommending approval.**

A lot split of previously unplatted land, creating new Lots 1 (+/- 4.16 acres) and 2 (+/- 4.87 acres) of SW 28<sup>th</sup> Street Church Addition. The plat dedicates 45-feet of right-of-way from centerline along SW 28<sup>th</sup> Street, 35-feet along Featherston Road, and 35-feet along Been Road. The plat dedicates a 20-foot general utility easement along SW 28<sup>th</sup> Street and Featherston Road.

- 1d. **Property Line Adjustment: Lot 34, Block 8 of Bland Valley Estates, Sean and Nicole Doke, 1903 Lawrence Street, R-1, Single Family Residential.**  
(Pages 20-22)

**The Planning Commission voted 7-0, recommending approval.**

A property line adjustment of Lots 15 & 16, Block 8 of Bland Valley Estates, creating new Lot 34, Block 8 (+/- .48 acres). The plat dedicates 10-foot utility easements along the front and rear property lines.

- 1e. **Final Plat: Lots 33-37 of McAndrew and Jackson Addition, Hurricane WA, LLC, 610 Bella Vista Road, DN-2, Downtown Medium-Density Residential.**  
(Pages 23-26)

**The Planning Commission voted 7-0, recommending approval.**

A final plat creating Lots 33-37 of McAndrew and Jackson Addition. The plat dedicates additional right-of-way along Bella Vista Road to meet the requirements of the Master Street Plan. A private access easement shall be dedicated per separate documents. All non-bondable items and guarantees must be complete and a final inspection performed and approved prior to this item going to Planning Commission.

- 1f. **Final Plat: Cornerstone Ridge Subdivision Phase 7, Cornerstone, LLC, Rainbow Farm Road, R-1, Single Family Residential.**  
(Pages 27-30)

**The Planning Commission voted 7-0, recommending approval.**

A final plat creating 81 single-family lots of Cornerstone Ridge Subdivision, Phase 7. The plat dedicates all required right-of-way and utility easements. A final inspection and all subsequent punch-list items have been completed.

- 1g. **Rezoning: Haney, Jones, Reynolds, 411 Tiger Boulevard, From R-3, Medium Density Residential to DN-3, Downtown High-Density Residential.**  
(Pages 31-34)

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently depicts this property as High-Density Residential. The High-Density Residential Land Use Category encourages a mix of multi-family housing types, which usually include amenities on site for residents. The DN-3 zoning designation encourages increased neighborhood density and increased local commerce through multi-family housing and a mix of housing types. The property's proximity to the downtown area justifies a downtown zoning district.



- 1h. **General Plan Amendment: Roberts, Valley Street, From Open Space to Medium Density Residential.**

**(Pages 35-38)**

**The Planning Commission voted 7-0, recommending approval.**

According to their narrative, the owner's long-term, conceptual plans are to sell this land for residential development. The former Land Use Plan listed this property as Downtown Medium-Density Residential. The requested Future Land Use Map designation of Medium Density Residential (MDR) is compatible with existing and adjacent land uses.

- 1i. **Rezoning: Bentonville Housing, LLC, 608 SE 3<sup>rd</sup> Street, From DN-3, Downtown High-Density Residential and DN-4, Downtown Mixed-Use Residential to PRD, Planned Residential Development.**

**(Pages 39-53)**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan depicts this property as High Density Residential (HDR). The applicant's proposed density and form is generally compatible with this land use category. In addition, the applicant's proposed building heights would be allowed within their current zoning designations. The PRD zoning classification will afford greater flexibility in design, and a product that, while unique in nature, could serve as an area amenity with its open space and relation to the trail network.

- 1j. **Property Line Adjustment: Lot 18, Block 2 of Lincoln and Rice Addition, James Hall, 701 E Central Avenue, DN-1, Downtown Low-Density Residential.**

**(Pages 54-57)**

**The Planning Commission voted 7-0, recommending approval.**

A property line adjustment of portions of Lots 7 and 8, Block 2 of Lincoln & Rice Addition, creating new Lot 18, Block 2 (+/- .16 acres). Adequate utility easements currently exist, however, the applicant requests a 30-foot wide right-of-way be accepted as opposed to the 35-feet required by ordinance.

2. City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Ozark Regional Transit (ORT), a public transit authority, in the fixed amount of \$125,757.00 to provide transit services within the City of Bentonville from January 1, 2019 to December 31, 2019 and waiving the requirement for competitive bidding. This is a budgeted item. **(Pages 58-62)**

3. Approval of an ordinance requiring, as part of the building inspection process, property owners to provide certification, stamped by an Arkansas licensed surveyor, that the finished floor elevation (FFE) of any new construction or addition is at or above the FFE shown on the recorded plat. Plats indicate the FFE for lots that may be prone to flooding. The property owner is responsible for ensuring that the FFE meets that shown on the plat. **(Pages 63-64)**

- 4a. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Hight Jackson for architectural services for the Administrative Services Building. **(Pages 65-88)**

- 4b. Budget Adjustment of \$252,000 for architectural services for the Administrative Services Building. The budget adjustment is an estimate and is based upon 6.5% of building costs. **(Pages 89-90)**
5. Fire Department Staff recommends Council approve an amendment to CEI's contract for additional work on Station #7 not to exceed \$7,265.65. No budget adjustment is needed for this expense. **(Pages 91-95)**
6. Fire Department Staff recommends Council approve a bid waiver to purchase Power-Cots from Stryker in the amount of \$219,022.56. This is a budgeted item in the 2019 budget. **(Pages 96-100)**
7. Fire Department Staff recommends Council approve EMS agreements with City of Cave Springs, City of Centerton, and City of Highfill. **(Pages 101-109)**
8. City Council approval of: (A) A resolution authorizing the Mayor and City Clerk to enter into an agreement with Burns & McDonnell Engineering Company, Inc., for the additional design required for the 8th street project. (B) A budget adjustment for the increased funds associated with the additional design work. **(Pages 110-126)**
- 9a. Staff recommends City Council approval for the Mayor and City Clerk to enter into a contract with APAC Central, Inc., for the project "Hwy 102/SW "I" St. Intersection Improvements". This project consist of approximately 1,300 linear feet of widening for the addition of one southbound turn/thru lane along SW "I" Street from Melissa Drive to Hwy 102. This contract will also include the relocation of City Of Bentonville water line. The contract amount for this project is \$1,209,148.34, which would be funded 80% by STBGP-A grant and 20% by the bond fund. **(Pages 127-143)**
- 9b. Staff recommends that City Council approve a budget adjustment to accept Surface Transportation Block Grant Program-Attributable (STBGP-A) Funding for the Hwy 102/SW "I" Street intersection improvement project. These STBGP-A funds will be used to reimburse the City 80% of the total roadway construction cost for this project. The roadway construction cost will be \$1,013,923.00. The total contract value will include a waterline relocation and the final cost will be \$1,209,149.00. The 20% non-reimbursable City match (\$202,785.00) and 100% of the waterline relocation (\$195,225.00) will be funded with the bond fund for a total of \$398,010. **(Pages 144-155)**
10. Staff recommends City Council approval of a resolution authorizing the Mayor to enter into a Memorandum of Understanding with NWA Regional Planning Commission, to participate in a 1-Year Regional Stormwater Education and Coordination Program from January 1, 2019 - December 31, 2019 to be carried out by the University of Arkansas Cooperative Extension Service at a cost of \$22,558.31. **(Pages 156-161)**
11. The West Side Taxiway at the Bentonville Municipal Airport is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$33,883.81 more than the original contract amount of \$2,250,610.67. There is also a disincentive fee of \$7,500 due to cover costs for additional construction phase services due to the project not being complete within the contract time. A reconciliation change order in the amount of \$33,883.81 is necessary to close out this project. **(Pages 162-167)**



## **City Council Agenda Items**

**For City Council Meeting of January 8, 2019**

**From the December 18, 2018 Planning Commission Meeting**

**Lot Split: Lot 1, Block K of Orchard Addition, Art Park, LLC, 609 SE D Street, DN-4, Downtown Mixed-Use Residential.**

**The Planning Commission voted 7-0, recommending approval.**

A lot split of Block K of Orchard Addition, creating new Lot 1, Block K. The plat dedicates 20-foot utility easements along the northern, southern, eastern, and western property lines.

**Lot Split: Lots 4 and 5 of Gateway Park Addition, Crossmar Industrial II, LLC, 3000 SW Regional Airport Boulevard, I-1, Light Industrial.**

**The Planning Commission voted 7-0, recommending approval.**

A lot split of Lot 2 of Gateway Park Addition, creating new Lots 4 (+/- 8.95 acres) and 5 (+/- 8.84 acres). The plat dedicates a 40-foot shared access easement along the western property line of Lot 4 and a 20-foot drainage easement along the southern lot line of Lot 4.

**Lot Split: Lots 1 and 2 of Southwest 28<sup>th</sup> Street Church Addition, Shelby Elzey, 2801 SW Featherston Road, C-1, Neighborhood Commercial.**

**The Planning Commission voted 7-0, recommending approval.**

A lot split of previously unplatted land, creating new Lots 1 (+/- 4.16 acres) and 2 (+/- 4.87 acres) of SW 28<sup>th</sup> Street Church Addition. The plat dedicates 45-feet of right-of-way from centerline along SW 28<sup>th</sup> Street, 35-feet along Featherston Road, and 35-feet along Been Road. The plat dedicates a 20-foot general utility easement along SW 28<sup>th</sup> Street and Featherston Road.

**Property Line Adjustment: Lot 34, Block 8 of Bland Valley Estates, Sean and Nicole Doke, 1903 Lawrence Street, R-1, Single Family Residential.**

**The Planning Commission voted 7-0, recommending approval.**

A property line adjustment of Lots 15 & 16, Block 8 of Bland Valley Estates, creating new Lot 34, Block 8 (+/- .48 acres). The plat dedicates 10-foot utility easements along the front and rear property lines.

**Final Plat: Lots 33-37 of McAndrew and Jackson Addition, Hurricane WA, LLC, 610 Bella Vista Road, DN-2, Downtown Medium-Density Residential.**

**The Planning Commission voted 7-0, recommending approval.**

A final plat creating Lots 33-37 of McAndrew and Jackson Addition. The plat dedicates additional right-of-way along Bella Vista Road to meet the requirements of the Master Street Plan. A private access easement shall be dedicated per separate documents. All non-bondable items and guarantees must be complete and a final inspection performed and approved prior to this item going to Planning Commission.

**Final Plat: Cornerstone Ridge Subdivision Phase 7, Cornerstone, LLC, Rainbow Farm Road, R-1, Single Family Residential.**

**The Planning Commission voted 7-0, recommending approval.**

A final plat creating 81 single-family lots of Cornerstone Ridge Subdivision, Phase 7. The plat dedicates all required right-of-way and utility easements. A final inspection and all subsequent punch-list items have been completed.

**Rezoning: Haney, Jones, Reynolds, 411 Tiger Boulevard, From R-3, Medium Density Residential to DN-3, Downtown High-Density Residential.**

**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently depicts this property as High-Density Residential. The High-Density Residential Land Use Category encourages a mix of multi-family housing types, which usually include amenities on site for residents. The DN-3 zoning designation encourages increased neighborhood density and increased local commerce through multi-family housing and a mix of housing types. The property's proximity to the downtown area justifies a downtown zoning district.

**General Plan Amendment: Roberts, Valley Street, From Open Space to Medium Density Residential.**

**The Planning Commission voted 7-0, recommending approval.**

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category. In addition, the applicant's proposed building heights would be allowed within their current zoning designations. The PRD zoning classification will afford greater flexibility in design, and a product that, while unique in nature, could serve as an area amenity with its open space and relation to the trail network.

**Property Line Adjustment: Lot 18, Block 2 of Lincoln and Rice Addition, James Hall, 701 E Central Avenue, DN-1, Downtown Low-Density Residential.**

**The Planning Commission voted 7-0, recommending approval.**

A property line adjustment of portions of Lots 7 and 8, Block 2 of Lincoln & Rice Addition, creating new Lot 18, Block 2 (+/- .16 acres). Adequate utility easements currently exist, however, the applicant requests a 30-foot wide right-of-way be accepted as opposed to the 35-feet required by ordinance.





## Consent Agenda Items

For Planning Commission meeting of December 18, 2018

Reviewer: Tyler Overstreet, Planner

- ❖ At the Technical Review meeting held on December 11, 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: Lot 1, Block K, Orchard Addition, Art Park, LLC, 609 SE D Street, DN-4, Downtown Mixed-Use Residential (LS18-0042)**

A Lot Split of Block K of Orchard Addition, creating new Lot 1, Block K. The plat dedicates 20-foot utility easements along the northern, southern, eastern, and western property lines.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

**Lot Split: Lots 4 & 5, Gateway Park Addition, Crossmar Industrial II, LLC, 3000 SW Regional Airport Boulevard, I-1, Light Industrial (LS18-0043)**

A Lot Split of Lot 2 of Gateway Park Addition, creating new Lots 4 (+/- 8.95 acres) and 5 (+/- 8.84 acres). The plat dedicates a 40-foot shared access easement along the western property line of Lot 4 and a 20-foot drainage easement along the southern lot line of Lot 4.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

**Lot Split: Lots 1 & 2, SW 28<sup>th</sup> Street Church Addition, Shelby Elzey, 2801 SW Featherston Road, C-1, Neighborhood Commercial (PLA18-0042)**

A Lot Split of previously unplatted land, creating new Lots 1 (+/- 4.16 acres) & 2 (+/- 4.87 acres) of SW 28<sup>th</sup> Street Church Addition. The plat dedicates 45-feet of right-of-way from centerline along SW 28<sup>th</sup> Street, 35-feet along Featherston Road, and 35-feet along Been Road. The plat dedicates a 20-foot general utility easement along SW 28<sup>th</sup> Street and Featherston Road.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

**Property Line Adjustment: Lot 34, Block 8, Bland Valley Estates, Sean and Nicole Doke, 1903 Lawrence Street, R-1, Single-Family Residential (PLA18-0038)**

A Property Line Adjustment of Lots 15 & 16, Block 8 of Bland Valley Estates, creating new Lot 34, Block 8 (+/- .48 acres). The plat dedicates 10-foot utility easements along the front and rear property lines.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

**Final Plat: Lots 33-37 McAndrew and Jackson Addition, Hurricane WA, LLC, 610 Bella Vista Road, DN-2, Downtown Medium-Density Residential (FP18-0007)**

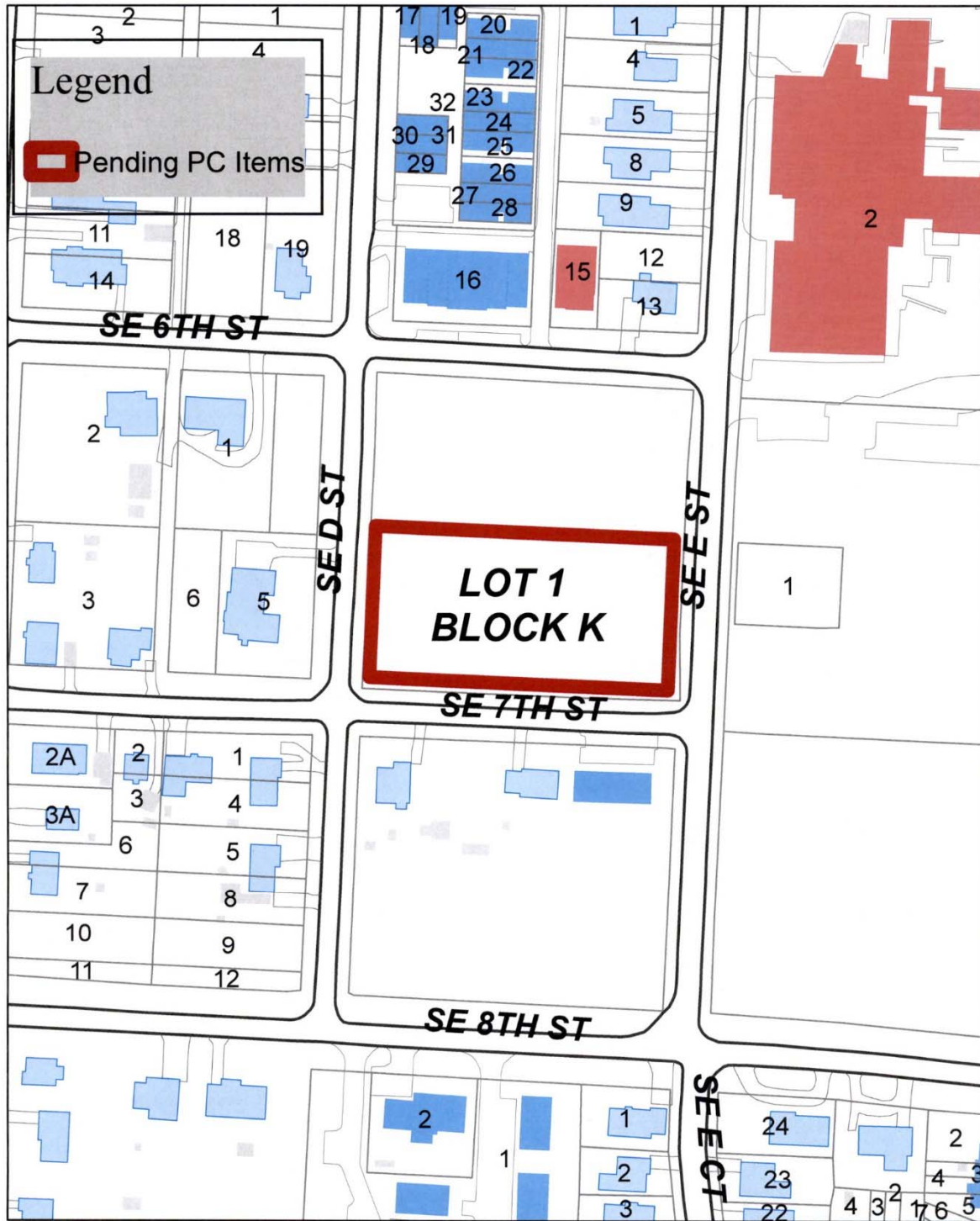
A Final Plat creating Lots 33-37 of McAndrew and Jackson Addition. The plat dedicates additional right-of-way along Bella Vista Road to meet the requirements of the Master Street Plan. A private access easement shall be dedicated per separate documents. All non-bondable items and guarantees must be complete and a final inspection performed and approved prior to this item going to Planning Commission.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

**Final Plat: Cornerstone Ridge Subdivision Phase VII, Cornerstone, LLC, Rainbow Farm Road, R-1, Single-Family Residential (FP18-0009)**

A Final Plat creating 81 single-family lots of Cornerstone Ridge Subdivision, Phase 7. The plat dedicates all required right-of-way and utility easements. A Final Inspection and all subsequent punch-list items have been completed.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgwweb/PZpending/>)







ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1, BLOCK K OF  
ORCHARD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS  
(PROJECT NUMBER: LS18-0042).**

**WHEREAS**, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lot 1, Block K of Orchard Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 18, 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 Lot 1, Block K of Orchard Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

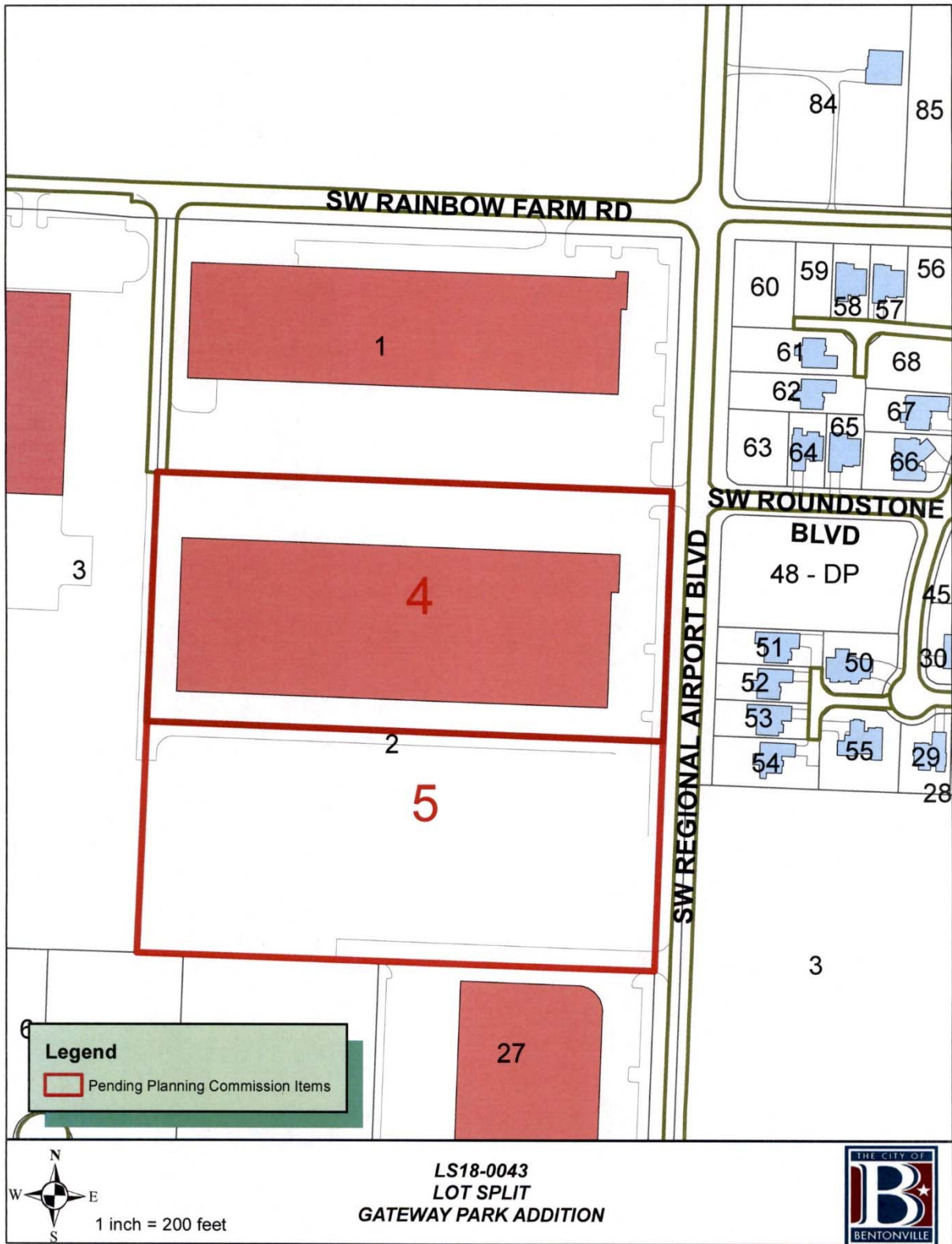
**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**





**ENGINEER / SURVEYOR**  
Morrison Shipley Engineers Inc  
2407 SE Cottonwood Street  
Bentonville, AR 72712  
Phone: 479-273-2209

**OWNER / DEVELOPER**  
CrossMar Investments  
3300 Market 32.m Suite 438  
Rogers, AR 72758  
Contact: Chris Crossland/Phil Mar  
Telephone: (513)-965-6597

**ENGINEER / SURVEYOR**  
Morrison Shipley Engineers Inc  
2407 SE Cottonwood Street  
Bentonville, AR 72712  
Phone: 479-273-2209

**Certificate Of Ownership:**

We The Undersigned, Owners Of The Real Estate Shown And Described Herein, Do Hereby Certify That We Have Laid Off, Platted, And Subdivided And Do Hereby Lay Off, Plat, Subdivide Said Real Estate In Accordance With This Plat And Do Hereby Dedicate To The Use Of The Public The Streets, Alleys, Drives, Easements, Etc As Shown On Said Plat.

Date Of Execution:

Signed: \_\_\_\_\_  
Mayor

**Certificate Of Approval:**

Pursuant to the Bentonville Subdivision Regulations and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of the said rules and regulations.

Signed \_\_\_\_\_  
Bentonville Planning Commission Chairman

Signed \_\_\_\_\_  
Mayor City of Bentonville

Signed \_\_\_\_\_  
City Clerk, City of Bentonville

Certificate Of Surveying Accuracy:

I, Clayton D. Crofts, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Surveyors have been met.

Date of Execution: November 13, 2018

Signed: \_\_\_\_\_  
Registered Land Surveyor  
No. 1834  
State of Arkansas

CITY OF BENTONVILLE #1518-0043

LOT SPILT

**LOT 2, Gateway Park Addition  
CREATING Lots 4 & 5**

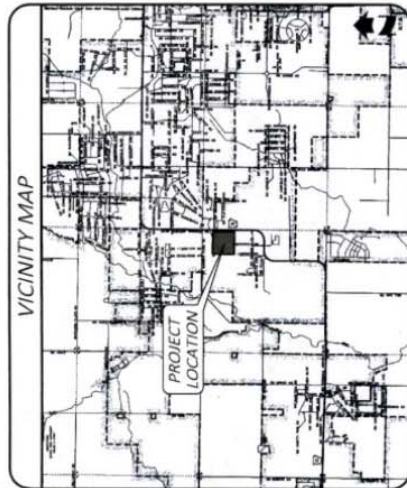
Subject No. CMI-06

ate: 12.03.18



**MORRISON** **SHIPLEY**

1437 NE Commercial Street • Portland, OR 97232 • 503.575.3000 • [www.humboldt.org](http://www.humboldt.org)



General Notes:

- Basin of loadings, Grand North, Arkansas State Plane Coordinate System, North Zone (D001), NAD83, based on State GNSS Observations and Open Solutions.
- Flood information: Based upon review of FEMA FEMA, Benton County Arkansas Incorporated Areas, Map Number 00000/0020154, Effective Date June 5, 2012, and by graphic plotting only, this property is Determined to be in Zone X, or Areas Determined to be Outside The 2% Annual Chance Floodplain. Surveyor assumes no liability for the correctness of Flood Flood Map.
- Every recorded document reviewed and considered as a part of this survey is noted herein. The following documents are noted as being relevant to the elements of this survey circumstances or facts that an accurate and correct survey thereof would require. They may affect other documents of record or facts affecting this parcel.
- Existing utilities shown herein were located by observed surface improvements. Actual locations of utilities shown, or existence of additional subsurface improvements not shown herein should be verified before any excavations. Locations or existence of surface or subsurface improvements may differ from those shown herein.
- Before any work in the Right-Of-Way commences, Contractor and/or owner is to contact the City of Fayetteville, Arkansas, to determine the location of all existing and proposed water and sewer and type of the work that will take place within the Right of Way. Work in right of way may require a separate permit.
- Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
- Setbacks shall be the responsibility of the builder/owner at time of building permit issuance.
- There may not be fences or any other structures built on any drainage easement.

**Lot 4 Legal Description:**

A part of the Northeast Quarter of the Northeast Quarter of Section 15, Township 19 North, Range 31 West of the Fifth Principle Meridian, Benton County, Arkansas, as depicted on the record plat of Lots 2, 3, & 3 Gateway Park Addition Property Line Adjustment filed for record on July 7, 2014 at book 2014 page 334 at the Benton County office of record, being more particularly described as follows:

[illegible]

**Lot 5 Legal Description:**

A part of the Northeast Quarter of the Northeast Quarter of Section 15, Township 19 North, Range 31 West, of the Fifth Principal Meridian, Benton County, Arkansas, as depicted on the record plat of lots 1, 2, 3 & 3 Gateway Park Addition Property Line Adjustment filed for record on July 7, 2014 at book 2014 page 134 at the Benton County office of record, being more particularly described as follows:

[illegible]

of 2 | Legal description from Title Commitment:

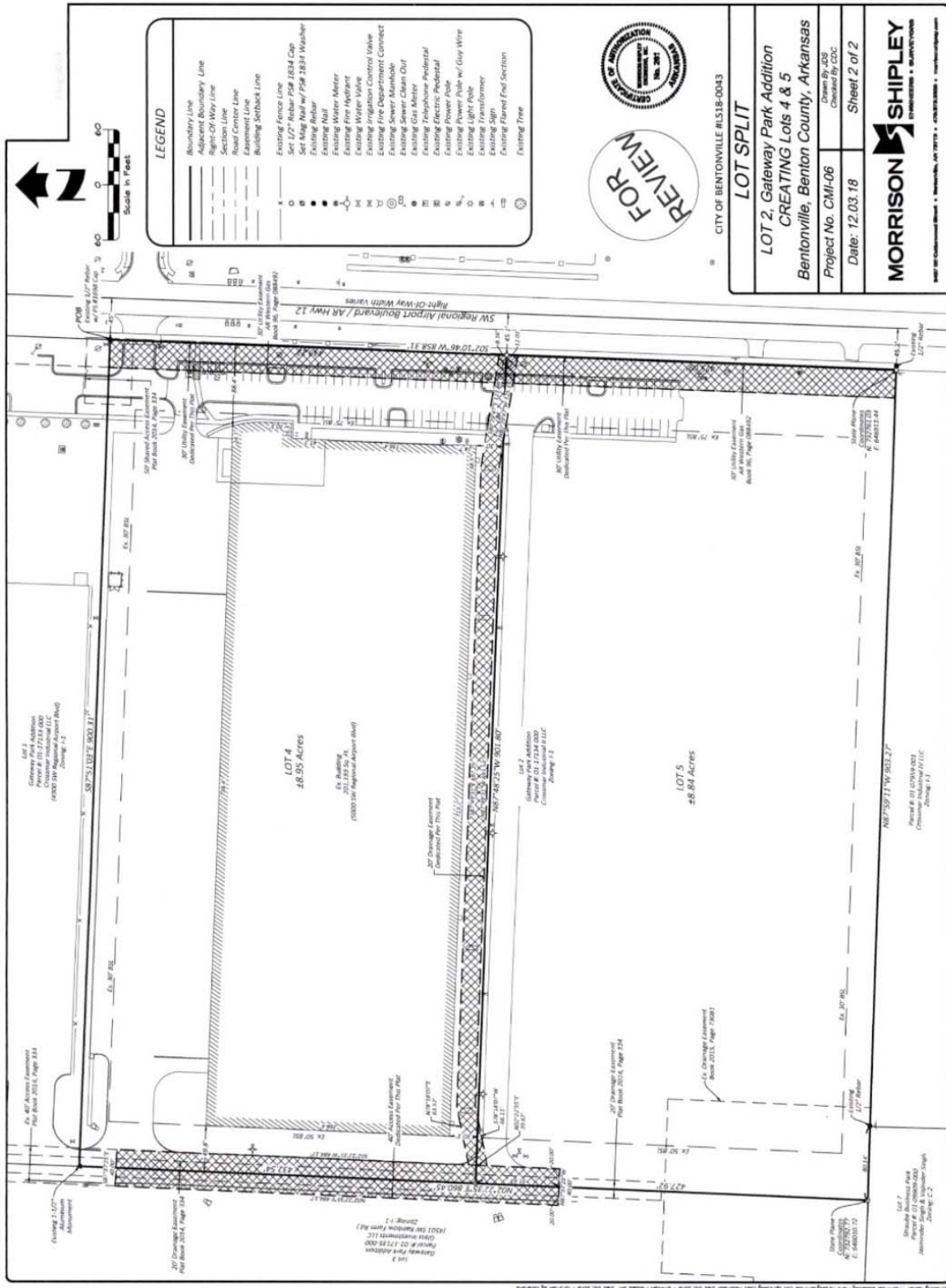
[illegible]

#### Reference Documents:

- SURVEY LIST: 1, 2 & 3 Gateway Park Addition Property Line Adjustment Plat, Derrick L. Thomas AN Survey 1642-1 filed for record July 11, 2014 at Public Book 17 Page 334  
SPEE 1642-1 filed for record July 11, 2014 at Public Book 17 Page 334  
96 Page 08A92  
Assessment In favor of Arkansas Western Gas Company filed for record October 28, 1996 at Book 96 Page 08A92  
Assessment In favor of The City of Bentonville (drainage assessment) filed for record December 28, 2015 at Book 2015 Page 71801  
Warranty Deed Crossmar Industrial III, LLC Book 2016 Page 35183  
Access and Utility Assessment In favor of Crossmar Industrial IV, LLC at L201827315 records of Arkansas Western Gas Company filed for record November 11, 2018 at Public Book 2018 Page 35183  
This assessment is incomplete and lacks a legal description or exhibits to place on the ground.  
AN survey, plat, easements, and deed in title commitment #272007-66111854

| Zoning – Light Industrial (I-1) |     |                       |     |                                          |     |                                      |     |
|---------------------------------|-----|-----------------------|-----|------------------------------------------|-----|--------------------------------------|-----|
| Building Setbacks               |     |                       |     |                                          |     |                                      |     |
| Front Yard                      |     | Side Yard             |     | Rear Yard                                |     |                                      |     |
| With Front Parking              | 25' | Without Front Parking | 30' | Adjacent to Non-Residential Right of Way | 30' | Adjacent to Non-Residential District | 30' |
|                                 |     |                       |     | Adjacent to Residential District         | 30' | Adjacent to Residential District     | 30' |

~ 14 ~





ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 4 AND 5 OF  
GATEWAY PARK ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS  
(PROJECT NUMBER: LS18-0043).**

**WHEREAS**, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 4 and 5 of Gateway Park Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 18, 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 4 and 5 of Gateway Park Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

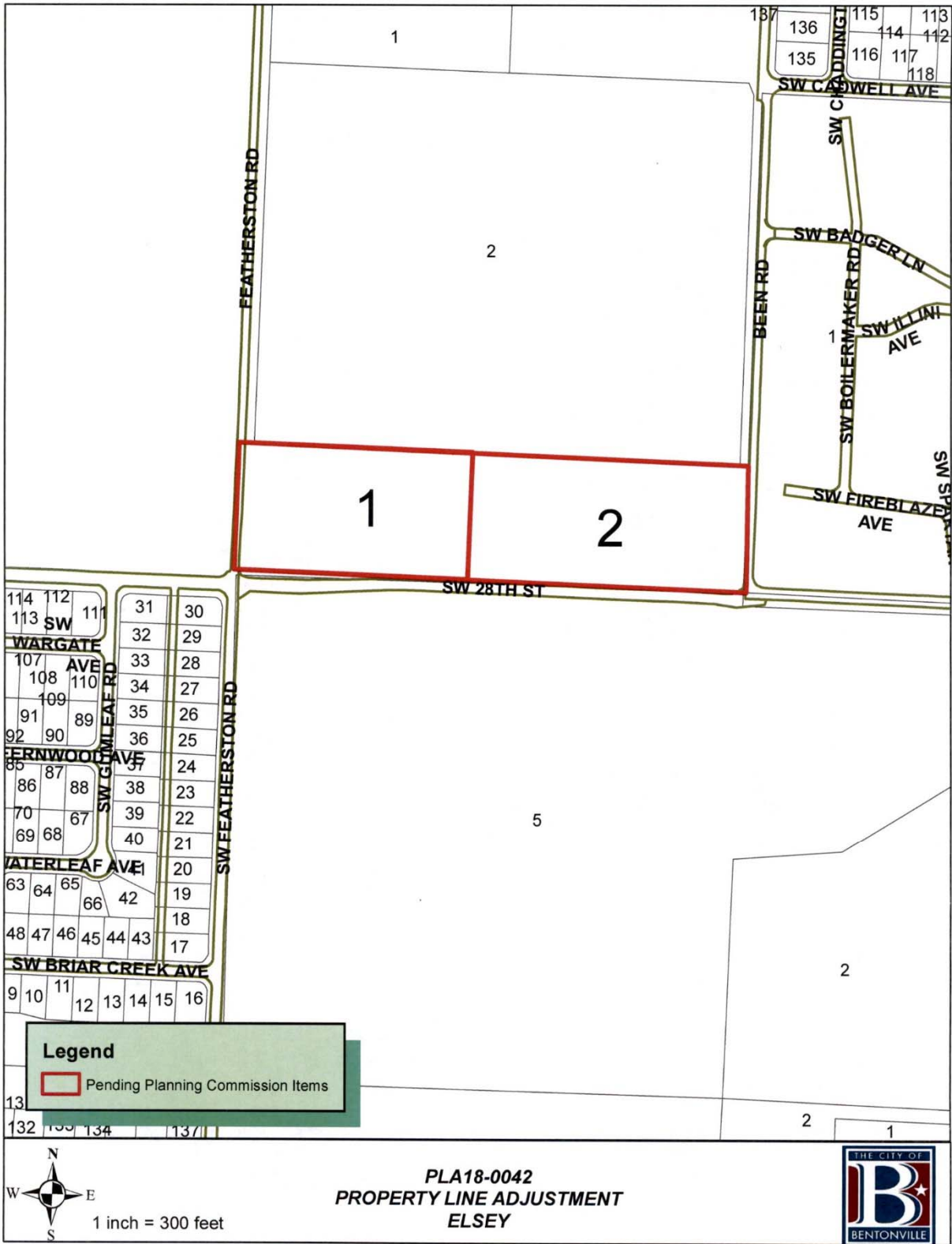
**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

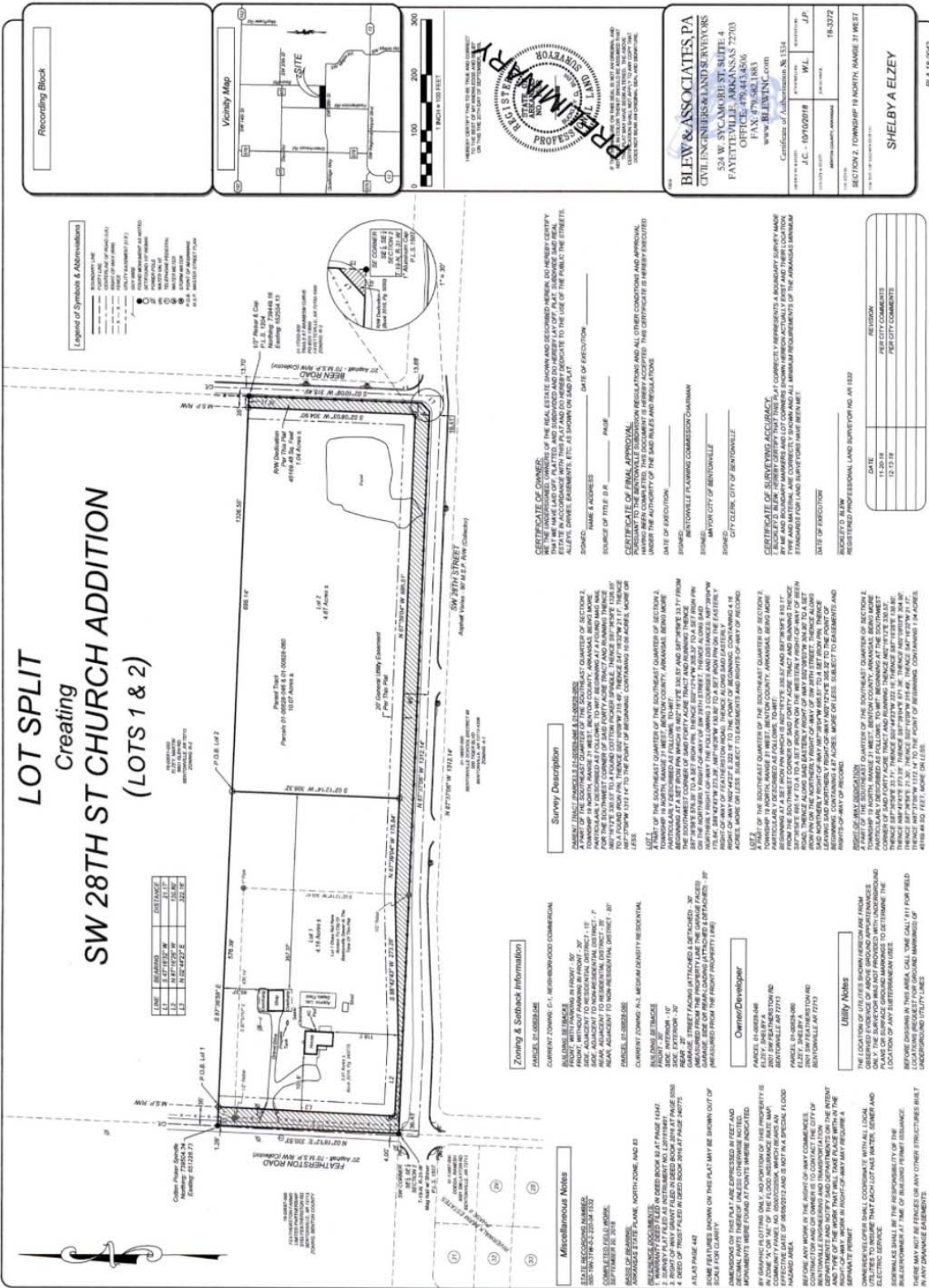
**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**





ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1 AND 2 OF  
SOUTHWEST 28<sup>TH</sup> STREET CHURCH ADDITION TO THE CITY OF  
BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA18-0042).**

**WHEREAS**, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1 and 2 of Southwest 28<sup>th</sup> Street Church Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 18, 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 1 and 2 of Southwest 28<sup>th</sup> Street Church Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**





PLA18-0038  
Lots 15-16 Bland Valley Estates  
1903 Lawrence Street  
Schmitz

1 inch = 103 feet







ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT  
34, BLOCK 8 OF BLAND VALLEY ESTATES TO THE CITY OF  
BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA18-0038).**

**WHEREAS**, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 34, Block 8 of Bland Valley Estates of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 18, 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 34, Block 8 of Bland Valley Estates 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.

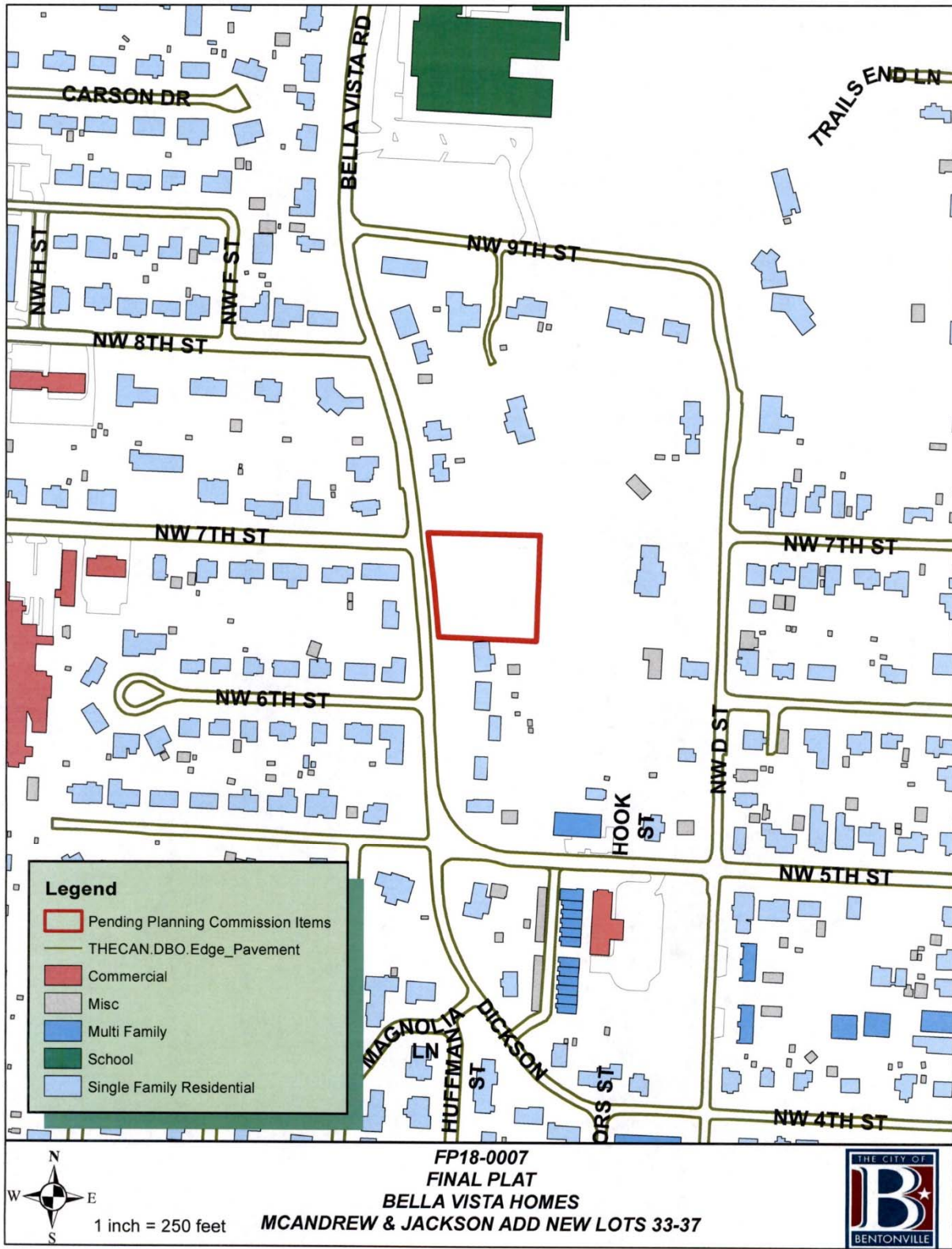
**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**











ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOTS 33-37 OF  
MCANDREW AND JACKSON ADDITION TO THE CITY OF  
BENTONVILLE, ARKANSAS (PROJECT NUMBER: FP18-0007).**

**WHEREAS**, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Lots 33-37 of McAndrew and Jackson Addition, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 18, 2018; and,

**WHEREAS**, said final plat is attached hereto as Exhibit "A"; and,

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

**WHEREAS**, the final plat 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 final plat should be approved.

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

**Section 1:** That the final plat of Lots 33-37 of McAndrew and Jackson Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

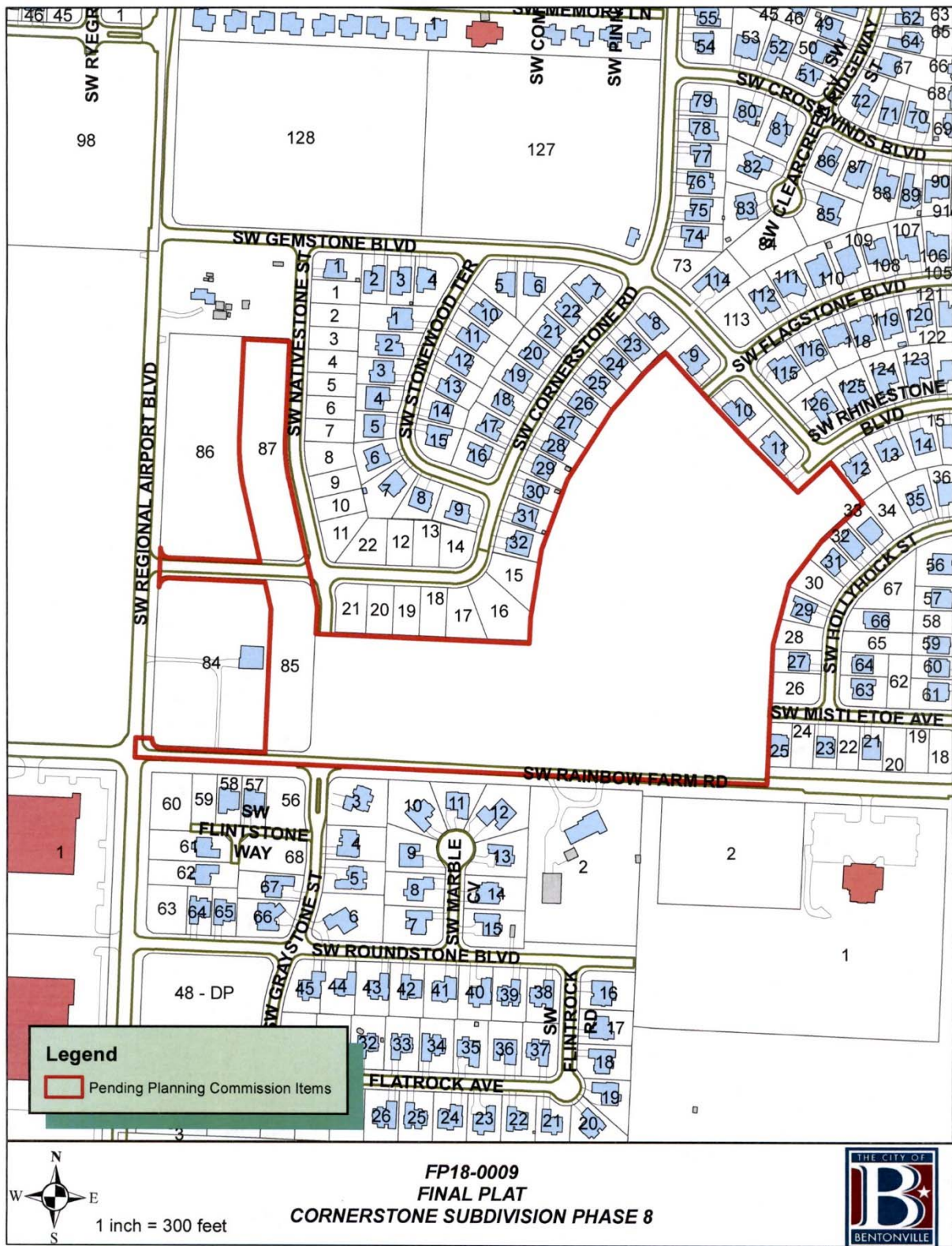
**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

**APPROVED:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

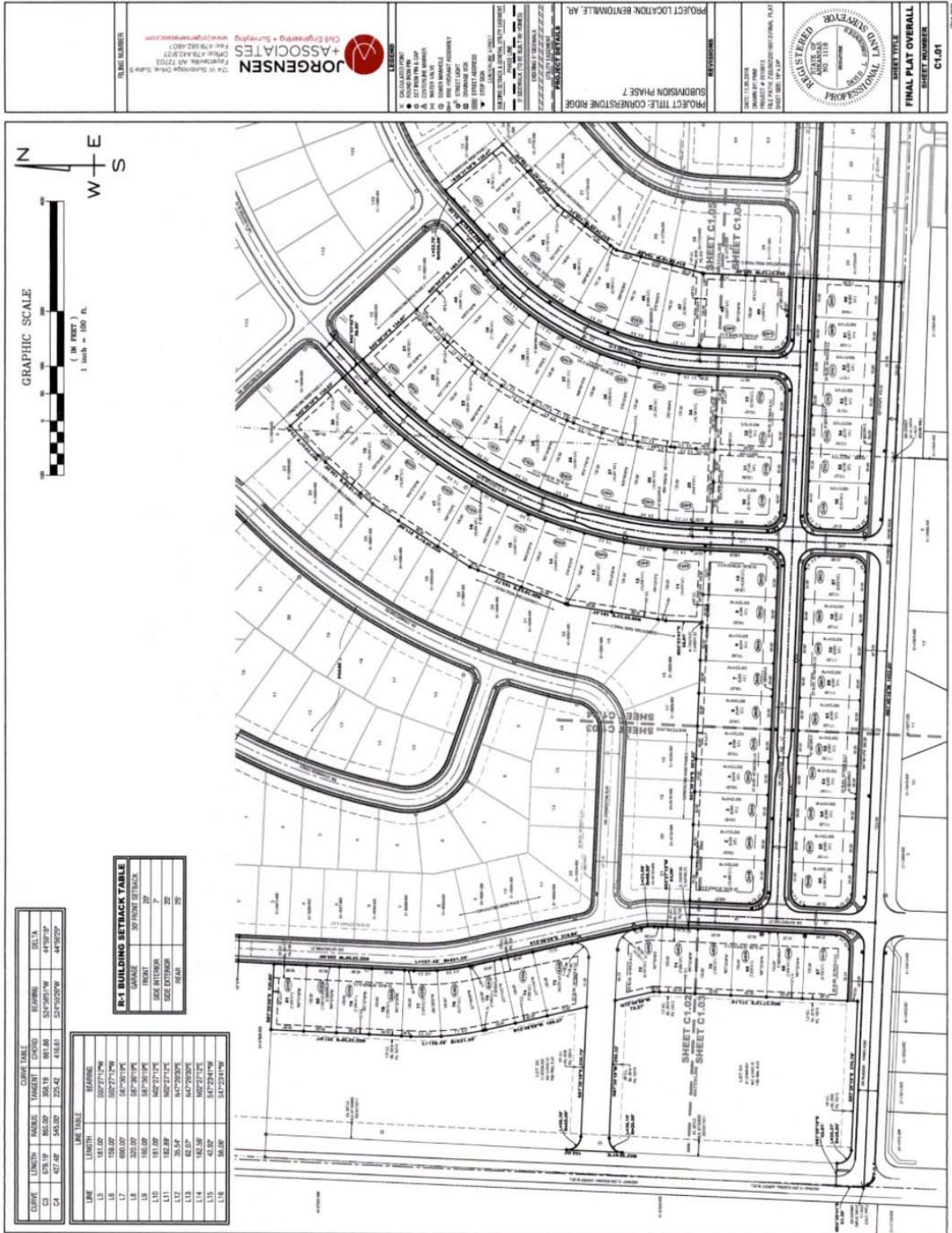
\_\_\_\_\_  
**CITY CLERK**











ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A FINAL PLAT OF CORNERSTONE  
RIDGE SUBDIVISION PHASE 7 TO THE CITY OF BENTONVILLE,  
ARKANSAS (PROJECT NUMBER: FP18-0009).**

**WHEREAS**, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Cornerstone Ridge Subdivision Phase 7, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 18, 2018; and,

**WHEREAS**, said final plat is attached hereto as Exhibit "A"; and,

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

**WHEREAS**, the final plat 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 final plat should be approved.

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

**Section 1:** That the final plat of Cornerstone Ridge Subdivision Phase 7 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 final plat by certifying said acceptance on the approved final plat.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

**APPROVED:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

## REZONING STAFF REPORT



### Haney, Reynolds, and Jones

411 Tiger Boulevard

PC Date: 12/18/2018

Reviewer: Tyler Overstreet, Planner

|                                 |                                                      |
|---------------------------------|------------------------------------------------------|
| Project Number                  | RZ18-0035                                            |
| Applicant / Current Owner       | Connie Haney<br>PO Box 1998<br>Bentonville, AR 72712 |
| Site Area                       | +/- .32 acres                                        |
| Current Zoning                  | R-3, Medium Density Residential                      |
| Requested Zoning                | DN-3, Downtown High Density Residential              |
| Future Land Use Map Designation | High-Density Residential                             |

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

#### Location Map



#### Property Description

This property is located at the southeast corner of Tiger Boulevard and NW D Street. The property is currently zoned R-3, Medium-Density Residential. Adjacent zonings are R-3 to the north, east, and south, and R-1 to the west.

#### Projected Traffic Impact

The proposed rezoning does not have the potential to adversely impact in the area.

#### Relationship to the General Plan

The Future Land Use Plan currently depicts this property as High-Density Residential. The High-Density Residential Land Use Category encourages a mix of multi-family housing types, which usually include amenities on site for residents. The DN-3 Zoning Designation encourages increased neighborhood density and increased local commerce through multi-family housing and a mix of housing types. The property's proximity to the downtown area justifies a downtown zoning district.

#### Conclusion

The proposed zoning district's general compatibility with the Future Land Use Plan and adjacent uses and zoning designations may justify a rezoning to DN-3, Downtown High-Density Residential.

Narrative regarding rezoning of 411 Tiger Blvd.

- State the current zoning designation and proposed zoning designation. Explanation of the proposed zoning change including current owner information and any proposed sales.

Current zoning is DN3. We want to change it to DN4.

- Reason (need) for requesting the zoning change.

We want to build two single family attached dwellings (two buildings of four homes).

- Statement of how the property will relate to surrounding properties.

The surrounding properties are apartments and duplexes. What we propose to do will be appropriate for the neighborhood.

- Use

Four homes.

- Traffic

Traffic will go down NW D St to an easement between the two units to rear loaded garages.

- Signage

No signage needed.

- Appearance

Modern three story single family attached dwellings.

- Availability of water and sewer (state size of lines). If direct water and/or sewer is not available, state how lines will be accessed and connected. This information is available from the Water Dept at 479-271-3141 or off the City G.I.S. site.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-3, MEDIUM DENSITY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL (PROJECT NUMBER: RZ18-0035).**

**WHEREAS**, Connie Haney, Shanna Jones, and David Reynolds 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-3, Medium Density Residential to DN-3, Downtown High Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE NW1/4 OF THE NE1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, DESCRIBED AS BEGINNING AT THE NW CORNER OF THE SAID NW1/4 OF THE NE1/4 THENCE EAST 100 FEET, THENCE SOUTH 150 FEET, THENCE WEST 100 FEET, THENCE NORTH 150 FEET TO THE PLACE OF BEGINNING. EXCEPT: BEGINNING AT THE NW CORNER OF THE SAID NW1/4 OF THE NE1/4, THENCE EAST 100 FEET, THENCE SOUTH 3.9 FEET, THENCE SOUTH 82\*59' WEST 100.75 FEET, THENCE NORTH 16.3 FEET TO THE PLACE OF BEGINNING. SUBJECT TO A STREET ON THE NORTH SIDE THEREOF.; and,

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 18, 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-3, Medium Density Residential to DN-3, Downtown High Density Residential.

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

**Section 1:** That the above described real property is hereby changed from its present zoning classification of R-3, Medium Density Residential to DN-3, Downtown High Density Residential to be used in accordance with the city zoning laws and state laws.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

## GENERAL PLAN AMENDMENT STAFF REPORT



### Roberts

Valley Street

PC Date: 12/18/2018

Reviewer: Tyler Overstreet, Planner

|                                                 |                                                                       |
|-------------------------------------------------|-----------------------------------------------------------------------|
| Project Number                                  | GPA18-0005                                                            |
| Applicant/<br>Current Owner                     | Anthony Michael Roberts<br>1307 W Magnolia Street<br>Rogers, AR 72758 |
| Site Area                                       | +/- 4.25 acres                                                        |
| Current Zoning                                  | R-1, Single Family Residential                                        |
| Current Future<br>Land Use Map<br>Designation   | Open Space                                                            |
| Requested Future<br>Land Use Map<br>Designation | Medium Density Residential (MDR)                                      |

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

### Property Description

The property is located between Tiger Boulevard and Valley Street. Adjacent zonings are R-1 to the north, south, and west, and A-1 to the east.

### Projected Traffic Impact

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

### Relationship to the General Plan

According to their narrative, the owner's long-term, conceptual plans are to sell this land for residential development. The former Land Use Plan listed this property as Downtown Medium-Density Residential.

### Analysis

The requested Future Land Use Map designation of Medium Density Residential (MDR) is compatible with existing and adjacent land uses.

### Location Map





**CEI Engineering Associates, Inc.**

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

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

November 13, 2018

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

**RE: Fillmore Street Land Use Plan Amendment**  
**CEI Project No. 30718**

Dear Planning Commission:

Please accept this narrative letter to accompany a formal application on behalf of Anthony Michael & Crissi Dawn Roberts, owners of real property located in the City of Bentonville, for consideration of a voluntary Land Use Plan Map amendment request for Benton County parcels #01-04634-000, #01-04634-01, #01-04610-001, #01-04610-002, and #01-04612-000 from Greenspace as currently shown to Medium Density Residential. This request includes former street right of way property that was vacated by ordinance 2018-133.

This request for map amendment is presented in advance of proposed sale and development of the property as residential space. The property is currently zoned R-1 and the Future Land Use Map showed medium density residential before the 10-23-2018 adoption of the revised future Land Use Plan Map. The applicant was not aware of the change in future land use from medium density residential to open space in advance of adoption and publishing of the new Land Use Plan.

Property adjoining the land to the south and west is currently zoned R-1 with some areas of DN-2 in the neighborhood. Property adjoining the land to the east is zoned A-1 and is owned by the City of Bentonville. Future Land Use Plan Map shows property to the south as Medium Density Residential, property to the west and east as Open Space. Requesting this change from Open Space to Medium Density Residential will restore the properties to their former designation and will not negatively impact the character of the neighborhood or surrounding areas. If the land use plan amendment is not approved, the proposed sale and development of the property as residential space could be jeopardized. Please find attached the current Land Use Plan Map and previous Land Use Plan Map for this area.

Thank you for your time and consideration in this matter.

Respectfully submitted,

CEI Engineering Associates, Inc.  
Nate Bachelor, PE  
Project Manager

*Providing Consolidated Land Development Services*

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ PENNSYLVANIA



**RESOLUTION NO. \_\_\_\_\_**

**A 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 OPEN SPACE TO MEDIUM  
DENSITY RESIDENTIAL (PROJECT NUMBER: GPA18-0005).**

**WHEREAS**, Anthoni and Crissi Roberts 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 Open Space to Medium Density Residential on the City of Bentonville Future Land Use Map, which property is described as follows:

LOTS 13, 14, 15, 16, 17, 18 AND A PART OF LOT 19 IN BLOCK 12; ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 13, 14, 15 AND PART OF LOTS 10 AND 16 IN BLOCK 16, ALL IN W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT RECORD BOOK A AT PAGES 81 AND 119, BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 30 WEST; THENCE SOUTH 02°27'15" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 105.68 FEET TO A 5/8" REBAR WITH CAP LS 1618 AT THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH RIGHT OF WAY OF TIGER BLVD; THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 02°27'15" WEST, 571.32 FEET TO A POINT IN THE CENTER OF THE RIGHT OF WAY OF VALLEY ST. VACATED BY ORDINANCE 2018-133; THENCE NORTH 87°13'46" WEST ALONG SAID CENTER LINE, 211.82 FEET TO THE WEST LINE OF SAID VACATED PORTION OF VALLEY ST.; THENCE NORTH 02°27'40" EAST ALONG SAID WEST LINE 25.00 FEET TO A 5/8" REBAR WITH CAP LS 1304 AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 16; THENCE NORTH 87°13'46" WEST ALONG THE SOUTH LINE OF A PORTION OF RIGHT OF WAY FOR FILLMORE ST VACATED BY ORDINANCE 2018-133, A DISTANCE OF 205.85 FEET TO A 5/8" REBAR WITH CAP LS 1618 IN THE CENTER OF A VACATED ALLEY; THENCE NORTH 02°27'16" EAST ALONG THE CENTER OF SAID VACATED ALLEY 330.39 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF TIGER BLVD; THENCE NORTH 52°27'37" EAST ALONG SAID SOUTH RIGHT OF WAY, 48.85 FEET TO A POINT ON THE NORTH LINE OF LOT 19, BLOCK 12; THENCE SOUTH 87°13'46" EAST, 168.42 FEET TO THE EAST RIGHT OF WAY OF FILLMORE ST; THENCE NORTH 02°28'06" EAST ALONG SAID EAST RIGHT OF WAY 100.00 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 16; THENCE NORTH 74°17'04" EAST 157.69 FEET TO THE NORTHEAST CORNER OF LOT 10, BLOCK 16; THENCE NORTH 63°42'51" EAST 70.66 FEET TO THE POINT OF BEGINNING; CONTAINING ±184,980.98 SQUARE FEET, OR 4.25 ACRES, MORE OR LESS.; and,

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 18, 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 Open Space to Medium Density 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 \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_

**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

## REZONING STAFF REPORT



### City U

608 SE 3<sup>rd</sup> Street

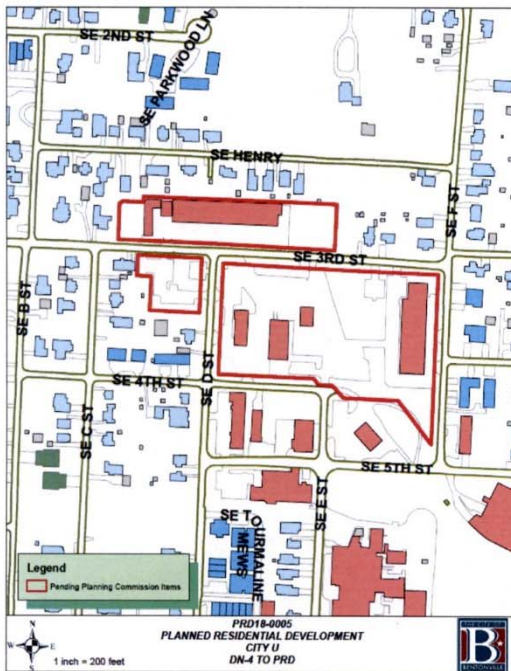
PC Date: 12/18/2018

Reviewer: Tyler Overstreet, Planner

|                                        |                                                                                             |
|----------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Project Number</b>                  | PRD18-0005                                                                                  |
| <b>Applicant / Current Owner</b>       | Bentonville Housing, LLC<br>700 SE 5 <sup>th</sup> Street, Suite 1<br>Bentonville AR, 72712 |
| <b>Site Area</b>                       | +/- 9.08 acres                                                                              |
| <b>Current Zoning</b>                  | DN-4, Downtown Mixed-Use Residential                                                        |
| <b>Requested Zoning</b>                | PRD, Planned Residential Development                                                        |
| <b>Future Land Use Map Designation</b> | High Density Residential (HDR)                                                              |

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

### Location Map



### Property Description

This property is the location of the former City Utilities Complex on SE 3<sup>rd</sup> Street. The property is approximately 9 acres, in three separate tracts of land.

### Projected Traffic Impact

A Planned Residential Development with a proposed density of 42 units per acre. The PRD proposes 375 total apartment units, with parking at a ratio of one space/unit. The tallest proposed building within the proposed PRD shall be 68-feet.

Each lot shall have 0-foot setbacks adjacent to public right-of-way, 10-foot side yards, and 25-foot rear yards. The applicant's proposed materials are wood siding and fiber cement panel.

### Relationship to the General Plan

The Future Land Use Plan depicts this property as High Density Residential (HDR). The applicant's proposed density and form is generally compatible with this land use category.

### Conclusion

The proposed PRD is generally compatible with the Future Land Use Category as described above. In addition, the applicant's proposed building heights would be allowed within their current zoning designations. The PRD zoning classification will afford greater flexibility in design, and a product that, while unique in nature, could serve as an area amenity with its open space and relation to the trail network.

## 1 Planned Residential Development Intent

Digsaudio, Modus Studio, OLIN Studio, and CEI are pleased to submit this project as a new Planned Residential Development (PRD) to the City of Bentonville. We have worked diligently to provide a contextually-sensitive development that will positively impact the character of the surrounding community and provide a new, high-quality place to live, work, and play. The underlying tenants of Smart Growth are at the core of the design, providing a multitude of choices in types of dwellings with various price points available, and all of it designed to be a comfortable urban, walkable development.

City U proposes a multi-family housing model that uses simple building forms at multiple scales to seamlessly integrate the new development into the "small-town character" of Bentonville's neighborhood fabric. The City U project is designed around a framework of seven priorities:

- 1) **Scale:** create a range of building sizes that allow the project to transition from the single-family neighborhood context to multi-story mixed-use buildings;
- 2) **Neighborhood Landscape:** contribute to the surrounding neighborhood character which is defined by a dense canopy of trees, generous turf lawns, parks, and trails that integrate into the regional network of natural amenities;
- 3) **Reduce Parking Impact:** provide sufficient/required parking in a manner that reduces neighborhood impact by introducing on-street parking and by aggregating the remainder of spaces under a simple podium. The aggregated parking area doubles as a flexible landscape for events such as farmer's markets;
- 4) **Simple forms:** connect straightforward building forms to the traditional vernacular architecture of the region by arranging simple forms on a landscape to create a rich and varied set of experiences similar to the arrangement of small buildings on an Ozark farmstead;
- 5) **Sustainable Development:** integrate sensible planning techniques that align with environmentally responsible best practices such as increased building insulation and natural ventilation;
- 6) **Kit-of-parts:** develop a system of dwelling units that can be collected into housing units of various sizes and combined to fit multiple sites; and
- 7) **Community Economy:** encourage local economic opportunities for small businesses by incorporating appropriately scaled live-work commercial spaces and the potential for small local builders to participate in the construction of the wood-framed project.

This PRD is located on an approximately 9.08 acre site in the market district of Bentonville.

## 2

### Description of Land-Uses

- Site 01**  
**4.03 acres (post development)**  
**44.9% of proposed PRD**  
 This site consists of thirteen buildings with primary frontage along SE 3rd Street, SE D Street and SE 4th Street. The buildings are situated on and around a concrete podium that conceals the parking required for the site. The buildings range from 40 to 68 feet in height from existing grade.
- Site 02**  
**2.24 acres (post development)**  
**24.7% of proposed PRD**  
 This site consists of six buildings with primary frontage along SE 3rd Street and SE F Street. The buildings are situated on and around a concrete podium that conceals the parking required for the site. The buildings range from 40 to 61 feet in height from existing grade.
- Site 03**  
**2.14 acres (post development)**  
**23.8% of proposed PRD**  
 This site consists of seven buildings with primary frontage along SE 3rd Street. The buildings provide an undulating context along the street and surface parking is tucked to the back of the site.
- Site 04**  
**.65 acres (post development)**  
**6.6% of proposed PRD**  
 This site consists of three buildings with primary frontage along SE 3rd Street and SE D Street. The buildings purposefully change scale and provide appropriate transitions from the surrounding context. Surface parking is provided on the back side of the site.



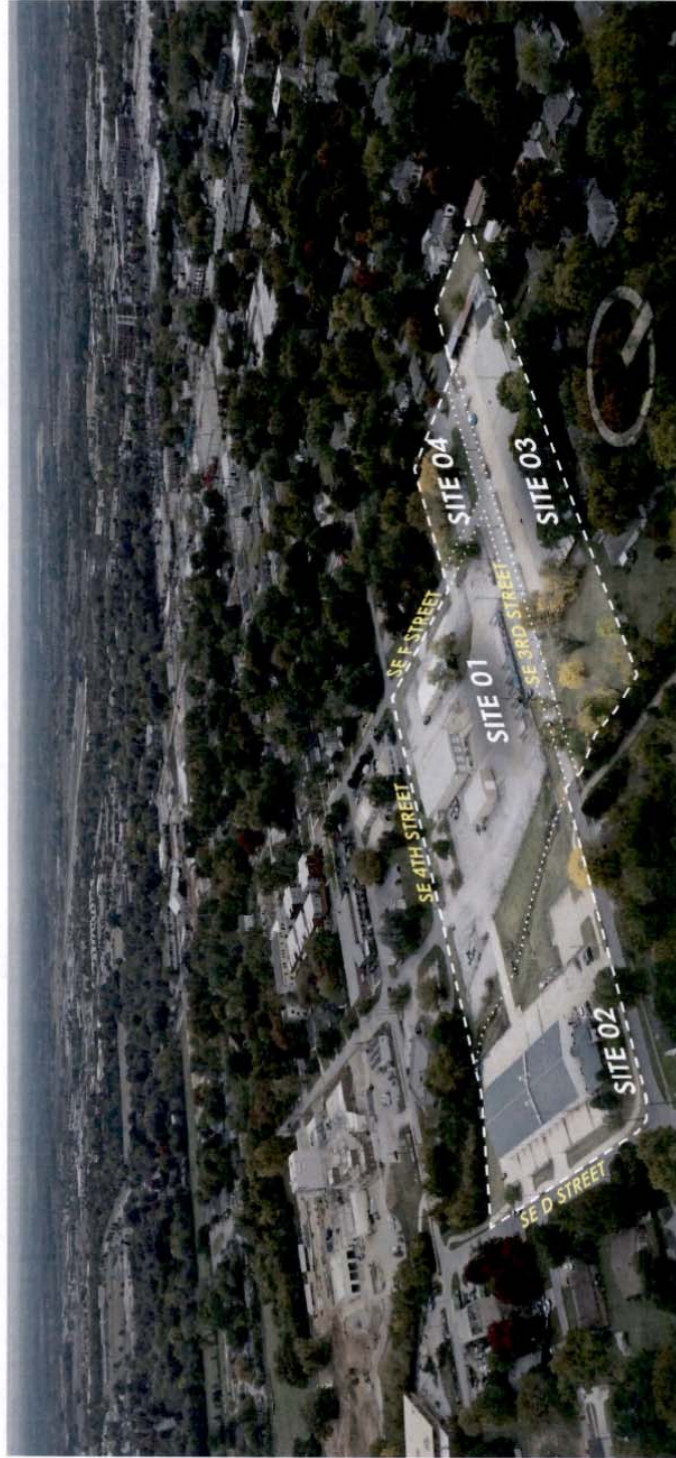
### 3 Description of Compliance with PRD Criteria

The PRD shall not modify the following zoning and development standards:

1. sign requirements
2. grading and drainage
3. access management
4. outdoor lighting
5. landscaping and screening
6. residential light standards
7. flood damage protection

### 4 Written Description of PRD

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|---------|----|--------|-----|----------|----|---------|----|--------|----|----------|----|---------|----|--------|----|----------|----|---------|----|--------|----|
| <b>total acreage</b>            | 9.08 acres                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| <b>density</b>                  | 375 apartment units.<br>(42 units/acre max)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| <b>building height</b>          | 68' - 5 story apartment flats on 1 story podium<br>(see street elevations included in package)                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| <b>percentage of open space</b> | 16% - 1.5 Acres minimum (15% minimum per city code)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| <b>site setbacks</b>            | 0'-0" from right of way<br>0'-0" from right of way<br>0'-0" from right of way<br>0'-0" from right of way<br>10'-0" from property line<br>25'-0" from property line                                                                                                                                                                                                                                                                                                                                                                                                    |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| <b>parking distribution</b>     | <table> <tr> <td>surface:</td><td>164</td></tr> <tr> <td>street:</td><td>24</td></tr> <tr> <td>total:</td><td>188</td></tr> <tr> <td>surface:</td><td>57</td></tr> <tr> <td>street:</td><td>20</td></tr> <tr> <td>total:</td><td>77</td></tr> <tr> <td>surface:</td><td>70</td></tr> <tr> <td>street:</td><td>12</td></tr> <tr> <td>total:</td><td>82</td></tr> <tr> <td>surface:</td><td>21</td></tr> <tr> <td>street:</td><td>07</td></tr> <tr> <td>total:</td><td>28</td></tr> </table> <p>apartments are parked at 1 space per unit (similar to DC/DE zoning)</p> | surface: | 164 | street: | 24 | total: | 188 | surface: | 57 | street: | 20 | total: | 77 | surface: | 70 | street: | 12 | total: | 82 | surface: | 21 | street: | 07 | total: | 28 |
| surface:                        | 164                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| street:                         | 24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| total:                          | 188                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| surface:                        | 57                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| street:                         | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| total:                          | 77                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| surface:                        | 70                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| street:                         | 12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| total:                          | 82                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| surface:                        | 21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| street:                         | 07                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| total:                          | 28                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |
| <b>public streets</b>           | <p>Modified Urban Collector - 70' ROW</p> <p>Modified Alley - Partial Section</p> <p>Modified Urban Collector - 70' ROW</p> <p>Modified Urban Collector - 70' ROW</p> <p>(see street sections)</p>                                                                                                                                                                                                                                                                                                                                                                    |          |     |         |    |        |     |          |    |         |    |        |    |          |    |         |    |        |    |          |    |         |    |        |    |



LOOKING SOUTH

**PROJECT TEAM**

**Developer**  
**Bentonville Housing LLC**  
 Brenda Anderson  
 200 SE 5th Street  
 Bentonville, AR 72712  
 Phone: 479.248.4157

**Architect**

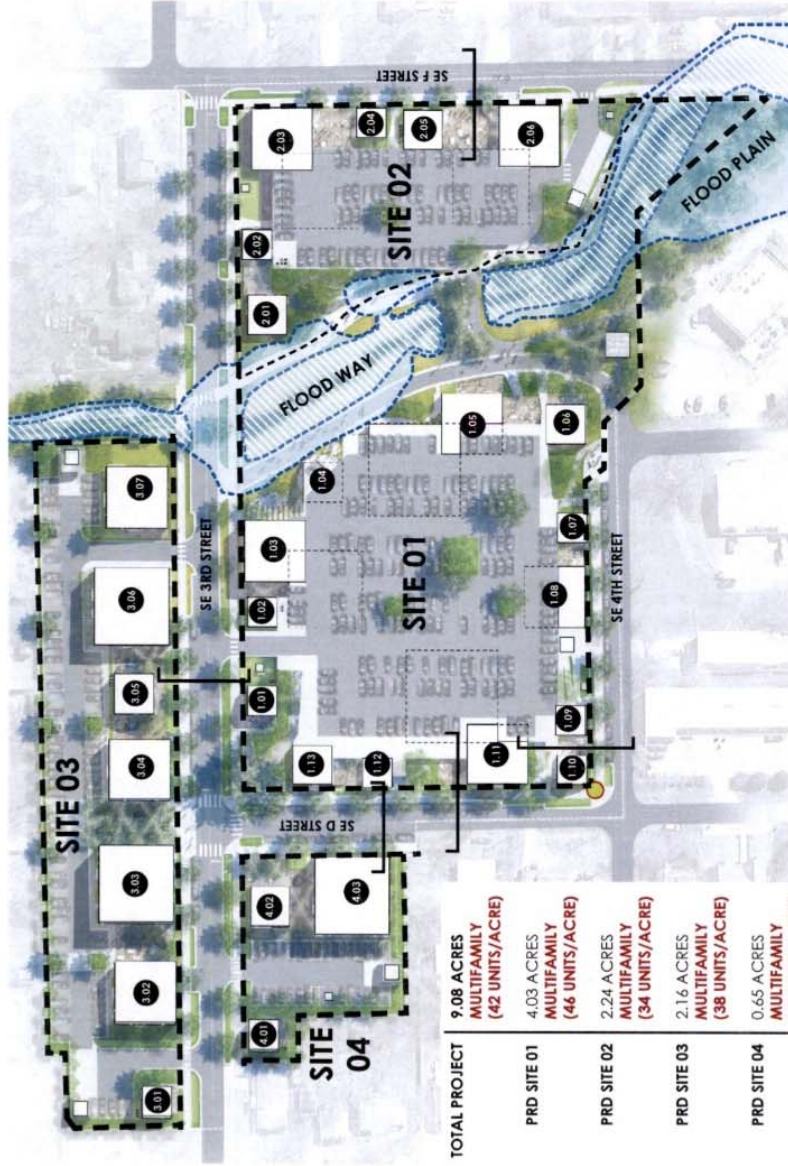
**Modus Studio**  
 Chris Barbero  
 AR License No. 4124  
 15 North Oak Ridge Suite 102  
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 Phone: 479.455.5577

**Civil Engineer**

**CEI Engineering Associates**  
**Nate Bachelor**  
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 3108 SW Regency Parkway,  
 Suite 2 Bentonville, AR 72712  
 Phone: 479.273.7472

**Master Planner**

**QUN**  
 Will Belcher  
 Public Ledger Building, Suite  
 1123  
 150 South Independence  
 Mall West  
 Philadelphia, PA 19106  
 Phone: 215.440.0030





**PROJECT TEAM**

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OUN  
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Mall West  
Philadelphia, PA 19106  
Phone: 215-440-0030

**LEGEND**

Property Line Demarcation

|                      |                                                                   |
|----------------------|-------------------------------------------------------------------|
| <b>TOTAL PROJECT</b> | <b>9.08 ACRES</b><br><b>MULTIFAMILY</b><br><b>(42 UNITS/ACRE)</b> |
| <b>PRD SITE 01</b>   | <b>4.03 ACRES</b><br><b>MULTIFAMILY</b><br><b>(46 UNITS/ACRE)</b> |
| <b>PRD SITE 02</b>   | <b>2.24 ACRES</b><br><b>MULTIFAMILY</b><br><b>(34 UNITS/ACRE)</b> |
| <b>PRD SITE 03</b>   | <b>2.16 ACRES</b><br><b>MULTIFAMILY</b><br><b>(38 UNITS/ACRE)</b> |
| <b>PRD SITE 04</b>   | <b>0.65 ACRES</b><br><b>MULTIFAMILY</b><br><b>(43 UNITS/ACRE)</b> |



Fire Lane  
Fire Lane (alternate)  
Aerial Apparatus  
Building Number  
Point of Beginning

**CITY U**  
BENTONVILLE, ARKANSAS  
MASTER PODIUM LEVEL SITE PLAN  
PREPARED BY MODUS STUDIO  
PLANNED RESIDENTIAL DEVELOPMENT 12.03.2018



City U | Bentonville, Arkansas  
 2018.12.08  
 PODIUM LEVEL OPEN SPACE DIAGRAM



**PROJECT TEAM**

**Developer** **Bentonville Housing LLC**  
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**Master Planner** **OLIN**  
 Will Belcher  
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 1123  
 150 South Independence  
 Mall West  
 Philadelphia, PA 19106  
 Phone: 215.440.0030

**LEGEND**

Property Line Demarcation

Public Open Space

Public Open Space (Vegetated)

Tenant Access Only

Building Number

Point of Beginning

CITY U  
 BENTONVILLE, ARKANSAS

**DIGSAU** **modus studio** **OLIN** **CBI**



City U | Bentonville, Arkansas  
 2018.12.03  
 FUTURE USE DIAGRAM



DIGSAU modus studio OLIN 

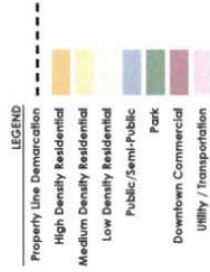
**PROJECT TEAM**

**Developer** **Bentonville Housing LLC**  
 Brenda Anderson  
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**Architect** **Modus Studio**  
 Chris Barbeau  
 AR License No. 4124  
 15 North Church Suite 102  
 Fayetteville, AR 72701  
 Phone: 479-455-5577

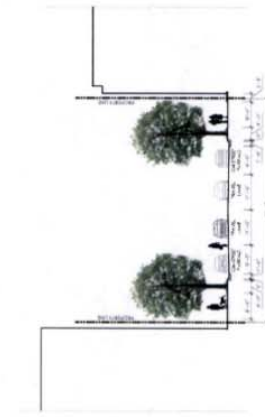
**Civil Engineer** **CEI Engineering Associates**  
**Nate Bachlor**  
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 1123  
 150 South Independence  
 Mall West  
 Philadelphia, PA 19106  
 Phone: 215-440-0030





SE 3RD STREET SECTION



SE D STREET SECTION - NORTH

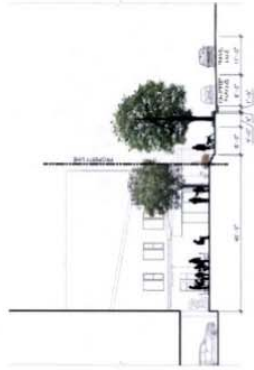


SE D STREET SECTION - SOUTH





SE 4TH STREET SECTION



SE F STREET SECTION - NORTH

# ARCHITECTURAL ELEVATIONS - FLATS



SE 3RD STREET - NORTH ELEVATION



SE 3RD STREET - SOUTH ELEVATION



SE F STREET - WEST ELEVATION

PRD: total proposed materials for flats



NOTE:  
ALL BUILDING HEIGHTS REFERENCE EXISTING  
GRADE AT THE SOUTHWEST CORNER OF SITE 01

# ARCHITECTURAL ELEVATIONS - TOWNHOUSES



SE 4TH STREET - NORTH ELEVATION



SE D STREET - EAST ELEVATION



SE D STREET - WEST ELEVATION

PRD: total proposed materials for flats



**DIGSAU** modus *studio* **OLIN** *CEI*

NOTE:  
ALL BUILDING HEIGHTS REFERENCE EXISTING  
GRADE AT THE SOUTHWEST CORNER OF SITE 01

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL AND DN-4, DOWNTOWN MIXED-USE RESIDENTIAL TO PRD, PLANNED RESIDENTIAL DEVELOPMENT (PROJECT NUMBER: PRD18-0005).**

**WHEREAS**, Bentonville Housing, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of DN-3, Downtown High Density Residential and DN-4, Downtown Mixed-Use Residential to PRD, Planned Residential Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

SUBJECT TRACT 1 (PARCEL #01-05137-000) LOT 2, BENTONVILLE MUNICIPAL ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS PER PLAT BK. 2013, PAGES 353 AND 354. SUBJECT TRACT 2 (PARCEL #01-01167-000, 01-01168-000, 01-01169-000, 01-01170-000, 01-01171-000 AND 01-01172-000) ALL OF LOTS 5, 6 AND 7 AND THE NORTH HALF OF THE VACATED ALLEY RUNNING EAST AND WEST AND LYING SOUTH OF SAID LOTS 5, 6 AND 7, LOT 4, BLOCK 2, ARMSTRONG'S SUBDIVISION, RAILROAD ADDITION, PLAT RECORD "B", PG. 98, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. AND ALSO THE NORTH 70 FEET OF LOT 4 OF SAID BLOCK 2. LESS AND EXCEPT THE WEST 7 FEET OF SAID LOT 4 AND LESS AND EXCEPT THE SOUTH 3.4 FEET OF THE NORTH 70 FEET OF SAID LOT 4. SUBJECT TRACT 3 (PARCEL #01-10855-000) BLOCKS 4 AND 5 OF COTTON'S ADDITION, BLOCK 3 OF ARMSTRONG'S SUBDIVISION OF RAILROAD ADDITION, PART OF THE ABANDONED BURLINGTON NORTHERN RAILROAD COMPANY PROPERTY, WAREHOUSE ADDITION, RYLEE ADDITION, INCLUDING ALL ALLEYS AND STREETS WITHIN THE PERIMETER, ALL OF SAID LAND BEING RE-PLATED AS CITY SERVICES ADDITION, BENTON COUNTY, ARKANSAS PER PLAT BK. 2003, PG. 547.; and,

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 18, 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 DN-3, Downtown High Density Residential and DN-4, Downtown Mixed-Use Residential to PRD, Planned Residential Development.

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

**Section 1:** That the above described real property is hereby changed from its present zoning classification of DN-3, Downtown High Density Residential and DN-4, Downtown Mixed-Use Residential to PRD, Planned Residential Development to be used in accordance with the city zoning laws and state laws.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

## PROPERTY LINE ADJUSTMENT STAFF REPORT



### Lot 18, Block 2, Lincoln & Rice Addition

701 E Central Avenue

PC Date: 12/18/2018

Reviewer: Tyler Overstreet, Planner

|                                 |                                                                  |
|---------------------------------|------------------------------------------------------------------|
| Project Number                  | PLA18-0041                                                       |
| Applicant / Current Owner       | James Hall<br>1707 S 42 <sup>nd</sup> Street<br>Rogers, AR 72758 |
| Site Area                       | +/- .16 acres                                                    |
| Current Zoning                  | DN-1, Downtown Low-Density Residential                           |
| Future Land Use Map Designation | Low-Density Residential                                          |

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

Location Map



### Property Description

This property is located at the northeast corner of NE F Street and E Central Avenue. The .16 acre property is currently zoned DN-1, Downtown Low-Density Residential.

### Project Details

A Property Line Adjustment of portions of Lots 7 and 8, Block 2 of Lincoln & Rice Addition, creating new Lot 18, Block 2 (+/- .16 acres). Adequate utility easements currently exist, however, the applicant requests a 30-foot wide right-of-way be accepted as opposed to the 35-feet required by ordinance.

### Projected Traffic Impact

The proposed property line adjustment does not have the potential to impact traffic in the area. Considering the current zoning and size of the proposed lot, there should be little impact to traffic in the area.

### Waivers

One Waiver Requested:

- A waiver from Article 1100, Section 1100.5.B, Right-of-way Dedication, of the Subdivision Code. The Master Street Plan designates Central Avenue as a Collector street, which requires 35-feet of right-of-way from centerline. The applicant requests that the Planning Commission accept the existing right-of-way width of 30-feet, as street improvements are complete on Central Avenue with the current right-of-way width.

### Conclusion

This property line adjustment does not meet the minimum requirements of the subdivision regulations, due to the waiver request.

### Standard Conditions of Approval

- Provide a digital copy of the plat.
- Address all technical review comments before requesting a building permit.
- The waiver request shall only be applicable for Lot 18, Block 2, Lincoln & Rice Addition, as depicted on the to-be-filed plat of record.

### NOTES

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

ADJACENT LAND OWNERS:  
1) 9811, 9813, 9815, 9817, 9819, 9821, 9823, 9825, 9827, 9829, 9831, 9833, 9835, 9837, 9839, 9841, 9843, 9845, 9847, 9849, 9851, 9853, 9855, 9857, 9859, 9861, 9863, 9865, 9867, 9869, 9871, 9873, 9875, 9877, 9879, 9881, 9883, 9885, 9887, 9889, 9891, 9893, 9895, 9897, 9899, 9901, 9903, 9905, 9907, 9909, 9911, 9913, 9915, 9917, 9919, 9921, 9923, 9925, 9927, 9929, 9931, 9933, 9935, 9937, 9939, 9941, 9943, 9945, 9947, 9949, 9951, 9953, 9955, 9957, 9959, 9961, 9963, 9965, 9967, 9969, 9971, 9973, 9975, 9977, 9979, 9981, 9983, 9985, 9987, 9989, 9991, 9993, 9995, 9997, 9999, 10001, 10003, 10005, 10007, 10009, 10011, 10013, 10015, 10017, 10019, 10021, 10023, 10025, 10027, 10029, 10031, 10033, 10035, 10037, 10039, 10041, 10043, 10045, 10047, 10049, 10051, 10053, 10055, 10057, 10059, 10061, 10063, 10065, 10067, 10069, 10071, 10073, 10075, 10077, 10079, 10081, 10083, 10085, 10087, 10089, 10091, 10093, 10095, 10097, 10099, 10101, 10103, 10105, 10107, 10109, 10111, 10113, 10115, 10117, 10119, 10121, 10123, 10125, 10127, 10129, 10131, 10133, 10135, 10137, 10139, 10141, 10143, 10145, 10147, 10149, 10151, 10153, 10155, 10157, 10159, 10161, 10163, 10165, 10167, 10169, 10171, 10173, 10175, 10177, 10179, 10181, 10183, 10185, 10187, 10189, 10191, 10193, 10195, 10197, 10199, 10201, 10203, 10205, 10207, 10209, 10211, 10213, 10215, 10217, 10219, 10221, 10223, 10225, 10227, 10229, 10231, 10233, 10235, 10237, 10239, 10241, 10243, 10245, 10247, 10249, 10251, 10253, 10255, 10257, 10259, 10261, 10263, 10265, 10267, 10269, 10271, 10273, 10275, 10277, 10279, 10281, 10283, 10285, 10287, 10289, 10291, 10293, 10295, 10297, 10299, 10301, 10303, 10305, 10307, 10309, 10311, 10313, 10315, 10317, 10319, 10321, 10323, 10325, 10327, 10329, 10331, 10333, 10335, 10337, 10339, 10341, 10343, 10345, 10347, 10349, 10351, 10353, 10355, 10357, 10359, 10361, 10363, 10365, 10367, 10369, 10371, 10373, 10375, 10377, 10379, 10381, 10383, 10385, 10387, 10389, 10391, 10393, 10395, 10397, 10399, 10401, 10403, 10405, 10407, 10409, 10411, 10413, 10415, 10417, 10419, 10421, 10423, 10425, 10427, 10429, 10431, 10433, 10435, 10437, 10439, 10441, 10443, 10445, 10447, 10449, 10451, 10453, 10455, 10457, 10459, 10461, 10463, 10465, 10467, 10469, 10471, 10473, 10475, 10477, 10479, 10481, 10483, 10485, 10487, 10489, 10491, 10493, 10495, 10497, 10499, 10501, 10503, 10505, 10507, 10509, 10511, 10513, 10515, 10517, 10519, 10521, 10523, 10525, 10527, 10529, 10531, 10533, 10535, 10537, 10539, 10541, 10543, 10545, 10547, 10549, 10551, 10553, 10555, 10557, 10559, 10561, 10563, 10565, 10567, 10569, 10571, 10573, 10575, 10577, 10579, 10581, 10583, 10585, 10587, 10589, 10591, 10593, 10595, 10597, 10599, 10601, 10603, 10605, 10607, 10609, 10611, 10613, 10615, 10617, 10619, 10621, 10623, 10625, 10627, 10629, 10631, 10633, 10635, 10637, 10639, 10641, 10643, 10645, 10647, 10649, 10651, 10653, 10655, 10657, 10659, 10661, 10663, 10665, 10667, 10669, 10671, 10673, 10675, 10677, 10679, 10681, 10683, 10685, 10687, 10689, 10691, 10693, 10695, 10697, 10699, 10701, 10703, 10705, 10707, 10709, 10711, 10713, 10715, 10717, 10719, 10721, 10723, 10725, 10727, 10729, 10731, 10733, 10735, 10737, 10739, 10741, 10743, 10745, 10747, 10749, 10751, 10753, 10755, 10757, 10759, 10761, 10763, 10765, 10767, 10769, 10771, 10773, 10775, 10777, 10779, 10781, 10783, 10785, 10787, 10789, 10791, 10793, 10795, 10797, 10799, 10801, 10803, 10805, 10807, 10809, 10811, 10813, 10815, 10817, 10819, 10821, 10823, 10825, 10827, 10829, 10831, 10833, 10835, 10837, 10839, 10841, 10843, 10845, 10847, 10849, 10851, 10853, 10855, 10857, 10859, 10861, 10863, 10865, 10867, 10869, 10871, 10873, 10875, 10877, 10879, 10881, 10883, 10885, 10887, 10889, 10891, 10893, 10895, 10897, 10899, 10901, 10903, 10905, 10907, 10909, 10911, 10913, 10915, 10917, 10919, 10921, 10923, 10925, 10927, 10929, 10931, 10933, 10935, 10937, 10939, 10941, 10943, 10945, 10947, 10949, 10951, 10953, 10955, 10957, 10959, 10961, 10963, 10965, 10967, 10969, 10971, 10973, 10975, 10977, 10979, 10981, 10983, 10985, 10987, 10989, 10991, 10993, 10995, 10997, 10999, 11001, 1100

40 STROUD, DARYL LEE & MARSHIA JO TRULSTEE  
109 E CENTRAL AVE  
BENTONVILLE AR 72712-9436  
FAR/CL 402-68149600  
ZONED: B-4

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1000

#### BASES OF RELATIONSHIPS OBSERVED

2) WARRANTY DEED FILED IN BOOK 2111  
AT PAGE 43638

150

WEIGHT (G) 1.00  
WEIGHT (INVENTORY) 2.00  
TOTAL MIN 20% OF LOT WEIGHT

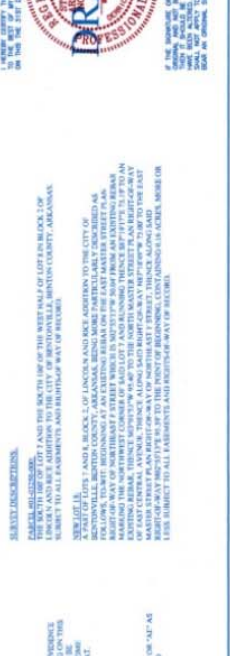
2008 2009

Case

**FLOOD CERTIFICATION.**  
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOODED ZONE "A" OR "AE" AS

10

NOT SUBJECT TO ALL PAYMENTS AND RIGHTS RESERVED BY THE PUBLISHER.



SOURCE OF TITLE: DEED BOOK 2017 AT PAGE 4368

STATE OF ARKANSAS \_\_\_\_\_  
NOTED \_\_\_\_\_  
REGISTERED LAND SURVEYOR  
NO. 1662  
STATE OF ARKANSAS

CONCRETE, REINFORCED CONCRETE, ETC.) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE OWNER TO PAY FOR THE COST OF BUILD OR RELOCATE THE EQUIPMENT TO THE LOT LINE. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

[illegible]

NE 2ND ST  
EAST  
NE F ST  
NE G ST

BE TRUE AND CORRECT  
ALLIAGE AND BELIEF  
OCCASION, 2018.

ERED

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SE 83RD  
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SE 98TH  
SE 99TH  
SE 100TH

THE SOUTH AFRICAN AIR FORCE

[illegible][illegible]

tes, Inc.

[illegible]

|      |            |
|------|------------|
| DATE | 08-11-2017 |
| TIME | 10:30 AM   |
| BY   | VJ         |



7230 S. Pleasant Ridge Dr. Fayetteville, AR 72704

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

[www.nwabatesinc.com](http://www.nwabatesinc.com)

December 4, 2018

To the City of Bentonville Planning Staff and Planning Commission,

On behalf of James and Mary Hall, property owners, and Dave Burris, architect working with the property owners, we would like to request a waiver of master street plan dedication requirements at 701 East Central Avenue.

An incidental subdivision application was submitted in order to plat a part of 2 older lots into 1 new lot, for the construction of a new house.

As part of the incidental subdivision requirements, right-of-way dedication in the amount of 35 feet from the centerline of East Central Avenue is required to be dedicated. This dedication would remove a strip of land roughly 5' x 75' from the front of the Hall's property, or 366.99 square feet to be exact.

We feel this waiver request is appropriate based on these criteria:

- 1) Street improvements, including curb and guttering, underground storm sewer, and sidewalks have been constructed in recent years in this area, and any additional dedication of right-of-way is not needed.
- 2) The intersection of East Central and Northeast F Street currently has a turning lane, so no additional right-of-way is needed to widen the street.
- 3) Dave Burris, the architect for the property owners, coordinated early in the planning stages of the new house, with Bentonville Planning regarding the necessary right-of-way needed in this area.

If you have any questions, comments, or concerns please feel free to contact us.

Sincerely,  
Justin Reid  
Bates & Associates  
Project Manager  
479-442-9350  
[justin@batesnwa.com](mailto:justin@batesnwa.com)



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT  
18, BLOCK 2 OF LINCOLN AND RICE ADDITION TO THE CITY OF  
BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA18-0041).**

**WHEREAS**, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 18, Block 2 of Lincoln and Rice Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 18, 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 18, Block 2 of Lincoln and Rice Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

**APPROVED:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



| CHECK ALL THAT APPLY                |                   |       |
|-------------------------------------|-------------------|-------|
| <input type="checkbox"/>            | Bid Award         | Bid # |
| <input type="checkbox"/>            | Budget Adjustment |       |
| <input type="checkbox"/>            | Change Order      |       |
| <input type="checkbox"/>            | Informational     |       |
| <input checked="" type="checkbox"/> | Ordinance         |       |
| <input type="checkbox"/>            | Resolution        |       |
| <input type="checkbox"/>            | Other             |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

January 8, 2019

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

### ACTION REQUIRED:

City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Ozark Regional Transit (ORT), a public transit authority, in the fixed amount of \$125,757.00 to provide transit services within the City of Bentonville from January 1, 2019 to December 31, 2019 and waiving the requirement for competitive bidding. This is a budgeted item.

### COST TO CITY:

Cost of this Request: \$125,757

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

|                            |    |         |
|----------------------------|----|---------|
| Previously Budgeted        | \$ | 125,757 |
| Funds Expended to Date     |    |         |
| Remaining Budget           |    | 125,757 |
| Budget Adjustment          |    | -       |
| Remaining After Adjustment | \$ | 125,757 |

*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





To: Mayor Orman, City Council Members and City Clerk  
From: Shelli Kerr, AICP, Interim Community Development Director  
Subject: Ozark Regional Transit 2019 Contract  
CC Date: January 08, 2019

---

Staff requests City Council approval of an agreement with Ozark Regional Transit Service, a public transit authority, and requesting a waiver of bid. For the fixed sum of \$125,757.00 ORT will provide transit services to Bentonville citizens. These services include a fixed route, ADA Para-Transit service, and Demand Response service for those citizens that are not covered by the ADA Para-Transit service. The term of the agreement is from January 1, 2019 to December 31, 2019.

Staff also requests a waiver from the requirement of competitive bidding since ORT is the only public transit provider in the Northwest Arkansas area.

## REQUEST FOR WAIVER OF BID

Date 1/8/2019

Requested by: Shelli Kerr

Department: Community & Economic Development

### DESCRIPTION OF REQUEST:

Type of Equipment: public transit services

Year & Model: n/a

Serial # n/a

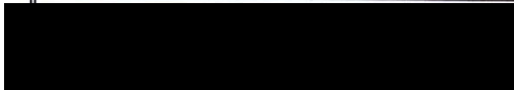
To Be Purchased From: Ozark Regional Transit (ORT)

|         |              |                      |
|---------|--------------|----------------------|
| Amount: | Base Amount: | \$ 125,757.00        |
|         | Tax:         | \$ -                 |
|         | *Other:      | \$ -                 |
|         | <b>TOTAL</b> | <b>\$ 125,757.00</b> |

\* List all other costs:

### JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

The purchase is a public transit service that is only offered by Ozark Regional Transit in the Northwest Arkansas area. We request the waiver of bid in order to sanction the selection process and to facilitate the contract with Ozark Regional Transit.

 Director of Finance & Administration

Revised 6-18-99



## Attachment A

### AGREEMENT FOR TRANSIT SERVICES

**WHEREAS**, Ozark Regional Transit (ORT), is a public transit authority organized and existing pursuant to A.C.A 14-334-101 et. seq., and;

**WHEREAS**, the City of Bentonville, Arkansas (City) is a member of said authority; and,

**WHEREAS**, ORT has been providing public transportation to the citizens of the City; and,

**WHEREAS**, the City has agreed to provide funding for transit services from its General Fund; and,

**WHEREAS**, the City is agreeable to such.

#### **NOW, THEREFORE, IT IS AGREED:**

1. ORT will continue to provide services to the citizens of the City of Bentonville as has been traditionally provided in the past.
2. For the sum of \$125,757.00, ORT will provide services as follows:
  - a. Fixed route services within the City.
  - b. Associated ADA Para-Transit services.
  - c. Available Demand Response services to those citizens that are not covered by the ADA Para-Transit service.
3. It is anticipated that the revenue to fund these activities will be approximately \$125,757.00. If the City's share of the state sales tax enacted pursuant to Amendment 91 tax generates more than this amount then any such overage will be retained by the City. If the anticipated revenue is less than \$125,757.00 then the City shall pay the difference from other funding sources.
4. The revenue referred to herein shall be remitted in 1 installment. The lump sum shall be due to ORT before January 15, 2019.
5. The term of this Agreement shall be from January 1, 2019 through December 31, 2019; however, said Agreement may be terminated by either party upon sixty (60) days written notice.
6. ORT shall make monthly reports to the City and furnish any and all information request by the City.
7. The term of this Agreement shall be from January 1, 2019, through December 31, 2019. However, it shall renew annually and automatically and include any pay increases approved by the City Council, unless agreed to otherwise by the parties.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Ozark Regional Transit**

**City of Bentonville, Arkansas**

  
Joe Gardner  
Executive Director  
Ozark Regional Transit

By: \_\_\_\_\_

Mayor, City of Bentonville, Arkansas

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH OZARK REGIONAL TRANSIT (ORT) TO PROVIDE PUBLIC TRANSIT SERVICE WITHIN THE CITY OF BENTONVILLE FOR THE 2019 CALENDAR YEAR AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1. That the Mayor and City Clerk should be and are hereby authorized to enter into an agreement with Ozark Regional Transit (ORT) for transit services for a fixed amount not to exceed \$125,757.00 as per the agreement attached hereto as "Attachment A."

Section 2. Because Ozark Regional Transit is the only public transit provider in Northwest Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

\_\_\_\_\_  
Mayor Stephanie Orman

ATTEST:

\_\_\_\_\_  
City Clerk



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

January 8, 2019

Submitted by:

Shelli Kerr

Department

Community Development

Phone

271-3122

### ACTION REQUIRED:

Approval of an ordinance requiring, as part of the building inspection process, property owners to provide certification, stamped by an Arkansas licensed surveyor, that the finished floor elevation (FFE) of any new construction or addition is at or above the FFE shown on the recorded plat. Plats indicate the FFE for lots that may be prone to flooding. The property owner is responsible for ensuring that the FFE meets that shown on the plat.

### COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REQUIRING, AS PART OF THE BUILDING INSPECTION PROCESS, PROPERTY OWNERS OF PLATTED LOTS TO PROVIDE CERTIFICATION, STAMPED BY AN ARKANSAS LICENSED SURVEYOR, THAT THE FINISHED FLOOR ELEVATION (FFE) OF ANY NEW CONSTRUCTION OR ADDITION IS AT OR ABOVE THE FFE SHOWN ON THE RECORDED PLAT.

WHEREAS, recorded plats indicate the finished floor elevation (FFE) for lots that may be prone to flooding; and,

WHEREAS, the property owner is responsible for ensuring that the FFE meets that shown on the plat;

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

**Section 1.** That the property owner of a platted lot shall provide to the Building Inspections Department certification, stamped by an Arkansas licensed surveyor, that the FFE of any new construction or addition meets or exceeds that shown on the recorded plat.

**Section 2.** That Building Inspections shall not schedule a slab inspection until the appropriate FFE certification has been submitted.

**Section 3.** This Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

\_\_\_\_\_  
Mayor Stephanie Orman

ATTEST:

\_\_\_\_\_  
City Clerk





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

### AGENDA FORM

CITY COUNCIL MEETING OF:

January 8, 2019

Submitted by:

Jake Harper

Department

Administration

Phone

271-6781

#### ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Hight Jackson for architectural services for the Administrative Services Building.

#### COST TO CITY:

Cost of this Request: \$252,000

Additional Budget Amount \$252,000

☒ One time amount

☐ Continuing O and M

|                            |    |         |
|----------------------------|----|---------|
| Previously Budgeted        | \$ | -       |
| Funds Expended to Date     |    | -       |
| Remaining Budget           |    | -       |
| Budget Adjustment          |    | 252,000 |
| Remaining After Adjustment | \$ | 252,000 |

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

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



# **AIA® Document B101™ – 2017**

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Twenty-sixth day of December in the year Two Thousand Eighteen  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Bentonville  
117 W. Central  
Bentonville, AR 72712

and the Architect:  
(Name, legal status, address and other information)

Hight Jackson Associates PA  
5201 W. Village Parkway, Suite 300  
Rogers, AR 72758

for the following Project:  
(Name, location and detailed description)

New City Administration Services Building  
Bentonville, AR

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

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User Notes:

(1902932015)

1

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| 3  | SCOPE OF ARCHITECT'S BASIC SERVICES  |
| 4  | SUPPLEMENTAL AND ADDITIONAL SERVICES |
| 5  | OWNER'S RESPONSIBILITIES             |
| 6  | COST OF THE WORK                     |
| 7  | COPYRIGHTS AND LICENSES              |
| 8  | CLAIMS AND DISPUTES                  |
| 9  | TERMINATION OR SUSPENSION            |
| 10 | MISCELLANEOUS PROVISIONS             |
| 11 | COMPENSATION                         |
| 12 | SPECIAL TERMS AND CONDITIONS         |
| 13 | SCOPE OF THE AGREEMENT               |

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Plus or minus 14,500 square feet office facility located in "I" Street in Bentonville, AR. The building will consist of office space for the following departments: Utility Billing, Human Resources, Finance Administration, Accounting, Purchasing and IT.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The building will be located on a portion of a plus or minus 12 acre site owned by the City of Bentonville. Exact location of the building will be coordinated with other potential future buildings on the site.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

To be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

None at this time

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Unknown at this time

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None at this time

*(Paragraph deleted)*

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Jake Harper  
Director of Finance & Administration  
City of Bentonville  
117 W. Central  
Bentonville, AR

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

To be determined

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

Not known at this time

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User Notes:

(1902932015)



.2 Civil Engineer:

Morrison Shipley  
2407 SE Cottonwood, Suite 1  
Bentonville, AR 72712

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

None at this time

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Randall Hurban, AIA  
Associate  
Hight Jackson Associates PA  
5201 W. Village Parkway, Suite 300  
Rogers, AR 72758

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Tatum Smith Engineers, Inc.  
PO Box 756  
Rogers, AR 72757

.2 Mechanical Engineer:

Core States, Inc.  
1700 W. Industrial Drive, Suite B  
Rogers, AR 72756

.3 Electrical Engineer:

Core States, Inc.  
1700 W. Industrial Drive, Suite B  
Rogers, AR 72756

§ 1.1.11.2 Consultants retained under Supplemental Services:

None at this time

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§ 1.1.12 Other Initial Information on which the Agreement is based:

None at this time

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Hundred Thousand Dollars (\$ 100,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

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User Notes:

(1902932015)

than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4 Workers' Compensation at statutory limits.**

**§ 2.5.5 Employers' Liability** with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) each employee, and One Million Dollars (\$ 1,000,000 ) policy limit.

**§ 2.5.6 Professional Liability** covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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### **§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

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further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.



**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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**§ 3.6.5 Changes in the Work**

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of entities providing bids or proposals;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

*(Paragraphs deleted)*

- .1 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .2 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

*(Paragraphs deleted)*

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

*(Paragraph deleted)*

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs

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of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

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regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration

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Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of dispute resolution shall be the following:  
(Check the appropriate box.)

(Paragraph deleted)

☒ [ x ] Litigation in a court of competent jurisdiction in Benton County, AR.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

Not applicable

.2 Percentage Basis  
(Insert percentage value)

Six & one-half percent ( 6.5 ) % of the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

Not applicable

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly as shown on the attached Hourly Rate Sheet

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Hourly as shown on the attached Hourly Rate Sheet

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent ( 20 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

|                              |             |           |     |    |
|------------------------------|-------------|-----------|-----|----|
| Schematic Design Phase       | Fifteen     | percent ( | 15  | %) |
| Design Development Phase     | Twenty      | percent ( | 20  | %) |
| Construction Documents Phase | Forty       | percent ( | 40  | %) |
| Procurement Phase            | Five        | percent ( | 05  | %) |
| Construction Phase           | Twenty      | percent ( | 20  | %) |
| Total Basic Compensation     | one hundred | percent ( | 100 | %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to attached Hourly Rate Sheet

| Employee or Category | Rate (\$0.00) |
|----------------------|---------------|
|----------------------|---------------|

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 authorized out-of-town travel and subsistence;
- .2 dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

*(Paragraph deleted)*

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:  
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

None at this time

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

Maximum allowed by law

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

None at this time

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect  
*(Paragraph deleted)*

.3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ x ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

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Hourly Rate Sheet

- 4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

None at this time

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

City of Bentonville, AR

Hight Jackson Associates PA

OWNER (Signature)

Stephanie Orman, Mayor City of Bentonville  
(Printed name and title)

Brian T. Jackson, President  
(Printed name, title, and license number, if required)

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January 1, 2018

## HOURLY RATE SCHEDULE

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|                                                            |                   |
|------------------------------------------------------------|-------------------|
| Architect Principal                                        | \$160.00 / hour   |
| Engineer Principal                                         | \$160.00 / hour   |
| Engineer                                                   | \$140.00 / hour   |
| Intern Engineer ( <i>more than 5 years</i> )               | \$100.00 / hour   |
| Intern Engineer ( <i>less than 5 years</i> )               | \$85.00 / hour    |
| Project Manager                                            | \$120.00 / hour   |
| Architect 1 ( <i>more than 10 years</i> )                  | \$130.00 / hour   |
| Architect 2 ( <i>more than 5, but less than 10 years</i> ) | \$120.00 / hour   |
| Architect 3 ( <i>less than 5 years</i> )                   | \$110.00 / hour   |
| Intern Architect 1 ( <i>more than 5 years</i> )            | \$95.00 / hour    |
| Intern Architect 2 ( <i>less than 5 years</i> )            | \$80.00 / hour    |
| Interior Designer 1                                        | \$95.00 / hour    |
| Interior Designer 2                                        | \$75.00 / hour    |
| CAD Technician 1 ( <i>more than 5 years</i> )              | \$80.00 / hour    |
| CAD Technician 2 ( <i>less than 5 years</i> )              | \$60.00 / hour    |
| Office Administrator                                       | \$60.00 / hour    |
| Secretary 1                                                | \$50.00 / hour    |
| Secretary 2                                                | \$45.00 / hour    |
| Outside Consultants                                        | Direct Cost x 1.2 |
| Reimbursable Expense                                       | Direct Cost       |

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND  
CLERK TO ENTER INTO AN AGREEMENT WITH HIGHT  
JACKSON FOR ARCHITECTURAL SERVICES RELATED  
TO THE CITY OF BENTONVILLE ADMINISTRATIVE  
SERVICES BUILDING.**

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

**Section 1:** That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Hight Jackson for architectural services related to the City of Bentonville Administrative Services Building, as set forth in the agreement attached hereto as Exhibit "A".

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

January 8, 2019

Submitted by:

Jake Harper

Department

Administration

Phone

271-6781

### ACTION REQUIRED:

Budget Adjustment of \$252,000 for architectural services for the Administrative Services Building. The budget adjustment is an estimate and is based upon 6.5% of building costs.

### COST TO CITY:

Cost of this Request: \$252,000

Additional Budget Amount \$252,000

☒ One time amount

☐ Continuing O and M

|                            |    |         |
|----------------------------|----|---------|
| Previously Budgeted        | \$ | -       |
| Funds Expended to Date     |    | -       |
| Remaining Budget           |    | -       |
| Budget Adjustment          |    | 252,000 |
| Remaining After Adjustment | \$ | 252,000 |

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

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



PLEASE RECYCLE







**Date of Request:** January 8, 2019

| Acct Number  | Account Name           | Revenue + ( - ) | Expense + ( - ) | Fund Balance + ( - ) |
|--------------|------------------------|-----------------|-----------------|----------------------|
| 101010-47210 | Plants and Buildingdng | \$0.00          | \$ 252,000.00   | \$ (252,000.00)      |
|              |                        |                 |                 | \$ -                 |
|              |                        |                 |                 | \$ -                 |
|              |                        |                 |                 | \$ -                 |
|              |                        |                 |                 | \$ -                 |
|              |                        |                 |                 | \$ -                 |
|              |                        |                 |                 | \$ -                 |
|              |                        |                 |                 | \$ -                 |
|              |                        |                 |                 | \$ -                 |
|              |                        |                 |                 | \$ -                 |
|              |                        |                 |                 | \$ -                 |
|              | Totals                 | \$ -            | \$ 252,000.00   | \$ (252,000.00)      |

**Justification:**

Budget adjustment is for a contract for architectural services with Hight Jackson which would be for 6.5% of the estimated building cost.

The budget adjustment is just an estimate.

|                     |               |             |             |
|---------------------|---------------|-------------|-------------|
| FOR ACTING USE ONLY |               |             |             |
| Council Action:     | Approved      | Disapproved | Other _____ |
| Date:               | Date entered: | By:         |             |

Revised 5/1/07

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*





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

### AGENDA FORM

CITY COUNCIL MEETING OF:

January 8, 2019

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

#### ACTION REQUIRED:

Fire Department Staff recommends Council approve an amendment to CEI's contract for additional work on Station # 7 not to exceed \$7,265.65. No budget adjustment is needed for this expense.

#### 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





## **Inter-office Memorandum**

To: Mayor Orman and City Council  
From: Brent Boydston, Fire Chief  
CC: Camille Thompson, Staff Attorney, Jake Harper, Finance Director  
Date: January 8, 2019  
Re: Amendment to CEI's

---

Fire Department Staff recommends Council approve an amendment to CEI's contract for work on Station # 7.

The added work on the project is not to exceed (NTE) \$7,265.65.

This will not require a budget adjustment. The dirt work portion of the project came in under budget. The funds from the dirt work will be used to offset this expense.





## EXTRA WORK AUTHORIZATION

☒ ADDITIONAL WORK

☐ CHANGE IN SCOPE OF SERVICES

WORK WILL BE PERFORMED UNDER THE SAME TERMS & CONDITIONS AS IN ORIGINAL AGREEMENT: UNLESS OTHERWISE STATED

THESE SERVICES WERE VERBALLY DIRECTED AND/OR APPROVED BY:

DATE: 12/7/18  
CLIENT: The City of Bentonville  
PROJECT NAME: Bentonville Fire Station #7  
CLIENT CONTACT: Brent Boydston  
PROJECT NO.: 30661.0  
PROJECT MANAGER: Jacob Shy  
DATE OF CURRENT CONTRACT: 03/14/2018

Description of Services: Due to on site underground utilities, previously not identified on the site survey, plan revisions were required to make accommodations for the water and electric main. These plan revisions were necessary, following approval of plans by planning commission. Said drawings revisions and additional coordination caused construction administration fees to be exhausted. Services in the quoted fee include required observation, record survey, the aforementioned drawings, as well as final walkthrough as construction is completed.

Compensation: NTE \$7,265.65

*If this Authorization is not executed within 30 days, it becomes null and void. This Authorization is only valid if addressed and executed by the authorized signature of the original contracted entity or its assignment as approved per the original contract Terms and Conditions.*

Agreed to by CEI ENGINEERING ASSOCIATES, INC.

Agreed to on this date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Company Authorized Representative & Title)

\_\_\_\_\_  
Distribution:

\_\_\_\_\_  
(Signature)

### PLEASE SIGN & RETURN ORIGINAL

☐ CALIFORNIA  
7543 N. Ingram Avenue  
Suite 107  
Fresno, CA 93711  
(559) 447-3119  
(559) 447-3129 FAX

☐ TEXAS – DALLAS  
TriWest Plaza  
3030 LBJ Freeway, Suite 100  
Dallas, TX 75234  
(972) 488-3737  
(972) 488-6732 FAX

☐ TEXAS – HOUSTON  
4800 Sugar Grove Boulevard  
Suite 316  
Stafford, TX 77477  
(281) 494-0360  
(281) 494-0309 FAX

☐ ARKANSAS  
3108 SW Regency Parkway  
Suite 2  
Bentonville, AR 72712  
(479) 273-9472  
(479) 273-0844 FAX

☐ MINNESOTA  
2025 Centre Point Boulevard  
Suite 210  
Mendota Heights, MN 55120  
(651) 452-8960  
(651) 452-1149 FAX

☐ PENNSYLVANIA  
400 Spruce Street  
Suite 400-A  
Scranton, PA 18503  
(570) 963-0313  
(570) 963-5711 FAX

- A. **Construction Observation and Administration**  
CEI will complete on site observation. Required on site observation includes observation for public utilities, such as sewer connection. Required Administration includes materials submittals, as well as final walkthrough as construction is completed.

Fees ..... \$ 1,830.00

- B. **Record Survey and Drawings**  
Per City of Bentonville requirements, CEI is required to provide record drawings for all projects that are permitting through the Large Scale Development Process. Following completion of the project, CEI will travel to the site to gather "As-Built" elevations of drainage items per City of Bentonville standards.

Fees ..... \$ 3,500.00

- C. **Plan Sheet Updates**  
Due to on site underground utilities, previously not identified on the site survey, plan revisions were required to make accommodations for the water and electric main. These plan revisions were necessary, following approval of plans by planning commission. Said drawings revisions and additional coordination caused construction administration fees to be exhausted. Services below include revisions of the aforementioned drawings.

Fees ..... \$ 1,935.65

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND  
CLERK TO ENTER INTO AN AMENDMENT TO THE  
EXISTING CONTRACT WITH CEI ENGINEERING FOR  
EXTRA WORK RELATED TO FIRE STATION 7.**

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

**Section 1:** That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the existing contract with CEI Engineering for additional work related to Fire Station 7, as set forth in the Extra Work Authorization 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 \_\_\_\_\_, 2019.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK





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

### AGENDA FORM

CITY COUNCIL MEETING OF:

January 8, 2019

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

#### ACTION REQUIRED:

Fire Department Staff recommends Council approve a bid waiver to purchase Power-Cots from Stryker in the amount of \$219,022.56. This is a budgeted item in the 2019 budget.

#### COST TO CITY:

Cost of this Request: \$219,023

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

|                            |    |         |
|----------------------------|----|---------|
| Previously Budgeted        | \$ | 288,000 |
| Funds Expended to Date     |    |         |
| Remaining Budget           |    | 288,000 |
| Budget Adjustment          |    | -       |
| Remaining After Adjustment | \$ | 288,000 |

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

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



## REQUEST FOR WAIVER OF BID

Date 1/8/2019

Requested by: Brent Boydston

Department: Fire

### DESCRIPTION OF REQUEST:

Type of Equipment: Stryker Power Pro XT Ambulance Cot and Loading System

Year & Model: \_\_\_\_\_

Serial # \_\_\_\_\_

To Be Purchased From: Stryker Medical

PO Box 93308

Chicago, IL 60673-3308

Amount: Base Amount: \$ 200,020.60

Tax: \$ 19,001.96

\*Other: \$ 7,500.00

**TOTAL** **\$ 226,522.56**

\* List all other costs:

### JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

Consistency is paramount with our fleet of ambulances. Paramedics work in all the stations, this allows them to know all their equipment is consistent wherever they are working. The FD purchased one of these cots last year in the budget. The other cost (\$7,500.00) will be the installation from a different vendor.

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Director of Finance & Administration

Revised 6-18-99



## Inter-office Memorandum

To: Mayor Orman and City Council  
From: Brent Boydston, Fire Chief  
CC: Camille Thompson, Staff Attorney, Jake Harper, Finance Director, Gladys Shoemake, Purchasing Manager  
Date: January 8, 2019  
Re: Bid Waiver for Stryker Power Cots

---

Fire Department Staff recommends Council approve a bid waiver for \$219,022.56 to Stryker for the purchase of power cots for ambulances.

The only other cost to this purchase is the installation of each power cot system in the ambulances. Each ambulance installation cost is \$1,500.00.

A Stryker Power Pro-XT cot was purchased last year for one ambulance. The budget adjustment is to insure consistency throughout our fleet of ambulances.



## Comprehensive Quotation

Sales Account Manager  
LOGAN CRUSE  
LOGAN.CRUSE@STRYKER.COM  
Cell: 501-920-8824

Remit to:  
Stryker Medical  
P.O. Box 93308  
Chicago, IL 60673-3308

End User Shipping Address  
1298188  
BENTONVILLE FIRE DEPT  
800 SWA ST  
BENTONVILLE, AR 72712-6225

Shipping Address  
1298188  
BENTONVILLE FIRE DEPT  
800 SWA ST  
BENTONVILLE, AR 72712-6225

Billing Address  
1298187  
CITY OF BENTONVILLE  
117 W CENTRAL AVE  
BENTONVILLE, AR 72712-5256

| Customer Contact | Ref Number | Date       | PO Number | Reference Field | Quote Type |
|------------------|------------|------------|-----------|-----------------|------------|
|                  | 6909448    | 10/24/2018 | QUOTE     |                 |            |

| Line # | Quantity | Item Description               | Part #       | Unit Price  | Extended Price | Item Comments |
|--------|----------|--------------------------------|--------------|-------------|----------------|---------------|
| 1.00   | 5        | Power-PRO XT                   | 6506000000   | \$18,478.64 | \$92,393.20    |               |
|        |          | Options                        |              |             |                |               |
|        | 5        | Power-PRO XT                   | 6506000000   | \$18,478.64 | \$92,393.20    |               |
|        | 5        | Dual Wheel Lock                | 6086602010   |             |                |               |
|        | 5        | PR Cot Retaining Post          | 6085033000   |             |                |               |
|        | 5        | Power Pro Standard Components  | 6506026000   |             |                |               |
|        | 5        | XPS Option                     | 6506040000   |             |                |               |
|        | 5        | No Runner/HE O2                | 0054200994   |             |                |               |
|        | 5        | Equipment Hook                 | 6500147000   |             |                |               |
|        | 5        | Power-LOAD Compatible Option   | 6506127000   |             |                |               |
|        | 5        | Knee-Gatch/Trendelenburg       | 6500082000   |             |                |               |
|        | 5        | Retractable Head Section O2    | 6085046000   |             |                |               |
|        | 5        | Pocketed Back Rest Pouch       | 6500130000   |             |                |               |
|        | 5        | Head End Storage Flat          | 6500128000   |             |                |               |
|        | 5        | English Manual                 | 6506600000   |             |                |               |
|        | 5        | 120V AC SMRT Charging Kit      | 6500028000   |             |                |               |
|        | 5        | Short Hook                     | 6060036017   |             |                |               |
|        | 5        | XPS Knee Gatch Bolster Matrss  | 6500003130   |             |                |               |
|        | 5        | Steer Lock Option              | 6506038000   |             |                |               |
|        | 5        | 3 YR X-Frame Powertrain Wrnty  | 7777881669   |             |                |               |
|        | 5        | 2 Yr Bumper to Bumper Warranty | 7777881670   |             |                |               |
|        | 5        | DOM SHIP (NOT HI, AK, PR, GM)  | 0054030000   |             |                |               |
|        | 5        | 3 Stage IV Pole PR Option      | 6500315000   |             |                |               |
|        | 5        | X-RESTRAINT PACKAGE            | 6500001430   |             |                |               |
|        | 5        | STANDARD FOWLER                | 6506012003   |             |                |               |
| 2.00   | 5        | MTS POWER LOAD                 | 639005550001 | \$21,525.48 | \$107,627.40   |               |

Note:

|               |              |
|---------------|--------------|
| Product Total | \$200,020.60 |
| Freight       | \$0.00       |
| Tax           | \$19,001.96  |
| Total         | \$219,022.56 |

Signature: \_\_\_\_\_ Title/Position: \_\_\_\_\_ Date: \_\_\_\_\_

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any rebates or discounts, offered to be provided by Stryker.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE  
CITY CLERK TO PURCHASE STRYKER POWER CARTS  
FOR THE CITY OF BENTONVILLE FIRE DEPARTMENT,  
AND WAIVING THE REQUIREMENT OF COMPETITIVE  
BIDDING.**

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

**Section 1:** That the Mayor and City Clerk be and are hereby authorized to purchase Stryker power cots and ambulance loading system for the Bentonville Fire Department in an amount not to exceed \$219,022.56 as set forth in the attached Exhibit A.

**Section 2:** Because this type of unit has been tested and utilized by department personnel and is currently in operation within the department, and because of the desirability of standardizing equipment for ease and efficiency of use in emergency response, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



| CHECK ALL THAT APPLY                |                   |       |
|-------------------------------------|-------------------|-------|
| <input type="checkbox"/>            | Bid Award         | Bid # |
| <input type="checkbox"/>            | Budget Adjustment |       |
| <input type="checkbox"/>            | Change Order      |       |
| <input type="checkbox"/>            | Informational     |       |
| <input type="checkbox"/>            | Ordinance         |       |
| <input checked="" type="checkbox"/> | Resolution        |       |
| <input type="checkbox"/>            | Other             |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

January 8, 2019

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

#### ACTION REQUIRED:

Fire Department Staff recommends Council approve EMS agreements with City of Cave Springs, City of Centerton, and City of Highfill.

#### 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





## **Inter-office Memorandum**

To: Mayor Orman and City Council  
From: Brent Boydston, Fire Chief  
CC: Camille Thompson, Staff Attorney, Jake Harper, Finance Director  
Date: January 8, 2019  
Re: EMS Agreements with City of Cave Springs, City of Centerton, City of Highfill

---

Fire Department Staff recommends Council approve renegotiated EMS agreements with the City of Cave Springs, City of Centerton, and City of Highfill.

Due to increased run volume in 2018, the compensation has increased for each entity.

- City of Cave Springs compensation increased \$6,400.00.
- City of Centerton compensation increased \$32,000.00.
- City of Highfill compensation increased \$6,000.00.

Benton County's compensation will remain the same, and XNA will continue to pay by the call.

AGREEMENT  
FOR EMERGENCY MEDICAL SERVICES

This Agreement for Emergency Medical Services is entered into on this first day of January, 2019 by and between Cave Springs, Arkansas, hereinafter referred to as "Cave Springs" and the City of Bentonville, Arkansas, hereinafter referred to as "Bentonville".

WHEREAS, A.C.A § 25-20-104 authorizes Cities and Counties to enter into contracts to cooperate or join with each other to provide services; such to specify the responsibilities of all parties; and,

WHEREAS, both parties acknowledge that the continued provision of emergency medical services is crucial for the continued health and safety of the residents of Cave Springs; and,

WHEREAS, there is a need to financially support emergency medical services in Cave Springs; and,

WHEREAS, Cave Springs is willing to financially support Bentonville in providing emergency medical services; and,

WHEREAS, Bentonville is capable of providing emergency medical services to the incorporated areas of Cave Springs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements continued herein, Cave Springs and Bentonville agree as follows:

- 1) Service Area. Bentonville will provide primary paramedic level emergency medical services to the incorporated areas of Cave Springs. Should no Bentonville ambulance be available to respond, every effort will be made to dispatch a neighboring ambulance service.
- 2) Funding. Cave Springs will pay to Bentonville the sum of \$34,400.00 per year for this emergency service. Bentonville will bill Cave Springs for this fee, in four (4) equal installments of \$8,600.00 beginning in March.
- 3) Insurance. Bentonville will secure and maintain insurance sufficient to protect it from claims under the Worker's Compensation Act.
- 4) Non-Discrimination. During the performance of this Agreement, Bentonville agrees it will not discriminate against any employees or applicant because of race, color, religion, sex, or national origin.



- 5) Compliance with Law. Bentonville will comply with all applicable laws, ordinances, and codes of the State and local government related to performance of this agreement, including the Freedom of Information Act.
- 6) Equipment. All Emergency Medical Services Equipment will be maintained in good working condition.
- 7) Term of Agreement. This Agreement will be for a one year term beginning January, 2019 and will automatically renew each following year unless terminated in writing. The provision of this Agreement may be renegotiated annually by the parties.
- 8) Termination. This Agreement may be terminated at any other time by either party upon a sixty (60) day written notice. Notice of termination by Cave Springs shall be sent to the Mayor of Bentonville, 117 West Central Avenue, Bentonville, AR 72712. Notice of termination by Bentonville shall be sent to the Mayor of Cave Springs, P.O. Box 36, Cave Springs, Arkansas 72718.
- 9) Amendment(s). All amendments to this Agreement shall be in writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties hereto.

CITY OF BENTONVILLE

CITY OF CAVE SPRINGS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

AGREEMENT  
FOR EMERGENCY MEDICAL SERVICES

This Agreement for Emergency Medical Services is entered into on this first day of January, 2019 by and between Centerton, Arkansas, hereinafter referred to as "Centerton" and the City of Bentonville, Arkansas, hereinafter referred to as "Bentonville".

WHEREAS, A.C.A § 25-20-104 authorizes Cities and Counties to enter into contracts to cooperate or join with each other to provide services; such to specify the responsibilities of all parties; and,

WHEREAS, both parties acknowledge that the continued provision of emergency medical services is crucial for the continued health and safety of the residents of Centerton; and,

WHEREAS, there is a need to financially support emergency medical services in Centerton; and,

WHEREAS, Centerton is willing to financially support Bentonville in providing emergency medical services; and,

WHEREAS, Bentonville is capable of providing emergency medical services to the incorporated areas of Centerton;

NOW, THEREFORE, in consideration of the mutual covenants and agreements continued herein, Centerton and Bentonville agree as follows:

- 1) Service Area. Bentonville will provide primary paramedic level emergency medical services to the incorporated areas of Centerton. Should no Bentonville ambulance be available to respond, every effort will be made to dispatch a neighboring ambulance service.
- 2) Funding. Centerton will pay to Bentonville the sum of \$156,000.00 per year for this emergency service. Bentonville will bill Centerton quarterly for this fee, in four (4) equal installments of \$39,000.00.
- 3) Insurance. Bentonville will secure and maintain insurance sufficient to protect it from claims under the Worker's Compensation Act.
- 4) Non-Discrimination. During the performance of this Agreement, Bentonville agrees it will not discriminate against any employees or applicant because of race, color, religion, sex, or national origin.
- 5) Compliance with Law. Bentonville will comply with all applicable laws, ordinances, and codes of the State and local government related to performance of this agreement, including the Freedom of Information Act.

- 6) Equipment. All Emergency Medical Services Equipment will be maintained in good working condition.
- 7) Term of Agreement. This Agreement will be for a one year term beginning January, 2019 and will automatically renew each following year unless terminated in writing. The provision of this Agreement may be renegotiated annually by the parties.
- 8) Termination. This Agreement may be terminated at any other time by either party upon a sixty (60) day written notice. Notice of termination by Centerton shall be sent to the Mayor of Bentonville, 117 West Central Avenue, Bentonville, AR 72712. Notice of termination by Bentonville shall be sent to the Mayor of Centerton, PO Box 208, Centerton, Arkansas 72719.
- 9) Amendment(s). All amendments to this Agreement shall be in writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties hereto.

CITY OF BENTONVILLE

CITY OF CENTERTON

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

AGREEMENT  
FOR EMERGENCY MEDICAL SERVICES

This Agreement for Emergency Medical Services is entered into on this first day of January, 2019 by and between Highfill, Arkansas, hereinafter referred to as "Highfill" and the City of Bentonville, Arkansas, hereinafter referred to as "Bentonville".

WHEREAS, A.C.A § 25-20-104 authorizes Cities and Counties to enter into contracts to cooperate or join with each other to provide services; such to specify the responsibilities of all parties; and,

WHEREAS, both parties acknowledge that the continued provision of emergency medical services is crucial for the continued health and safety of the residents of Highfill; and,

WHEREAS, there is a need to financially support emergency medical services in Highfill; and,

WHEREAS, Highfill is willing to financially support Bentonville in providing emergency medical services; and,

WHEREAS, Bentonville is capable of providing emergency medical services to the incorporated areas of Highfill;

NOW, THEREFORE, in consideration of the mutual covenants and agreements continued herein, Highfill and Bentonville agree as follows:

- 1) Service Area. Bentonville will provide primary paramedic level emergency medical services to the incorporated areas of Highfill. Should no Bentonville ambulance be available to respond, every effort will be made to dispatch a neighboring ambulance service.
- 2) Funding. Highfill will pay to Bentonville the sum of \$17,600.00 per year for this emergency service. Bentonville will bill Highfill for this fee, in four (4) equal installments of \$4,400.00 beginning in March.
- 3) Insurance. Bentonville will secure and maintain insurance sufficient to protect it from claims under the Worker's Compensation Act.
- 4) Non-Discrimination. During the performance of this Agreement, Bentonville agrees it will not discriminate against any employees or applicant because of race, color, religion, sex, or national origin.
- 5) Compliance with Law. Bentonville will comply with all applicable laws, ordinances, and codes of the State and local government related to performance of this agreement, including the Freedom of Information Act.



- 6) Equipment. All Emergency Medical Services Equipment will be maintained in good working condition.
- 7) Term of Agreement. This Agreement will be for a one year term beginning January, 2019 and will automatically renew each following year unless terminated in writing. The provision of this Agreement may be renegotiated annually by the parties.
- 8) Termination. This Agreement may be terminated at any other time by either party upon a sixty (60) day written notice. Notice of termination by Highfill shall be sent to the Mayor of Bentonville, 117 West Central Avenue, Bentonville, AR 72712. Notice of termination by Bentonville shall be sent to the Mayor of Highfill, 15036 W. Highway 12, Gentry, Arkansas 72734.
- 9) Amendment(s). All amendments to this Agreement shall be in writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties hereto.

CITY OF BENTONVILLE

CITY OF HIGHFILL

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY  
CLERK TO ENTER INTO AGREEMENTS FOR AMBULANCE  
SERVICE WITH CENTERTON, CAVE SPRINGS AND HIGHFILL.**

**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 enter into agreements for ambulance service with Centerton, Cave Springs and Highfill, as attached hereto as Exhibits.

**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 \_\_\_\_\_ 2019.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

January 8, 2019

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

### ACTION REQUIRED:

City Council approval of:

- (A) A resolution authorizing the Mayor and City Clerk to enter into an agreement with Burns & McDonnell Engineering Company, Inc., for the additional design required for the 8th street project.
- (B) A budget adjustment for the increased funds associated with the additional design work.

### COST TO CITY:

Cost of this Request: \$221,380.00

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





Department: Street

**Date of Request:** January 3, 2019

| <b>Acct Number</b> | <b>Account Name</b>                 | <b>Revenue + ( - )</b> | <b>Expense + ( - )</b> | <b>Fund Balance + ( - )</b> |
|--------------------|-------------------------------------|------------------------|------------------------|-----------------------------|
| 020-3820-331.10-00 | Federal Grants/Federal Direct Grant | \$885,518.00           |                        | \$ 885,518.00               |
| 020-3820-430.73-80 | Improvements other than Bldg/Street |                        | \$1,106,898.00         | \$ (1,106,898.00)           |
|                    |                                     |                        |                        | \$ -                        |
|                    |                                     |                        |                        | \$ -                        |
|                    |                                     |                        |                        | \$ -                        |
|                    |                                     |                        |                        | \$ -                        |
|                    |                                     |                        |                        | \$ -                        |
|                    |                                     |                        |                        | \$ -                        |
|                    |                                     |                        |                        | \$ -                        |
|                    |                                     |                        |                        | \$ -                        |
|                    | <b>Totals</b>                       | \$ 885,518.00          | \$ 1,106,898.00        | \$ (221,380.00)             |

**Justification:**

Budget adjustment for the additional design requirements that were not part of the original agreement and accepting additional reimbursement from Arkansas Transportation and Highway Department once completed, for the 8th street project.

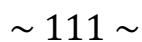
FOR ACTING USE ONLY

Council Action:            Approved    Disapproved    Other \_\_\_\_\_

Date: \_\_\_\_\_ Date entered: \_\_\_\_\_ By: \_\_\_\_\_

Revised 5/1/07

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





# Memorandum



**To:** City Council, Mayor Orman

**From:** Dennis Birge, Transportation Engineer

**Date:** Wednesday, January 02, 2019

**Re:** Supplemental Agreement with Burns & McDonnell Engineering Company, Inc.,  
Additional design for 8<sup>th</sup> Street project, ArDOT Job 090218

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Staff recommends City Council approval of:

- (A) A resolution authorizing the Mayor and City Clerk to enter into an agreement with Burns & McDonnell Engineering Company, Inc., for the additional design required for the 8<sup>th</sup> street project.
- (B) A budget adjustment for the increased funds associated with the additional design work.

This agreement will be reimbursed 80% by the Arkansas Department of Transportation.

Attached you will find the ArDOT approved Supplemental Agreement #5. A summary is provided below:

|                                       |                      |
|---------------------------------------|----------------------|
| Current Contract amount               | \$5,966,106.31       |
| Contract amount including SA#5        | \$7,073,003.85       |
| <br>Total increase to contract        | <br>\$1,106,897.54   |
| 80% ARDOT funded                      | \$ 885,518.03        |
| <b>20% City Of Bentonville funded</b> | <b>\$ 221,379.51</b> |

Please feel free to contact me by email ([dbirge@bentonvillear.com](mailto:dbirge@bentonvillear.com)) or phone (479-271-5964) if you have any questions.

Thank you for your consideration of this request.

**Supplemental Agreement No. 5**  
**Job No. 090218**  
**FAP. No. HHP2-3314(1)**  
**Hwy. 62/102 Intchng. & 8<sup>th</sup> Street Impvts. (Bentonville) P.E.**

**Date:** \_\_\_\_\_

**WHEREAS**, the City of Bentonville, Arkansas and Burns & McDonnell entered into an Agreement for Engineering Services on September 25, 2007; and,

**WHEREAS**, representatives of the City of Bentonville, Arkansas requested work in addition to that defined in the Agreement.

**NOW THEREFORE**, the following modifications will be made to the Agreement to include the additional work requested:

**MODIFICATIONS:**

- 1) The "Contract Ceiling Price" (Section 1.2) is increased from \$5,966,106.31 to \$7,073,003.85.
- 2) The "Title I Services Ceiling Price" (Section 1.12) is increased from \$5,411,187.69 to \$5,501,676.28.
- 3) The "Title II Services Ceiling Price" (Section 1.15) is increased from \$554,918.62 to \$1,571,327.57.
- 4) The fixed fee (Section 3.4) is decreased from \$264,160.37 to \$252,574.29. This modification incorporates a \$12,952.41 adjustment to correct for fixed fee incorrectly applied to Supplemental Agreement No. 4.
- 5) See Attachment A-3 for modifications to the scope of work.
- 6) The Completion Date (Section 17.1) for Title I Services shall be established as March 31, 2018. The project completion date shall be set as March 31, 2020.
- 7) See Attachments B-1 and B-2 for modifications to Appendix A - Justification of fees and costs

**IN WITNESS WHEREOF**, the parties execute this Supplemental Agreement No. 5, to be effective upon the date set out above.

BURNS & MCDONNELL  
ENGINEERING COMPANY, INC.

BY:   
Benjamin J. Biller, P.E.  
Vice President

CITY OF BENTONVILLE, AR

BY: \_\_\_\_\_

\_\_\_\_\_  
Mayor

**Attachment A-3**

**SUPPLEMENTAL AGREEMENT 5  
SCOPE OF WORK  
AHTD Job No. 090218  
FAP Job No. HHP2-3314(1)  
Benton County**

**I. ADDITIONAL SCOPE OF WORK**

The City of Bentonville (City), in cooperation with the Arkansas Department of Transportation (ArDOT), formerly known as the Arkansas State Highway and Transportation Department (AHTD), and the Federal Highway Administration (FHWA), is proposing to design the 8<sup>th</sup> Street Improvements Project in Benton County, Arkansas as Job No. 090218. The job was ultimately divided into two construction projects: Job No. 090376 consisting primarily of 8<sup>th</sup> Street improvements from Moberly Lane to I-49 and a new interchange at 8<sup>th</sup> Street and I-49 and Job No. 090377 consisting of improvements along 8<sup>th</sup> Street from SW I Street to Moberly Lane. The design and engineering services for both Jobs 090376 and 090377 are included under Job 090218. In addition to the work defined in the Original Agreement and Supplemental Agreements No. 1, 2, 3, and 4 for Job No. 090218, the 8<sup>th</sup> Street Improvements Project shall also include engineering services for the following:

**7. ADDITIONAL INFORMATION & TITLE I SERVICES TO BE PROVIDED BY THE CONSULTANT.**

1. Bid Services (Water & Sewer Relocations – Re-bid Documents)  
Revise previously completed water and sewer relocation plans, specifications, and contract documents to separate the original single project into three separate projects. Specific tasks include:
  - a. Plan Revisions to separate contracts (USI)
  - b. Revisions to Specifications and Contract Documents to separate contracts (USI)
  - c. Revise Construction Cost Estimates (USI)
  - d. Meetings w/ City & Others on Separation of Contracts (BMcD & USI)
  - e. Advertisement for Bids & Notifications to Contractors (BMcD & USI)
  - f. Dispense Plans & Maintain Records (BMcD & USI)
  - g. Addendums / Request For Information (BMcD & USI)
  - h. Prepare for, Attend & Document Pre-Bid Meeting (BMcD & USI)
  - i. Attend Bid Opening & Tabulate Bids (BMcD & USI)
  - j. Evaluate Bids & Recommend Award (BMcD & USI)
  - k. Prepare Construction Contracts (BMcD & USI)
  - l. Issue Notice of Award (BMcD & USI)

**9. ADDITIONAL TITLE II SERVICES TO BE PROVIDED BY THE CONSULTANT**

1. Additional Design Services during Construction Phase (Job 090376)
  - a. MOT plan changes were requested to eliminate the detour and allow for Ramp 2 and Ramp 3 at Highway 62/102 to be constructed under traffic. These changes were made to the MOT Details and updating cross-sections and quantities.
  - b. The limits of the project were expanded west of Moberly Avenue to provide a transition from the improvements east of Moberly.

2. Additional Construction Phase Services (Job 090377) – Water/Sewer Relocations
    - a. Construction contracts have been extended due to weather and other delays requiring engineer's services to be extended. Contract Section I has required 83 additional days extending their completion date from Dec. 5, 2017 to Feb. 26, 2018. Contract Section II has required 83 additional days as well, extending that contract from Feb. 26, 2018 to May 21, 2018. The engineer is requesting the equivalent of 118 days of field representative and associated services related to these delays.
  3. Construction Phase Services (Job 090377) – Roadway
    - a. Prepare and submit Stormwater Pollution Prevention Plan (SWPPP)
    - b. Prepare list of contractor's shop drawings/submittals
    - c. Prepare for, attend, and document preconstruction meeting
    - d. Coordinate survey subcontractor for benchmarks & control
    - e. Prepare CAD point files for contractor
    - f. City coordination meetings (utilities, street closures, driveway closures, etc.)
    - g. Review contractor schedules
    - h. Submittal review
    - i. Project progress meetings
    - j. Review and process monthly pay requests
    - k. Change order review and management
    - l. Provide resident inspector
    - m. Engineer site visits and support of resident inspector and City
    - n. Contractor RFI review and response
    - o. Prepare and submit weekly progress reports
    - p. Project walk-thru for Issuance of Certificate of Substantial Completion
    - q. Final Inspection and Issuance of Certificate of Final Completion
    - r. Coordination between Owner and ArDOT
    - s. Prepare Record Drawings
  4. Significant plan revisions due to differing site conditions encountered during construction will be addressed on a case by case basis and may require additional payment.
13. ADDITIONAL DELIVERABLES
1. Revised bid documents for water and sewer relocation.



City of Bentonville  
 Benton County/ 8th Street Improvements  
 Burns & McDonnell Engineering Company  
 March 5, 2018



**Attachment B-1**

**Recapitulation of Fee Estimate - Supplemental Agreement No. 5 (Title I Services)**

**SALARY COSTS**

| Classification                         | Total<br>Man Hours | Current<br>Rate     | Direct<br>Salary<br>Cost |
|----------------------------------------|--------------------|---------------------|--------------------------|
| Project Manager                        | 56                 | \$ 60.00            | \$ 3,360.00              |
| Senior Engineer                        | 8                  | \$ 52.00            | \$ 416.00                |
| Staff Engineer                         | 0                  | \$ 38.00            | \$ -                     |
| GIS / CADD Technician                  | 16                 | \$ 32.00            | \$ 512.00                |
| <hr/>                                  |                    |                     |                          |
| Total Hours                            | 80                 |                     |                          |
| Salary Costs                           |                    |                     | \$ 4,288.00              |
| <br>                                   |                    |                     |                          |
| No Escalation                          |                    |                     | \$ -                     |
| <br>                                   |                    |                     |                          |
| Total Direct Salary                    |                    |                     | \$ 4,288.00              |
| <br>                                   |                    |                     |                          |
| Overhead Rate                          |                    | 218.64%             |                          |
| Overhead                               |                    |                     | \$ 9,375.28              |
| <br>                                   |                    |                     |                          |
| <b>Total Direct Labor and Overhead</b> |                    |                     | <b>\$ 13,663.28</b>      |
| Fixed Fee                              |                    |                     | \$ 1,366.33              |
| <br>                                   |                    |                     |                          |
| <b>Direct Expenses</b>                 | <b>Rate</b>        | <b>No. of Units</b> |                          |
| Mileage                                | \$ 0.535           | 160                 | \$ 85.60                 |
| <b>Total Direct Expenses</b>           |                    |                     | <b>\$ 85.60</b>          |
| <br>                                   |                    |                     |                          |
| <b>Burns &amp; McDonnell Base Fee</b>  |                    |                     | <b>\$ 15,115.21</b>      |
| <br>                                   |                    |                     |                          |
| <b>Subconsultant Fees</b>              |                    |                     |                          |
| USI (Additional Bid Services)          |                    |                     | \$ 75,373.38             |
| <b>Total Subcontant Fees</b>           |                    |                     | <b>\$ 75,373.38</b>      |
| <br>                                   |                    |                     |                          |
| <b>TOTAL ESTIMATE OF MAXIMUM FEE</b>   |                    |                     | <b>\$ 90,488.59</b>      |

Note 1: Supplemental Agreement #4 incorrectly added Fixed Fee derived from Title II Services included in that supplemental agreement. The correction amount resolves this error. The total Title II Services amount remains unaffected.

City of Bentonville  
 Benton County/ 8th Street Improvements  
 Burns & McDonnell Engineering Company  
 March 5, 2018



**Attachment B-2**

**Recapitulation of Fee Estimate - Supplemental Agreement No. 5 (Title II Services)**

**SALARY COSTS**

| <b>Classification</b> | <b>Total<br/>Man Hours</b> | <b>Current<br/>Rate</b> | <b>Direct<br/>Salary<br/>Cost</b> |
|-----------------------|----------------------------|-------------------------|-----------------------------------|
| Project Manager       | 396                        | \$ 60.00                | \$ 23,760.00                      |
| Senior Engineer       | 150                        | \$ 52.00                | \$ 7,800.00                       |
| Staff Engineer        | 225                        | \$ 38.00                | \$ 8,550.00                       |
| GIS / CADD Technician | 320                        | \$ 32.00                | \$ 10,240.00                      |

|              |      |    |           |
|--------------|------|----|-----------|
| Total Hours  | 1091 |    |           |
| Salary Costs |      | \$ | 50,350.00 |

|               |  |    |   |
|---------------|--|----|---|
| No Escalation |  | \$ | - |
|---------------|--|----|---|

|                     |  |    |           |
|---------------------|--|----|-----------|
| Total Direct Salary |  | \$ | 50,350.00 |
|---------------------|--|----|-----------|

|                     |      |    |            |
|---------------------|------|----|------------|
| Title II Multiplier | 3.51 |    |            |
| Labor Subtotal      |      | \$ | 176,728.50 |

|                                        |  |           |                   |
|----------------------------------------|--|-----------|-------------------|
| <b>Total Direct Labor and Overhead</b> |  | <b>\$</b> | <b>176,728.50</b> |
|----------------------------------------|--|-----------|-------------------|

**Direct Expenses**

|                              |          |              |     |           |               |
|------------------------------|----------|--------------|-----|-----------|---------------|
| Mileage                      | \$ 0.545 | No. of Units | 200 | \$        | 109.00        |
| <b>Total Direct Expenses</b> |          |              |     | <b>\$</b> | <b>109.00</b> |

|                                       |  |           |                   |
|---------------------------------------|--|-----------|-------------------|
| <b>Burns &amp; McDonnell Base Fee</b> |  | <b>\$</b> | <b>176,837.50</b> |
|---------------------------------------|--|-----------|-------------------|

**Subconsultant Fees**

|                                |  |           |                   |
|--------------------------------|--|-----------|-------------------|
| USI (090377 Title II Services) |  | <b>\$</b> | <b>839,571.45</b> |
|--------------------------------|--|-----------|-------------------|

|                              |  |           |                   |
|------------------------------|--|-----------|-------------------|
| <b>Total Subcontant Fees</b> |  | <b>\$</b> | <b>839,571.45</b> |
|------------------------------|--|-----------|-------------------|

|                                      |  |           |                     |
|--------------------------------------|--|-----------|---------------------|
| <b>TOTAL ESTIMATE OF MAXIMUM FEE</b> |  | <b>\$</b> | <b>1,016,408.95</b> |
|--------------------------------------|--|-----------|---------------------|

| BURNS & MCDONNELL ENGINEERING COMPANY                                        |   |   |   |   |   |   |   |   |   |
|------------------------------------------------------------------------------|---|---|---|---|---|---|---|---|---|
| ATTACHMENT B-1                                                               |   |   |   |   |   |   |   |   |   |
| PROJECT ESTIMATING SHEET/SLIP AGREEMENT NO. 5 (Tab. I & II Screen)           |   |   |   |   |   |   |   |   |   |
| Bib Street Improvements - Highway 77 in SW 7 Street                          |   |   |   |   |   |   |   |   |   |
| March 1, 2018                                                                |   |   |   |   |   |   |   |   |   |
| Client: Bensenville, AR                                                      |   |   |   |   |   |   |   |   |   |
| EXPENSES                                                                     |   |   |   |   |   |   |   |   |   |
| (Days)                                                                       |   |   |   |   |   |   |   |   |   |
| (Sheet)                                                                      |   |   |   |   |   |   |   |   |   |
| Reproduction and Printing                                                    |   |   |   |   |   |   |   |   |   |
| Plotting (22" X 34" Sheet)                                                   |   |   |   |   |   |   |   |   |   |
| Plotting (11" X 17" Sheet)                                                   |   |   |   |   |   |   |   |   |   |
| Long Distance Phone/Fax                                                      |   |   |   |   |   |   |   |   |   |
| Sprinkler to Bensenville                                                     |   |   |   |   |   |   |   |   |   |
| Mileage (12 miles per trip)                                                  |   |   |   |   |   |   |   |   |   |
| TOTAL HOURS                                                                  |   |   |   |   |   |   |   |   |   |
| Administrative Support                                                       |   |   |   |   |   |   |   |   |   |
| Public Involvement                                                           |   |   |   |   |   |   |   |   |   |
| Socio-Economics Specialist                                                   |   |   |   |   |   |   |   |   |   |
| Air & Noise Specialist                                                       |   |   |   |   |   |   |   |   |   |
| Water Quality                                                                |   |   |   |   |   |   |   |   |   |
| Cultural Resources Specialist                                                |   |   |   |   |   |   |   |   |   |
| TAB Species Specialist                                                       |   |   |   |   |   |   |   |   |   |
| Wetlands Specialist                                                          |   |   |   |   |   |   |   |   |   |
| Scientist                                                                    |   |   |   |   |   |   |   |   |   |
| Assistant Environmental Scientist                                            |   |   |   |   |   |   |   |   |   |
| GIS / CAD Technician                                                         |   |   |   |   |   |   |   |   |   |
| Staff Engineer                                                               |   |   |   |   |   |   |   |   |   |
| Senior Engineer                                                              |   |   |   |   |   |   |   |   |   |
| Project Manager                                                              |   |   |   |   |   |   |   |   |   |
| Principal                                                                    |   |   |   |   |   |   |   |   |   |
| Historical LLC                                                               |   |   |   |   |   |   |   |   |   |
| Terracon                                                                     |   |   |   |   |   |   |   |   |   |
| B & F Survey                                                                 |   |   |   |   |   |   |   |   |   |
| USI                                                                          |   |   |   |   |   |   |   |   |   |
| Burns & McDonnell                                                            |   |   |   |   |   |   |   |   |   |
| Responsibility Levels:                                                       |   |   |   |   |   |   |   |   |   |
| 1 = Primary                                                                  |   |   |   |   |   |   |   |   |   |
| 2 = Secondary                                                                |   |   |   |   |   |   |   |   |   |
| 3 = Support                                                                  |   |   |   |   |   |   |   |   |   |
| Tasks                                                                        |   |   |   |   |   |   |   |   |   |
| <b>1 Title I - Bid Phase Services (Water &amp; Sewer Relocation Re-Bids)</b> |   |   |   |   |   |   |   |   |   |
| 1.1 Advertisement for Bids & Notifications to Contractors                    | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1.2 Disburse Plans & Maintain Records                                        | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1.3 Addendums / RFI                                                          | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1.4 Attend & Document Pre-Bid Meeting                                        | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1.5 Answer Bids & Questions                                                  | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1.6 Evaluate Bids & Recommend Award                                          | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1.7 Prepare Construction Contracts                                           | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 1.8 Issue Notice of Award                                                    | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| <b>TOTAL MANHOURS-TITLE I</b>                                                |   |   |   |   |   |   |   |   |   |
| <b>2 Title II - Construction Phase Services (Job 090376 &amp; 090377)</b>    |   |   |   |   |   |   |   |   |   |
| 2.1 Prepare for and attend Preconstruction Meeting                           | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2.2 Project progress meetings                                                | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2.3 Engineer site visits and support of resident inspector and City          | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2.4 Engineer Value Engineering                                               | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2.5 Coordination between Owner and ARDOT                                     | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2.6 General oversight of Subcontractant work                                 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2.7 Progress reports and billing                                             | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2.8 MCI Plan Changes for Hwy. 60/122 Ramp 2 and Ramp 3                       | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2.9 Design and Plan Changes for Mobility and West of Mobility                | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| <b>TOTAL MANHOURS-TITLE II</b>                                               |   |   |   |   |   |   |   |   |   |
| <b>TOTAL MANHOURS-TITLE I &amp; II</b>                                       |   |   |   |   |   |   |   |   |   |

| City of Bentonville, Arkansas                                                                                                                           |                 |                 |                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|------------------|
| <b>Hwy 62/102 Intchng. &amp; 8th Street Improvements. (Bentonville) P.E.</b>                                                                            |                 |                 |                  |
| USI Consulting Engineers, Inc.                                                                                                                          |                 |                 |                  |
| Manhower Estimate: Title I Design, Bid Services - Supplemental Agreement No. 5 to Split Original Bid into 3 Contracts and Re-Bid Each Separate Contract |                 |                 |                  |
| ArDOT Project No. 090218                                                                                                                                |                 |                 |                  |
| Federal Aid Project No. HHP2-3314(1)                                                                                                                    |                 |                 |                  |
| 4/9/2018                                                                                                                                                |                 |                 |                  |
| <b>Direct Labor Costs</b>                                                                                                                               |                 |                 |                  |
| Job Classification                                                                                                                                      | Estimated Hours | Hourly Raw Rate | Extension        |
| Engineer X                                                                                                                                              | 115.5           | \$ 94.75        | \$ 10,943.63     |
| Engineer VIII                                                                                                                                           | 7               | \$ 77.75        | \$ 544.25        |
| Engineer VII                                                                                                                                            | 0               | \$ 65.00        | \$ -             |
| Engineer VI                                                                                                                                             | 0               | \$ 55.00        | \$ -             |
| Engineer V                                                                                                                                              | 0               | \$ 48.00        | \$ -             |
| Engineer IV                                                                                                                                             | 0               | \$ 39.00        | \$ -             |
| Engineer III                                                                                                                                            | 0               | \$ 32.00        | \$ -             |
| Engineer II                                                                                                                                             | 0               | \$ 26.00        | \$ -             |
| Engineer I                                                                                                                                              | 83.75           | \$ 24.00        | \$ 2,010.00      |
| Engineering Technician V                                                                                                                                | 155             | \$ 35.00        | \$ 5,425.00      |
| Engineering Technician IV                                                                                                                               | 0               | \$ 30.00        | \$ -             |
| Engineering Technician III                                                                                                                              | 0.5             | \$ 21.75        | \$ 10.88         |
| Engineering Technician II                                                                                                                               | 0               | \$ 17.00        | \$ -             |
| Engineering Technician I                                                                                                                                | 0               | \$ 12.00        | \$ -             |
| Executive Assistant                                                                                                                                     | 0               | \$ 26.00        | \$ -             |
| Administrative III                                                                                                                                      | 0               | \$ 20.00        | \$ -             |
| Administrative II                                                                                                                                       | 0               | \$ 16.00        | \$ -             |
| Administrative I                                                                                                                                        | 74.5            | \$ 12.25        | \$ 912.63        |
| Total USI Labor Hours                                                                                                                                   | 436.25          |                 |                  |
| Subtotal Raw Labor                                                                                                                                      |                 | \$              | 19,846.39        |
| Forward Pricing                                                                                                                                         |                 |                 |                  |
| Total Direct Salary                                                                                                                                     |                 | \$              | 19,846.39        |
| Overhead Rate - 154.11%                                                                                                                                 |                 | \$              | 30,585.27        |
| Subtotal Labor Plus Overhead                                                                                                                            |                 | \$              | 50,431.66        |
| Professional Fee                                                                                                                                        |                 | \$              | 5,043.17         |
| <b>Total Labor Costs</b>                                                                                                                                |                 | \$              | <b>55,474.83</b> |
| <b>Detailed Other Direct Costs</b>                                                                                                                      |                 |                 |                  |
|                                                                                                                                                         | Number of Units | Cost Per Unit   | Extension        |
| Postage/Courier                                                                                                                                         |                 |                 |                  |
| Postage                                                                                                                                                 | 0 oz.           | \$ 0.49         | \$ -             |
| Courier (FedEX)                                                                                                                                         | 4 ea.           | \$ 25.00        | \$ 100.00        |
| Communications - Long Distance & Conference Calls                                                                                                       | Lump Sum        |                 | \$ -             |
| Travel - Meetings                                                                                                                                       |                 |                 |                  |
| Mileage                                                                                                                                                 | 480 mi.         | \$ 0.535        | \$ 256.80        |
| Lodging                                                                                                                                                 | 0 day           | \$ 76.00        | \$ -             |
| Food                                                                                                                                                    | 0 day           | \$ 39.00        | \$ -             |
| Incidentals                                                                                                                                             | 0 day           | \$ 5.00         | \$ -             |
| Printing/Reproduction                                                                                                                                   |                 |                 |                  |
| 8.5x11 Black & White                                                                                                                                    | 15,692 ea.      | \$ 0.05         | \$ 784.60        |
| 8.5x11 Color                                                                                                                                            | 0 ea.           | \$ 0.50         | \$ -             |
| 11x17 Black & White                                                                                                                                     | 0 ea.           | \$ 0.10         | \$ -             |
| 11x17 Color                                                                                                                                             | 0 ea.           | \$ 1.00         | \$ -             |
| Black & White Card Stock                                                                                                                                | 0 ea.           | \$ 0.25         | \$ -             |
| Color Card Stock                                                                                                                                        | 0 ea.           | \$ 0.85         | \$ -             |
| Black & White Printing                                                                                                                                  | 15,296 s.f.     | \$ 0.09         | \$ 1,376.64      |
| Color Printing                                                                                                                                          | 0 s.f.          | \$ 1.00         | \$ -             |
| Black & White Scanning                                                                                                                                  | 0 s.f.          | \$ 0.25         | \$ -             |
| Color Scanning                                                                                                                                          | 0 s.f.          | \$ 5.00         | \$ -             |
| Mounting Boards (3/16")                                                                                                                                 | 0 s.f.          | \$ 3.00         | \$ -             |
| Laminating (Large Scale)                                                                                                                                | 0 s.f.          | \$ 1.00         | \$ -             |
| Binding                                                                                                                                                 | 0 ea.           | \$ 1.50         | \$ -             |
| Other Direct Costs                                                                                                                                      |                 |                 |                  |
| Survey Supplies                                                                                                                                         | Lump Sum        |                 | \$ -             |
|                                                                                                                                                         |                 |                 | \$ -             |
|                                                                                                                                                         |                 |                 | \$ -             |
| <b>Total Other Direct Costs</b>                                                                                                                         |                 | \$              | <b>2,518.04</b>  |
| <b>TOTAL COST</b>                                                                                                                                       |                 | \$              | <b>57,992.87</b> |



## Hwy. 62/102 Improvements, 4th Street Impmts. (Bartlesville) P.E.

CSE Consulting and Planning, Inc.

## Title 1 Bids Services - Water &amp; Sewer Rehabilitation - 4th St into 3 Construction Contracts &amp; Related CS 1 &amp; 2

4/20/18

| Bid Services - Water & Sewer Rehabilitation |  | 2 |  | 3 |  | 4 |  | 5 |  | 6 |  | 7 |  | 8 |  | 9 |  | 10 |  | 11 |  | 12 |  | 13 |  | 14 |  | 15 |  | 16 |  | 17 |  | 18 |  | 19 |  | 20 |  | 21 |  | 22 |  | 23 |  | 24 |  | 25 |  | 26 |  | 27 |  | 28 |  | 29 |  | 30 |  | 31 |  | 32 |  | 33 |  | 34 |  | 35 |  | 36 |  | 37 |  | 38 |  | 39 |  | 40 |  | 41 |  | 42 |  | 43 |  | 44 |  | 45 |  | 46 |  | 47 |  | 48 |  | 49 |  | 50 |  | 51 |  | 52 |  | 53 |  | 54 |  | 55 |  | 56 |  | 57 |  | 58 |  | 59 |  | 60 |  | 61 |  | 62 |  | 63 |  | 64 |  | 65 |  | 66 |  | 67 |  | 68 |  | 69 |  | 70 |  | 71 |  | 72 |  | 73 |  | 74 |  | 75 |  | 76 |  | 77 |  | 78 |  | 79 |  | 80 |  | 81 |  | 82 |  | 83 |  | 84 |  | 85 |  | 86 |  | 87 |  | 88 |  | 89 |  | 90 |  | 91 |  | 92 |  | 93 |  | 94 |  | 95 |  | 96 |  | 97 |  | 98 |  | 99 |  | 100 |  | 101 |  | 102 |  | 103 |  | 104 |  | 105 |  | 106 |  | 107 |  | 108 |  | 109 |  | 110 |  | 111 |  | 112 |  | 113 |  | 114 |  | 115 |  | 116 |  | 117 |  | 118 |  | 119 |  | 120 |  | 121 |  | 122 |  | 123 |  | 124 |  | 125 |  | 126 |  | 127 |  | 128 |  | 129 |  | 130 |  | 131 |  | 132 |  | 133 |  | 134 |  | 135 |  | 136 |  | 137 |  | 138 |  | 139 |  | 140 |  | 141 |  | 142 |  | 143 |  | 144 |  | 145 |  | 146 |  | 147 |  | 148 |  | 149 |  | 150 |  | 151 |  | 152 |  | 153 |  | 154 |  | 155 |  | 156 |  | 157 |  | 158 |  | 159 |  | 160 |  | 161 |  | 162 |  | 163 |  | 164 |  | 165 |  | 166 |  | 167 |  | 168 |  | 169 |  | 170 |  | 171 |  | 172 |  | 173 |  | 174 |  | 175 |  | 176 |  | 177 |  | 178 |  | 179 |  | 180 |  | 181 |  | 182 |  | 183 |  | 184 |  | 185 |  | 186 |  | 187 |  | 188 |  | 189 |  | 190 |  | 191 |  | 192 |  | 193 |  | 194 |  | 195 |  | 196 |  | 197 |  | 198 |  | 199 |  | 200 |  | 201 |  | 202 |  | 203 |  | 204 |  | 205 |  | 206 |  | 207 |  | 208 |  | 209 |  | 210 |  | 211 |  | 212 |  | 213 |  | 214 |  | 215 |  | 216 |  | 217 |  | 218 |  | 219 |  | 220 |  | 221 |  | 222 |  | 223 |  | 224 |  | 225 |  | 226 |  | 227 |  | 228 |  | 229 |  | 230 |  | 231 |  | 232 |  | 233 |  | 234 |  | 235 |  | 236 |  | 237 |  | 238 |  | 239 |  | 240 |  | 241 |  | 242 |  | 243 |  | 244 |  | 245 |  | 246 |  | 247 |  | 248 |  | 249 |  | 250 |  | 251 |  | 252 |  | 253 |  | 254 |  | 255 |  | 256 |  | 257 |  | 258 |  | 259 |  | 260 |  | 261 |  | 262 |  | 263 |  | 264 |  | 265 |  | 266 |  | 267 |  | 268 |  | 269 |  | 270 |  | 271 |  | 272 |  | 273 |  | 274 |  | 275 |  | 276 |  | 277 |  | 278 |  | 279 |  | 280 |  | 281 |  | 282 |  | 283 |  | 284 |  | 285 |  | 286 |  | 287 |  | 288 |  | 289 |  | 290 |  | 291 |  | 292 |  | 293 |  | 294 |  | 295 |  | 296 |  | 297 |  | 298 |  | 299 |  | 300 |  | 301 |  | 302 |  | 303 |  | 304 |  | 305 |  | 306 |  | 307 |  | 308 |  | 309 |  | 310 |  | 311 |  | 312 |  | 313 |  | 314 |  | 315 |  | 316 |  | 317 |  | 318 |  | 319 |  | 320 |  | 321 |  | 322 |  | 323 |  | 324 |  | 325 |  | 326 |  | 327 |  | 328 |  | 329 |  | 330 |  | 331 |  | 332 |  | 333 |  | 334 |  | 335 |  | 336 |  | 337 |  | 338 |  | 339 |  | 340 |  | 341 |  | 342 |  | 343 |  | 344 |  | 345 |  | 346 |  | 347 |  | 348 |  | 349 |  | 350 |  | 351 |  | 352 |  | 353 |  | 354 |  | 355 |  | 356 |  | 357 |  | 358 |  | 359 |  | 360 |  | 361 |  | 362 |  | 363 |  | 364 |  | 365 |  | 366 |  | 367 |  | 368 |  | 369 |  | 370 |  | 371 |  | 372 |  | 373 |  | 374 |  | 375 |  | 376 |  | 377 |  | 378 |  | 379 |  | 380 |  | 381 |  | 382 |  | 383 |  | 384 |  | 385 |  | 386 |  | 387 |  | 388 |  | 389 |  | 390 |  | 391 |  | 392 |  | 393 |  | 394 |  | 395 |  | 396 |  | 397 |  | 398 |  | 399 |  | 400 |  | 401 |  | 402 |  | 403 |  | 404 |  | 405 |  | 406 |  | 407 |  | 408 |  | 409 |  | 410 |  | 411 |  | 412 |  | 413 |  | 414 |  | 415 |  | 416 |  | 417 |  | 418 |  | 419 |  | 420 |  | 421 |  | 422 |  | 423 |  | 424 |  | 425 |  | 426 |  | 427 |  | 428 |  | 429 |  | 430 |  | 431 |  | 432 |  | 433 |  | 434 |  | 435 |  | 436 |  | 437 |  | 438 |  | 439 |  | 440 |  | 441 |  | 442 |  | 443 |  | 444 |  | 445 |  | 446 |  | 447 |  | 448 |  | 449 |  | 450 |  | 451 |  | 452 |  | 453 |  | 454 |  | 455 |  | 456 |  | 457 |  | 458 |  | 459 |  | 460 |  | 461 |  | 462 |  | 463 |  | 464 |  | 465 |  | 466 |  | 467 |  | 468 |  | 469 |  | 470 |  | 471 |  | 472 |  | 473 |  | 474 |  | 475 |  | 476 |  | 477 |  | 478 |  | 479 |  | 480 |  | 481 |  | 482 |  | 483 |  | 484 |  | 485 |  | 486 |  | 487 |  | 488 |  | 489 |  | 490 |  | 491 |  | 492 |  | 493 |  | 494 |  | 495 |  | 496 |  | 497 |  | 498 |  | 499 |  | 500 |  | 501 |  | 502 |  | 503 |  | 504 |  | 505 |  | 506 |  | 507 |  | 508 |  | 509 |  | 510 |  | 511 |  | 512 |  | 513 |  | 514 |  | 515 |  | 516 |  | 517 |  | 518 |  | 519 |  | 520 |  | 521 |  | 522 |  | 523 |  | 524 |  | 525 |  | 526 |  | 527 |  | 528 |  | 529 |  | 530 |  | 531 |  | 532 |  | 533 |  | 534 |  | 535 |  | 536 |  | 537 |  | 538 |  | 539 |  | 540 |  | 541 |  | 542 |  | 543 |  | 544 |  | 545 |  | 546 |  | 547 |  | 548 |  | 549 |  | 550 |  | 551 |  | 552 |  | 553 |  | 554 |  | 555 |  | 556 |  | 557 |  | 558 |  | 559 |  | 560 |  | 561 |  | 562 |  | 563 |  | 564 |  | 565 |  | 566 |  | 567 |  | 568 |  | 569 |  | 570 |  | 571 |  | 572 |  | 573 |  | 574 |  | 575 |  | 576 |  | 577 |  | 578 |  | 579 |  | 580 |  | 581 |  | 582 |  | 583 |  | 584 |  | 585 |  | 586 |  | 587 |  | 588 |  | 589 |  | 590 |  | 591 |  | 592 |  | 593 |  | 594 |  | 595 |  | 596 |  | 597 |  | 598 |  | 599 |  | 600 |  | 601 |  | 602 |  | 603 |  | 604 |  | 605 |  | 606 |  | 607 |  | 608 |  | 609 |  | 610 |  | 611 |  | 612 |  | 613 |  | 614 |  | 615 |  | 616 |  | 617 |  | 618 |  | 619 |  | 620 |  | 621 |  | 622 |  | 623 |  | 624 |  | 625 |  | 626 |  | 627 |  | 628 |  | 629 |  | 630 |  | 631 |  | 632 |  | 633 |  | 634 |  | 635 |  | 636 |  | 637 |  | 638 |  | 639 |  | 640 |  | 641 |  | 642 |  | 643 |  | 644 |  | 645 |  | 646 |  | 647 |  | 648 |  | 649 |  | 650 |  | 651 |  | 652 |  | 653 |  | 654 |  | 655 |  | 656 |  | 657 |  | 658 |  | 659 |  | 660 |  | 661 |  | 662 |  | 663 |  | 664 |  | 665 |  | 666 |  | 667 |  | 668 |  | 669 |  | 670 |  | 671 |  | 672 |  | 673 |  | 674 |  | 675 |  | 676 |  | 677 |  | 678 |  | 679 |  | 680 |  | 681 |  | 682 |  | 683 |  | 684 |  | 685 |  | 686 |  | 687 |  | 688 |  | 689 |  | 690 |  | 691 |  | 692 |  | 693 |  | 694 |  | 695 |  | 696 |  | 697 |  | 698 |  | 699 |  | 700 |  | 701 |  | 702 |  | 703 |  | 704 |  | 705 |  | 706 |  | 707 |  | 708 |  | 709 |  | 710 |  | 711 |  | 712 |  | 713 |  | 714 |  | 715 |  | 716 |  | 717 |  | 718 |  | 719 |  | 720 |  | 721 |  | 722 |  | 723 |  | 724 |  | 725 |  | 726 |  | 727 |  | 728 |  | 729 |  | 730 |  | 731 |  | 732 |  | 733 |  | 734 |  | 735 |  | 736 |  | 737 |  | 738 |  | 739 |  | 740 |  | 741 |  | 742 |  | 743 |  | 744 |  | 745 |  | 746 |  | 747 |  | 748 |  | 749 |  | 750 |  | 751 |  | 752 |  | 753 |  | 754 |  | 755 |  | 756 |  | 757 |  | 758 |  | 759 |  | 760 |  | 761 |  | 762 |  | 763 |  | 764 |  | 765 |  | 766 |  | 767 |  | 768 |  | 769 |  | 770 |  | 771 |  | 772 |  | 773 |  | 774 |  | 775 |  | 776 |  | 777 |  | 778 |  | 779 |  | 780 |  | 781 |  | 782 |  | 783 |  | 784 |  | 785 |  | 786 |  | 787 |  | 788 |  | 789 |  | 790 |  | 791 |  | 792 |  | 793 |  | 794 |  | 795 |  | 796 |  | 797 |  | 798 |  | 799 |  | 800 |  | 801 |  | 802 |  | 803 |  | 804 |  | 805 |  | 806 |  | 807 |  | 808 |  | 809 |  | 810 |  | 811 |  | 812 |  | 813 |  | 814 |  | 815 |  | 816 |  | 817 |  | 818 |  | 819 |  | 820 |  | 821 |  | 822 |  | 823 |  | 824 |  | 825 |  | 826 |  | 827 |  | 828 |  | 829 |  | 830 |  | 831 |  | 832 |  | 833 |  | 834 |  | 835 |  | 836 |  | 837 |  | 838 |  | 839 |  | 840 |  | 841 |  | 842 |  | 843 |  | 844 |  | 845 |  | 846 |  | 847 |  | 848 |  | 849 |  | 850 |  | 851 |  | 852 |  | 853 |  | 854 |  | 855 |  | 856 |  | 857 |  | 858 |  | 859 |  | 860 |  | 861 |  | 862 |  | 863 |  | 864 |  | 865 |  | 866 |  | 867 |  | 868 |  | 869 |  | 870 |  | 871 |  | 872 |  | 873 |  | 874 |  | 875 |  | 876 |  | 877 |  | 878 |  | 879 |  | 880 |  | 881 |  | 882 |  | 883 |  | 884 |  | 885 |  | 886 |  | 887 |  | 888 |  | 889 |  | 890 |  | 891 |  | 892 |  | 893 |  | 894 |  | 895 |  | 896 |  | 897 |  | 898 |  | 899 |  | 900 |  | 901 |  | 902 |  | 903 |  | 904 |  | 905 |  | 906 |  | 907 |  | 908 |  | 909 |  | 910 |  | 911 |  | 912 |  | 913 |  | 914 |  | 915 |  | 916 |  | 917 |  | 918 |  | 919 |  | 920 |  | 921 |  | 922 |  | 923 |  | 924 |  | 925 |  | 926 |  | 927 |  | 928 |  | 929 |  | 930 |  | 931 |  | 932 |  | 933 |  | 934 |  | 935 |  | 936 |  | 937 |  | 938 |  | 939 |  | 940 |  | 941 |  | 942 |  | 943 |  | 944 |  | 945 |  | 946 |  | 947 |  | 948 |  | 949 |  | 950 |  | 951 |  | 952 |  | 953 |  | 954 |  | 955 |  | 956 |  | 957 |  | 958 |  | 959 |  | 960 |  | 961 |  | 962 |  | 963 |  | 964 |  | 965 |  | 966 |  | 967 |  | 968 |  | 969 |  | 970 |  | 971 |  | 972 |  | 973 |  | 974 |  | 975 |  | 976 |  | 977 |  | 978 |  | 979 |  | 980 |  | 981 |  | 982 |  | 983 |  | 984 |  | 985 |  | 986 |  | 987 |  | 988 |  | 989 |  | 990 |  | 991 |  | 992 |  | 993 |  | 994 |  | 995 |  | 996 |  | 997 |  | 998 |  | 999 |  | 1000 |  | 1001 |  | 1002 |  | 1003 |  | 1004 |  | 1005 |  | 1006 |  | 1007 |  | 1008 |  | 1009 |  | 1010 |  | 1011 |  | 1012 |  | 1013 |  | 1014 |  | 1015 |  | 1016 |  | 1017 |  | 1018 |  | 1019 |  | 1020 |  | 1021 |  | 1022 |  | 1023 |  | 1024 |  | 1025 |  | 1026 |  | 1027 |  | 1028 |  | 1029 |  | 1030 |  | 1031 |  | 1032 |  | 1033 |  | 1034 |  | 1035 |  | 1036 |  | 1037 |  | 1038 |  | 1039 |  | 1040 |  | 1041 |  | 1042 |  | 1043 |  | 1044 |  | 1045 |  | 1046 |  | 1047 |  | 1048 |  | 1049 |  | 1050 |  | 1051 |  | 1052 |  | 1053 |  | 1054 |  | 1055 |  | 1056 |  | 1057 |  | 1058 |  | 1059 |  | 1060 |  | 1061 |  | 1062 |  | 1063 |  | 1064 |  | 1065 |  | 1066 |  | 1067 |  | 1068 |  | 1069 |  | 1070 |  | 1071 |  | 1072 |  | 1073 |  | 1074 |  | 1075 |  | 1076 |  | 1077 |  | 1078 |  | 1079 |  | 1080 |  | 1081 |  | 1082 |  | 1083 |  | 1084 |  | 1085 |  | 1086 |  | 1087 |  | 1088 |  | 1089 |  | 1090 |  | 1091 |  | 1092 |  | 1093 |  | 1094 |  | 1095 |  | 1096 |  | 1097 |  | 1098 |  | 1099 |  | 1100 |  | 1101 |  | 1102 |  | 1103 |  | 1104 |  | 1105 |  | 1106 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| City of Bentonville, Arkansas                                                       |                 |                 |                  |
|-------------------------------------------------------------------------------------|-----------------|-----------------|------------------|
| Hwy 62/102 Intchn. & 8th Street Improvements. (Bentonville) P.E.                    |                 |                 |                  |
| USI Consulting Engineers, Inc.                                                      |                 |                 |                  |
| Manhower Estimate: Title I Bid Services - Supplemental Agreement No. 5 Re-Bid CS II |                 |                 |                  |
| ArDOT Project No. 090377                                                            |                 |                 |                  |
| Federal Aid Project No. HHP2-3314(1)                                                |                 |                 |                  |
| 4/9/2018                                                                            |                 |                 |                  |
| <b>Direct Labor Costs</b>                                                           |                 |                 |                  |
| Job Classification                                                                  | Estimated Hours | Hourly Raw Rate | Extension        |
| Engineer X                                                                          | 40              | \$ 97.50        | \$ 3,900.00      |
| Engineer VIII                                                                       | 0               | \$ 80.00        | \$ -             |
| Engineer VII                                                                        | 0               | \$ 65.00        | \$ -             |
| Engineer VI                                                                         | 0               | \$ 65.00        | \$ -             |
| Engineer V                                                                          | 0               | \$ 46.00        | \$ -             |
| Engineer IV                                                                         | 0               | \$ 39.00        | \$ -             |
| Engineer III                                                                        | 0               | \$ 32.00        | \$ -             |
| Engineer II                                                                         | 2               | \$ 26.00        | \$ 52.00         |
| Engineer I                                                                          | 4               | \$ 22.00        | \$ 88.00         |
| Engineering Technician V                                                            | 30              | \$ 35.75        | \$ 1,072.50      |
| Engineering Technician IV                                                           | 0               | \$ 30.75        | \$ -             |
| Engineering Technician III                                                          | 0               | \$ 22.50        | \$ -             |
| Engineering Technician II                                                           | 0               | \$ 17.00        | \$ -             |
| Engineering Technician I                                                            | 0               | \$ 12.00        | \$ -             |
| Executive Assistant                                                                 | 0               | \$ 28.50        | \$ -             |
| Administrative III                                                                  | 0               | \$ 20.00        | \$ -             |
| Administrative II                                                                   | 0               | \$ 16.00        | \$ -             |
| Administrative I                                                                    | 36              | \$ 12.75        | \$ 459.00        |
| Total USI Labor Hours                                                               | 112             |                 |                  |
| Subtotal Raw Labor                                                                  |                 | \$              | 5,571.50         |
| Forward Pricing                                                                     |                 |                 |                  |
| Total Direct Salary                                                                 |                 | \$              | 5,571.50         |
| Overhead Rate - 154.11%                                                             |                 | \$              | 8,586.24         |
| Subtotal Labor Plus Overhead                                                        |                 | \$              | 14,157.74        |
| Professional Fee                                                                    |                 | \$              | 1,415.77         |
| <b>Total Labor Costs</b>                                                            |                 | \$              | <b>15,573.51</b> |
| <b>Detailed Other Direct Costs</b>                                                  |                 |                 |                  |
|                                                                                     | Number of Units | Cost Per Unit   | Extension        |
| Postage/Courier                                                                     |                 |                 |                  |
| Postage                                                                             | 0 oz.           | \$ 0.49         | \$ -             |
| Courier (FedEX)                                                                     | 0 ea.           | \$ 25.00        | \$ -             |
| Communications - Long Distance & Conference Calls                                   | Lump Sum        |                 | \$ -             |
| Travel - Meetings                                                                   |                 |                 |                  |
| Mileage                                                                             | 200 mi.         | \$ 0.535        | \$ 107.00        |
| Lodging                                                                             | 0 day           | \$ 76.00        | \$ -             |
| Food                                                                                | 0 day           | \$ 39.00        | \$ -             |
| Incidentals                                                                         | 0 day           | \$ 5.00         | \$ -             |
| Printing/Reproduction                                                               |                 |                 |                  |
| 8.5x11 Black & White                                                                | 7000 ea.        | \$ 0.05         | \$ 350.00        |
| 8.5x11 Color                                                                        | 0 ea.           | \$ 0.50         | \$ -             |
| 11x17 Black & White                                                                 | 500 ea.         | \$ 0.10         | \$ 50.00         |
| 11x17 Color                                                                         | 0 ea.           | \$ 1.00         | \$ -             |
| Black & White Card Stock                                                            | 0 ea.           | \$ 0.25         | \$ -             |
| Color Card Stock                                                                    | ea.             | \$ 0.85         | \$ -             |
| Black & White Printing                                                              | 7500 s.f.       | \$ 0.09         | \$ 675.00        |
| Color Printing                                                                      | 0 s.f.          | \$ 1.00         | \$ -             |
| Black & White Scanning                                                              | 2500 s.f.       | \$ 0.25         | \$ 625.00        |
| Color Scanning                                                                      | 0 s.f.          | \$ 5.00         | \$ -             |
| Mounting Boards (3/16")                                                             | 0 s.f.          | \$ 3.00         | \$ -             |
| Laminating (Large Scale)                                                            | 0 s.f.          | \$ 1.00         | \$ -             |
| Binding                                                                             | 0 ea.           | \$ 1.50         | \$ -             |
| Other Direct Costs                                                                  |                 |                 |                  |
| Survey Supplies                                                                     | Lump Sum        |                 | \$ -             |
|                                                                                     |                 |                 | \$ -             |
|                                                                                     |                 |                 | \$ -             |
| <b>Total Other Direct Costs</b>                                                     |                 | \$              | <b>1,807.00</b>  |
| <b>TOTAL COST</b>                                                                   |                 | \$              | <b>17,380.51</b> |

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| <p align="center"> City of Bentonville, Arkansas<br/> Hwy. 62/102 Intchng. &amp; 8th Street Impvts. (Bentonville) P.E.<br/> USI Consulting Engineers, Inc.<br/> Manhower Estimate: Title II Construction Support Services - Contract Time Extension CS I &amp;<br/> CS II plus Roadway Construction<br/> 4/9/2018 </p> |                 |                 |                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|-------------------|
| <b>Direct Labor Costs</b>                                                                                                                                                                                                                                                                                              |                 |                 |                   |
| Job Classification                                                                                                                                                                                                                                                                                                     | Estimated Hours | Hourly Raw Rate | Extension         |
| Engineer X                                                                                                                                                                                                                                                                                                             | 144             | \$ 100.00       | \$ 14,400.00      |
| Engineer IX                                                                                                                                                                                                                                                                                                            | 0               | \$ 90.00        | \$ -              |
| Engineer VIII                                                                                                                                                                                                                                                                                                          | 264             | \$ 80.00        | \$ 21,120.00      |
| Engineer VII                                                                                                                                                                                                                                                                                                           | 0               | \$ 70.00        | \$ -              |
| Engineer VI                                                                                                                                                                                                                                                                                                            | 0               | \$ 60.00        | \$ -              |
| Engineer V                                                                                                                                                                                                                                                                                                             | 0               | \$ 50.00        | \$ -              |
| Engineer IV                                                                                                                                                                                                                                                                                                            | 432             | \$ 40.00        | \$ 17,280.00      |
| Engineer III                                                                                                                                                                                                                                                                                                           | 964             | \$ 35.00        | \$ 33,740.00      |
| Engineer II                                                                                                                                                                                                                                                                                                            | 6164            | \$ 30.00        | \$ 184,920.00     |
| Engineer I                                                                                                                                                                                                                                                                                                             | 0               | \$ 25.00        | \$ -              |
| Engineering Technician V                                                                                                                                                                                                                                                                                               | 280             | \$ 45.00        | \$ 12,600.00      |
| Engineering Technician IV                                                                                                                                                                                                                                                                                              | 0               | \$ 35.00        | \$ -              |
| Engineering Technician III                                                                                                                                                                                                                                                                                             | 120             | \$ 25.00        | \$ 3,000.00       |
| Engineering Technician II                                                                                                                                                                                                                                                                                              | 0               | \$ 20.00        | \$ -              |
| Engineering Technician I                                                                                                                                                                                                                                                                                               | 0               | \$ 15.00        | \$ -              |
| Executive Assistant                                                                                                                                                                                                                                                                                                    | 0               | \$ 30.00        | \$ -              |
| Administrative III                                                                                                                                                                                                                                                                                                     | 164             | \$ 25.00        | \$ 4,600.00       |
| Administrative II                                                                                                                                                                                                                                                                                                      | 0               | \$ 20.00        | \$ -              |
| Administrative I                                                                                                                                                                                                                                                                                                       | 0               | \$ 15.00        | \$ -              |
| Total USI Labor Hours                                                                                                                                                                                                                                                                                                  | 8552            |                 |                   |
| Subtotal Raw Labor                                                                                                                                                                                                                                                                                                     |                 | \$              | 291,660.00        |
| Forward Pricing                                                                                                                                                                                                                                                                                                        |                 |                 |                   |
| Total Direct Salary                                                                                                                                                                                                                                                                                                    |                 | \$              | 291,660.00        |
| Overhead Rate - 154.11%                                                                                                                                                                                                                                                                                                |                 | \$              | 449,477.23        |
| Subtotal Labor Plus Overhead                                                                                                                                                                                                                                                                                           |                 | \$              | 741,137.23        |
| Professional Fee                                                                                                                                                                                                                                                                                                       |                 | \$              | 74,113.72         |
| <b>Total Labor Costs</b>                                                                                                                                                                                                                                                                                               |                 | \$              | <b>815,250.95</b> |
| <b>Detailed Other Direct Costs</b>                                                                                                                                                                                                                                                                                     |                 |                 |                   |
|                                                                                                                                                                                                                                                                                                                        | Number of Units | Cost Per Unit   | Extension         |
| Postage/Courier                                                                                                                                                                                                                                                                                                        |                 |                 |                   |
| Postage                                                                                                                                                                                                                                                                                                                | 100 oz.         | \$ 0.49         | \$ 49.00          |
| Courier (FedEX)                                                                                                                                                                                                                                                                                                        | 30 ea.          | \$ 25.00        | \$ 750.00         |
| Survey Subcontractor                                                                                                                                                                                                                                                                                                   | Lump Sum        | \$ -            | \$ -              |
| Travel - Meetings                                                                                                                                                                                                                                                                                                      |                 |                 |                   |
| Mileage                                                                                                                                                                                                                                                                                                                | 37200 mi.       | \$ 0.545        | \$ 20,274.00      |
| Lodging                                                                                                                                                                                                                                                                                                                | 0 day           | \$ 76.00        | \$ -              |
| Food                                                                                                                                                                                                                                                                                                                   | 0 day           | \$ 39.00        | \$ -              |
| Incidentals                                                                                                                                                                                                                                                                                                            | 0 day           | \$ 5.00         | \$ -              |
| Printing/Reproduction                                                                                                                                                                                                                                                                                                  |                 |                 |                   |
| 8.5x11 Black & White                                                                                                                                                                                                                                                                                                   | 14000 ea.       | \$ 0.10         | \$ 1,400.00       |
| 8.5x11 Color                                                                                                                                                                                                                                                                                                           | 0 ea.           | \$ 0.50         | \$ -              |
| 11x17 Black & White                                                                                                                                                                                                                                                                                                    | 1600 ea.        | \$ 0.10         | \$ 160.00         |
| 11x17 Color                                                                                                                                                                                                                                                                                                            | 0 ea.           | \$ 1.00         | \$ -              |
| Black & White Card Stock                                                                                                                                                                                                                                                                                               | 30 ea.          | \$ 0.25         | \$ 7.50           |
| Color Card Stock                                                                                                                                                                                                                                                                                                       | 0 ea.           | \$ 0.85         | \$ -              |
| Black & White Printing                                                                                                                                                                                                                                                                                                 | 16000 s.f.      | \$ 0.09         | \$ 1,440.00       |
| Color Printing                                                                                                                                                                                                                                                                                                         | 0 s.f.          | \$ 1.00         | \$ -              |
| Black & White Scanning                                                                                                                                                                                                                                                                                                 | 960 s.f.        | \$ 0.25         | \$ 240.00         |
| Color Scanning                                                                                                                                                                                                                                                                                                         | 0 s.f.          | \$ 5.00         | \$ -              |
| Mounting Boards (3/16")                                                                                                                                                                                                                                                                                                | 0 s.f.          | \$ 3.00         | \$ -              |
| Laminating (Large Scale)                                                                                                                                                                                                                                                                                               | 0 s.f.          | \$ 1.00         | \$ -              |
| Binding                                                                                                                                                                                                                                                                                                                | 0 ea.           | \$ 1.50         | \$ -              |
| Other Direct Costs                                                                                                                                                                                                                                                                                                     | Lump Sum        |                 | \$ -              |
|                                                                                                                                                                                                                                                                                                                        |                 |                 | \$ -              |
|                                                                                                                                                                                                                                                                                                                        |                 |                 | \$ -              |
| <b>Total Other Direct Costs</b>                                                                                                                                                                                                                                                                                        |                 | \$              | <b>24,320.50</b>  |
| <b>TOTAL COST</b>                                                                                                                                                                                                                                                                                                      |                 | \$              | <b>839,571.45</b> |





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new, and the existing, and all other improvements, (hereinafter "Project")

USI Consulting Engineers, Inc.

Title II - Construction Support Services - Roadway Construction

| 2024 - 2025 - 2026 - 2027 - 2028 - 2029 - 2030 - 2031 - 2032 - 2033 - 2034 - 2035 - 2036 - 2037 - 2038 - 2039 - 2040 - 2041 - 2042 - 2043 - 2044 - 2045 - 2046 - 2047 - 2048 - 2049 - 2050 - 2051 - 2052 - 2053 - 2054 - 2055 - 2056 - 2057 - 2058 - 2059 - 2060 - 2061 - 2062 - 2063 - 2064 - 2065 - 2066 - 2067 - 2068 - 2069 - 2070 - 2071 - 2072 - 2073 - 2074 - 2075 - 2076 - 2077 - 2078 - 2079 - 2080 - 2081 - 2082 - 2083 - 2084 - 2085 - 2086 - 2087 - 2088 - 2089 - 2090 - 2091 - 2092 - 2093 - 2094 - 2095 - 2096 - 2097 - 2098 - 2099 - 2100 - 2101 - 2102 - 2103 - 2104 - 2105 - 2106 - 2107 - 2108 - 2109 - 2110 - 2111 - 2112 - 2113 - 2114 - 2115 - 2116 - 2117 - 2118 - 2119 - 2120 - 2121 - 2122 - 2123 - 2124 - 2125 - 2126 - 2127 - 2128 - 2129 - 2130 - 2131 - 2132 - 2133 - 2134 - 2135 - 2136 - 2137 - 2138 - 2139 - 2140 - 2141 - 2142 - 2143 - 2144 - 2145 - 2146 - 2147 - 2148 - 2149 - 2150 - 2151 - 2152 - 2153 - 2154 - 2155 - 2156 - 2157 - 2158 - 2159 - 2160 - 2161 - 2162 - 2163 - 2164 - 2165 - 2166 - 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|                              | THAT          |
|------------------------------|---------------|
| SERBOTAL - MANUOLURES        |               |
| SERBOTAL - SALARY COSTS      | \$ 258,480.00 |
| FORWARD PRICING              |               |
| TOTAL DIRECT BALARY          | \$ 258,480.00 |
| OVERHEAD RATE - 164.1%       |               |
| PROFESSIONAL FEE             | \$ 398,343.83 |
|                              | \$ 65,602.35  |
| DIRECT NON-LABOR EXPENSES    |               |
| Passage/Carater              | \$ 799.00     |
| Trazer - Meetings            | \$ 17,460.50  |
| Travel - Lodging             | \$ 33,410.00  |
| General - Non-Labor Expenses | \$ 2,064.38   |
| TOTAL COST                   | \$ 743,902.38 |

[illegible]

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO SUPPLEMENTAL AGREEMENT NUMBER 5 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH BURNS AND MCDONNELL ENGINEERING COMPANY, INC. RELATED TO THE 8<sup>TH</sup> STREET PROJECT.

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

**Section 1:** That the Mayor and Clerk be and are hereby authorized to enter into Supplemental Agreement #5 for professional services with Burns and McDonnell Engineering Company, Inc. for additional services and scope of work on the 8<sup>th</sup> Street Project in the City of Bentonville.

**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 \_\_\_\_\_, 2019.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



| CHECK ALL THAT APPLY |                   |       |       |
|----------------------|-------------------|-------|-------|
| X                    | Bid Award         | Bid # | 16-07 |
|                      | Budget Adjustment |       |       |
|                      | Change Order      |       |       |
|                      | Informational     |       |       |
|                      | Ordinance         |       |       |
|                      | Resolution        |       |       |
|                      | Other             |       |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

January 8, 2019

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

### ACTION REQUIRED:

Staff recommends City Council approval for the Mayor and City Clerk to enter into a contract with APAC Central, Inc., for the project "Hwy 102/SW "I" St. Intersection Improvements". This project consists of approximately 1,300 linear feet of widening for the addition of one southbound turn/thru lane along SW "I" Street from Melissa Drive to Hwy 102. This contract will also include the relocation of City Of Bentonville water line. The contract amount for this project is \$1,209,148.34, which would be funded 80% by STBGP-A grant and 20% by the bond fund.

### COST TO CITY:

Cost of this Request: \$1,209,148

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE





# Memorandum



**To:** City Council, Mayor Orman  
**From:** Dennis Birge, Transportation Engineer  
**Date:** Wednesday, January 02, 2019  
**Re:** Bid Award for Hwy 102/SW "I" St. Intersection Improvements project  
ARDOT project #090473

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Staff is seeking City Council approval allowing the Mayor and City Clerk to enter into a contract with APAC Central, Inc., for the Hwy 102/SW "I" Street Intersection Improvements project. This project consist of approximately 1,300 linear feet of widening for the addition of one southbound turn/thru lane along SW "I" Street from Melissa Drive to Hwy 102. This contract will also include the relocation of City Of Bentonville water line. The bids received were as follows:

- |                        |                |
|------------------------|----------------|
| • APAC Central, Inc.   | \$1,209,148.34 |
| • Nabholz Construction | \$1,165,772.56 |

The contract amount for this project is \$1,209,148.34, which would be funded 80% by STBGP-A grant and 20% by bond fund.

Nabolz turned in the apparent lowest bid, but after review it was determined that the Nabolz bid was incomplete; therefore, their bid was rejected. Staff recommends approval of the APAC Central, Inc., contract as written. This contract bid approval has been reviewed and concurred with ARDOT.

Thank you for your consideration of this request. Please contact me with any questions or concerns regarding this project. I can be reached by phone (479-271-5964) or by email at [dbirge@bentonvillear.com](mailto:dbirge@bentonvillear.com).



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Scott E. Bennett, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

RECEIVED DEC 20 2018

December 14, 2018

The Honorable Bob McCaslin  
Mayor of Bentonville  
117 West Central Avenue  
Bentonville, AR 72712

Re: Job 090473  
F.A.P. STPU-9036(19)  
Hwy. 102/SW "I" St. Inters. Impvts.  
(Bentonville) (S)  
Benton County  
Hwy. 102, Sec. 3

Dear Mayor McCaslin:

We have received your request for concurrence in award, the bid tabulations, Disadvantaged Business Enterprise (DBE) participation forms, and the \$1,000 deposit for Department administration costs for the referenced project. The Department concurs in the award of the project in the amount of \$1,209,148.34 to the low bidder, APAC-Central, Inc. of Fayetteville, based on a review of the bid tabulations and the City's certification that the project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations. Please include the enclosed approved DBE participation forms in the contract for the project.

Once the contract is executed, you may issue a work order to begin construction. The LPA Report of Work Performed (Attachment I of the Agreement of Understanding) must be submitted with each request for reimbursement and the Final Acceptance Report (Attachment J of the Agreement of Understanding) must be submitted at the completion of the project. These are available from David Bushey, the Department's Resident Engineer in Bentonville, who can be contacted at (479) 273-7634. Also, David must be invited to attend the pre-construction conference for this project. You must submit all change orders to the contract to David for review and approval for program eligibility.

Sincerely,

Assistant Chief Engineer - Planning

c: Deputy Director and Chief Engineer  
Program Management  
Construction  
Transportation Planning and Policy  
District 9  
Resident Engineer #94  
Job 090473 'C' File  
Mr. Jeff Hawkins, Executive Director, NWA Regional Planning Commission

Rev. 11-29-99  
Rev. 1-14-15  
Rev. 12-13-16

ARKANSAS DEPARTMENT OF TRANSPORTATION

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

**JOB 090473**

NOTE: PROPOSED PARTICIPATION BY DBEs MAY BE SHOWN BELOW AND SUBMITTED WITH BIDDER'S PROPOSAL, OR THE REQUIRED INFORMATION MAY BE SUBMITTED IN KEEPING WITH THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS "GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION" AND "DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES"

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS ENTERPRISE (DBE) subcontractors listed below to meet the goal of 10.0% of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown.

| NAME & ADDRESS                    | ITEM DESCRIPTION | AMOUNT       |
|-----------------------------------|------------------|--------------|
| Time Striping, Inc.               | (see attached)   | \$109,920.50 |
| Envirotrac Safety & Erosion, Inc. | (see attached)   | \$17,464.78  |
|                                   |                  |              |
|                                   |                  |              |
|                                   |                  |              |
|                                   |                  |              |
|                                   |                  |              |
|                                   |                  |              |

If any firm listed above is a regular dealer, but not a manufacturer, the total amount of the agreement and the amount to be credited (60%) should be recorded on this form.

Total for DBEs - \$127,385.28 or 10.54% of bid.

APAC-Central, Inc.  
(Contractor)

By:



Digitally signed by David  
L. Foster  
DN: cn=David L. Foster,  
o=APAC-Central, Inc., ou,  
email=David.Foster@apac.  
com, c=US  
Date: 2010.11.30 11:00:52  
-0600

Title: Area Manager

The named DBE subcontractors confirm their participation in the contract as provided in the commitment.

DBE Firm:

DBE Owner or Authorized Representative's Signature:

1. Time Striping, Inc. (see attached)
2. Envirotrac Safety & Erosion, Inc. (see attached)
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

Rev. 11-29-99  
Rev. 1-14-15  
Rev. 12-13-16

ARKANSAS DEPARTMENT OF TRANSPORTATION  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

JOB 090473

NOTE: PROPOSED PARTICIPATION BY DBEs MAY BE SHOWN BELOW AND SUBMITTED WITH BIDDER'S PROPOSAL, OR THE REQUIRED INFORMATION MAY BE SUBMITTED IN KEEPING WITH THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISION "GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION" AND DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES".

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS Enterprise (DBE) subcontractors listed below to meet the goal of 10.0% of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown. \* All Work

| NAME & ADDRESS                                              | LINE # | ITEM DESCRIPTION                    | AMOUNT          |
|-------------------------------------------------------------|--------|-------------------------------------|-----------------|
| Time Striping, Inc.<br>P.O. Box 1236<br>Van Buren, AR 72957 |        |                                     |                 |
|                                                             | 29     | SIGNS (1604)✓                       | \$ 880.00       |
|                                                             | 30     | BARRICADES (1604)✓                  | \$ 320.00       |
|                                                             | 31     | TRAFFIC DRUMS (1604)✓               | \$ 1,800.00     |
|                                                             | 32     | VERTICAL PANELS (1604)✓             | \$ 2,275.00     |
|                                                             | 35     | TEMP. IMPACT ATTN. BARR. (1604)✓    | \$ 56,000.00    |
| (1604)✓                                                     | 36     | TEMP IMPACT ATTN. BARR. (REPAIR)    | \$ 8,000.00     |
|                                                             | 37     | CONST. PAVEMENT MARKINGS (1604)✓    | \$ 4,275.00     |
| (1604)✓                                                     | 38     | CONST. PVMT MRKS (WORDS, ARROW)     | \$ 3,000.00     |
| (1604)✓                                                     | 39     | REMOVAL OF PERM. PVMT. MRKINGS      | \$ 6,037.50     |
| (1604)✓                                                     | 40     | REMOVAL OF CONST. PVMT. MRKINGS     | \$ 10,687.50    |
|                                                             |        | REMOVAL OF CONST. PVMT. MRKINGS     |                 |
|                                                             | 41     | (WORDS, ARROWS) (1604)✓             | \$ 400.00       |
|                                                             | 43     | THERMO. PVMT. MARK. WH(4") (719)✓   | \$ 245.00       |
| (719)✓                                                      | 44     | THERMO. PVMT. MARK. WH(SKIP LN)(4") | \$ 1,020.00     |
|                                                             | 45     | THERMO. PVMT. MARK. YL(4") (719)✓   | \$ 2,575.00     |
| (719)✓                                                      | 46     | THERMO. PVMT. MARK. YL(SKIP LN)(4") | \$ 1,370.00     |
|                                                             | 47     | THERMO. PVMT. MARK. YL(8") (719)✓   | \$ 142.50       |
|                                                             | 48     | THERMO. PVMT. MARK. (ARROW) (719)✓  | \$ 4,800.00     |
|                                                             | 49     | THERMO. PVMT. MARK. (WORDS) (719)✓  | \$ 400.00       |
|                                                             | 90     | THERMO. PVMT. MARK. WH(12") (719)✓  | \$ 4,420.00     |
|                                                             | 91     | THERMO. PVMT. MARK. WH(24") (719)✓  | \$ 588.00       |
|                                                             | 92     | RAISED PAVEMENT MARKERS-2 (721)✓    | \$ 360.00       |
|                                                             | 93     | STANDARD SIGNS (726)✓               | \$ 225.00       |
|                                                             | 94     | CHANNEL POST SIGN SUP (TY U1-1)     | \$ 100.00       |
|                                                             |        | (729)✓                              |                 |
|                                                             |        | TOTAL:                              | \$ 109,920.50 ✓ |

If any firm listed above is a regular dealer, but not a manufacturer, the total amount of the agreement and the amount to be credited (60%) should be recorded on this form.

APAC-Central, Inc. bid amount: \$1,209,148.34

Total for DBE - \$ of bid.

✓ APAC-Central, Inc.  
Contractor

By: ✓

Digitally signed by David L. Adams  
DN: cn=David L. Adams, email=adamsl@apac-central.com, c=US  
Date: 2013.07.11 10:08:00 -0400

Title: Area Manager

The named DBE subcontractors confirm their

✓ Time Striping, Inc.  
DBE Firm



Rev. 11-29-99  
Rev. 1-14-15  
Rev. 12-13-16

ARKANSAS DEPARTMENT OF TRANSPORTATION  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

**JOB 090473**

NOTE: PROPOSED PARTICIPATION BY DBEs MAY BE SHOWN BELOW AND SUBMITTED WITH BIDDER'S PROPOSAL, OR THE REQUIRED INFORMATION MAY BE SUBMITTED IN KEEPING WITH THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISION "GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION" AND DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES".

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS Enterprise (DBE) subcontractors listed below to meet the goal of 10% of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown. *\* All work*

| NAME & ADDRESS                                 | LINE # | ITEM DESCRIPTION               | AMOUNT                |
|------------------------------------------------|--------|--------------------------------|-----------------------|
| ✓ <u>Envirotrac Safety &amp; Erosion, Inc.</u> |        |                                |                       |
| P.O. Box 985                                   | 53 ✓   | LIME (1620) ✓                  | \$ 100.70             |
| Danville, AR 72833                             | 54 ✓   | SEEDING (1620) ✓               | \$ 662.15             |
|                                                | 55 ✓   | MULCH COVER (1620) ✓           | \$ 1,324.30           |
|                                                | 56 ✓   | WATER (1620) ✓                 | \$ 252.60             |
|                                                | 57 ✓   | TEMPORARY SEEDING (1621) ✓     | \$ 568.41             |
|                                                | 58 ✓   | WATTLE (20") (1621) ✓          | \$ 5,327.65           |
|                                                | 59 ✓   | SAND BAG DITCH CHECKS (1621) ✓ | \$ 1,021.90           |
|                                                | 61 ✓   | SILT FENCE (1621) ✓            | \$ 2,482.85           |
| (1623) ✓                                       | 63 ✓   | SECOND SEEDING APPLICATION     | \$ 285.00             |
|                                                | 64 ✓   | SOLID SODDING (1624) ✓         | \$ 1,965.88           |
|                                                | 65 ✓   | INLET PROTECTION (1621) ✓      | \$ 3,473.34           |
|                                                |        | <b>TOTAL:</b>                  | <b>\$ 17,464.78 ✓</b> |

If any firm listed above is a regular dealer, but not a manufacturer, the total amount of the agreement and the amount to be credited (60%) should be recorded on this form.

APAC-Central, Inc. bid amount: \$1,209,148.34

Total for DBE - \$ \_\_\_\_\_ or \_\_\_\_\_ of bid.

✓ APAC-Central, Inc.  
Contractor

By: [Signature]

Digitally signed by David L. Foster  
DN: cn=David L. Foster, o=APAC-  
Central, Inc., ou,  
email=david.foster@apac.com,  
c=US  
Date: 2018.11.30 10:59:32 -0600

Title: Area Manager

The named DBE subcontractors confirm their participation in the project.

✓ Envirotrac Safety & Erosion, Inc.  
DBE Firm

DBE Owner or Authorized Representative's Signature: \_\_\_\_\_



**CEI Engineering Associates, Inc.**

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

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

October 29, 2018

Mr. Dennis Birge, PE  
City of Bentonville  
3200 SW Municipal Drive  
Bentonville, AR 72712

Re: 090473 SW "I" St/Hwy 102 Intersection— Engineer's Suggestion of Contractor

Dear Mr. Birge,

As you are aware, bids were opened for the 09043 SW "I" St/Hwy 102 Intersection Project on 10/26/2018. Nabholz Construction submitted the lowest apparent bid of \$1,165,772.56. However, upon review and inspection of the bidding documents, Nabholz failed to include a line item bid for "undercut and backfill", as directed in Addendum #1. (Nabholz affirmatively acknowledged receipt of all four addenda as part of their bid submittal.) Nabholz also failed to properly follow the bid form requiring written words and numerals for their totals on the bid form.

Due to the above mentioned bid irregularities, CEI suggests awarding the contract to the next lowest bidder, APAC Central, Inc. APAC Central submitted a bid of \$1,209,148.34. Upon review of their bid and submitted bidding documents, CEI found no apparent errors or omissions.

CEI suggests the City should award the 090473 SW "I" St/Hwy 102 Intersection Improvement Project contract to APAC Central, Inc. in the amount of \$1,209,148.34.

Please let us know if you would like to discuss or if you need anything additional.

Thank you,



Brent L. Massey, PE  
Transportation Department Manager



CEI Engineering Associates, Inc.  
P.O. Box 1408  
Bentonville, AR 72712  
Phone: (479) 273-9472  
Brent Massey

25-Oct-18  
CEI Project No: 30049

**Itemized Opinion of Probable Cost**  
**ArDOT Job 090473 Hwy. 102/ISW "I" Street Inters. Impvts.**  
**Bentonville, Arkansas**

| Spec. No. | Item                                       | Unit | Engineer's Estimate |                    | Nabholz Construction |             | APAC-Central, Inc. |             |
|-----------|--------------------------------------------|------|---------------------|--------------------|----------------------|-------------|--------------------|-------------|
|           |                                            |      | Total Quantity      | Est. Cost per unit | Est. Total Cost      | Cost        | Total              | Cost        |
| 201       | Clearing                                   | STA  | 12                  | \$1,500.00         | \$18,000.00          | \$600.00    | \$7,200.00         | \$550.00    |
| 201       | Grubbing                                   | STA  | 12                  | \$1,500.00         | \$18,000.00          | \$700.00    | \$8,400.00         | \$550.00    |
| 202       | Removal and Disposal of Curb and Gutter    | LF   | 1158                | \$20.00            | \$23,160.00          | \$16.50     | \$19,107.00        | \$14.67     |
| 202       | Removal and Disposal of Asphalt Driveways  | SY   | 193                 | \$12.00            | \$2,316.00           | \$9.10      | \$1,756.30         | \$14.67     |
| 202       | Removal and Disposal of Concrete Driveways | SY   | 201                 | \$15.00            | \$3,015.00           | \$11.35     | \$2,281.35         | \$28.17     |
| 202       | Removal and Disposal of Concrete Walks     | SY   | 533                 | \$20.00            | \$10,660.00          | \$10.05     | \$5,356.65         | \$15.95     |
| 202       | Removal and Disposal of Signs              | EA   | 1                   | \$170.00           | \$170.00             | \$27.30     | \$27.30            | \$145.00    |
| 202       | Removal and Disposal of Junction Boxes     | EA   | 4                   | \$1,500.00         | \$6,000.00           | \$1,125.00  | \$4,500.00         | \$1,400.00  |
| 202       | Removal and Disposal of Drop Inlets        | EA   | 6                   | \$1,400.00         | \$8,400.00           | \$1,430.00  | \$8,580.00         | \$1,400.00  |
| 202       | Removal and Disposal of Pipe Culverts      | EA   | 13                  | \$850.00           | \$11,050.00          | \$2,400.00  | \$31,200.00        | \$3,000.00  |
| 210       | Unclassified Excavation (Plan Quantity)    | CY   | 3185.5              | \$15.00            | \$47,782.50          | \$21.15     | \$67,373.33        | \$17.82     |
| 210       | Compacted Embankment (Plan Quantity)       | CY   | 2370.15             | \$18.00            | \$42,662.70          | \$47.75     | \$113,174.66       | \$30.32     |
| SP        | Undercut and Backfill                      | CY   | 600                 | \$20.00            | \$12,000.00          |             |                    | \$48.70     |
| SP & 210  | Soil Stabilization (Plan Quantity)         | TON  | 50                  | \$250.00           | \$12,500.00          | \$510.00    | \$25,500.00        | \$260.00    |
| 303       | Aggregate Base Course (Class 7)            | TON  | 556.4               | \$33.00            | \$18,361.20          | \$34.40     | \$19,140.16        | \$34.80     |
| 303       | Aggregate Base Course for Driveway         | TON  | 116.3               | \$33.00            | \$3,837.90           | \$46.70     | \$5,431.21         | \$45.45     |
| 309       | P.C. Concrete Base Course (9")             | SY   | 105.22              | \$175.00           | \$18,413.50          | \$79.00     | \$8,312.38         | \$80.00     |
| 401       | Tack Coat                                  | GAL  | 1104.39             | \$3.50             | \$3,865.37           | \$2.90      | \$3,202.73         | \$3.56      |
| 406       | A.B. (PG70-22) ACHM Binder (1")            | TON  | 8.94                | \$525.00           | \$4,693.50           | \$136.10    | \$1,216.73         | \$120.00    |
| 406       | M.A. In ACHM Binder (1")                   | TON  | 181.18              | \$60.00            | \$10,870.80          | \$95.50     | \$17,302.69        | \$84.10     |
| 407       | Asphalt Driveways (3" ACHM Binder Course)  | TON  | 16.13               | \$100.00           | \$1,613.00           | \$125.00    | \$2,016.25         | \$155.00    |
| 407       | A.B. (PG70-22) ACHM Surf (1/2")            | TON  | 37.82               | \$400.00           | \$15,128.00          | \$136.00    | \$5,143.52         | \$120.00    |
| 407       | M.A. In ACHM Surf (1/2")                   | TON  | 637.53              | \$65.00            | \$41,439.45          | \$95.00     | \$60,565.35        | \$82.25     |
| 407       | Asphalt Driveways (2" ACHM Surface Course) | TON  | 10.75               | \$100.00           | \$1,075.00           | \$120.00    | \$1,290.00         | \$138.00    |
| 412       | Cold Milling Asphalt Pavement              | SY   | 4731.27             | \$13.00            | \$61,506.51          | \$2.05      | \$9,699.10         | \$3.56      |
| 505       | Concrete Driveways                         | SY   | 212.02              | \$60.00            | \$12,721.20          | \$57.10     | \$12,106.34        | \$50.60     |
| 601       | Mobilization                               | LS   | 1                   | \$63,750.00        | \$63,750.00          | \$10,000.00 | \$10,000.00        | \$34,000.00 |
| 603       | Maintenance of Traffic                     | LS   | 1                   | \$15,000.00        | \$15,000.00          | \$5,000.00  | \$5,000.00         | \$27,850.00 |
| 604       | Signs                                      | SF   | 88                  | \$20.00            | \$1,760.00           | \$11.40     | \$1,003.20         | \$10.50     |
| 604       | Barriades                                  | LF   | 16                  | \$50.00            | \$800.00             | \$22.80     | \$364.80           | \$21.00     |
| 604       | Traffic Drums                              | EA   | 40                  | \$65.00            | \$2,600.00           | \$51.30     | \$2,052.00         | \$47.25     |
| 604       | Vertical Panels                            | EA   | 35                  | \$65.00            | \$2,275.00           | \$74.10     | \$2,593.50         | \$68.25     |
| 604       | Furn. & Instl. Prct. Conc. Barr.           | LF   | 900                 | \$60.00            | \$54,000.00          | \$28.00     | \$25,200.00        | \$34.55     |
| 604       | Relocate Prct. Conc. Barr.                 | LF   | 900                 | \$6.00             | \$5,400.00           | \$5.65      | \$5,085.00         | \$8.51      |
| 604       | Temp. Impact Atten. Barr.                  | EA   | 8                   | \$12,000.00        | \$96,000.00          | \$8,000.00  | \$64,000.00        | \$7,350.00  |
| 604       | Temp. Impact Atten. Barr. (Repair)         | EA   | 8                   | \$2,000.00         | \$16,000.00          | \$1,140.00  | \$9,120.00         | \$1,050.00  |
| 604       | Construction Pavement Markings             | LF   | 2850                | \$3.00             | \$8,550.00           | \$1.70      | \$4,845.00         | \$1.58      |



|          |                                                        |       |       |            |             |            |             |            |             |
|----------|--------------------------------------------------------|-------|-------|------------|-------------|------------|-------------|------------|-------------|
| 604      | Construction Pavement Markings (Words, Arrows)         | EA    | 4     | \$100.00   | \$400.00    | \$115.00   | \$450.00    | \$787.50   | \$3,150.00  |
| 604      | Removal of Permanent Pavement Markings                 | LF    | 4025  | \$3.00     | \$12,075.00 | \$1.70     | \$6,842.50  | \$1.58     | \$6,359.50  |
| 604      | Removal of Construction Pavement Markings              | LF    | 2850  | \$3.00     | \$8,550.00  | \$4.25     | \$12,112.50 | \$3.94     | \$11,729.00 |
| 604      | Removal of Construction Pavement Markings (Words,      | EA    | 4     | \$60.00    | \$240.00    | \$850.00   | \$3,400.00  | \$105.00   | \$420.00    |
| 606      | 18" FES Reinforced Concrete Pipe Clvt.                 | EA    | 1     | \$1,100.00 | \$1,100.00  | \$1,000.00 | \$1,000.00  | \$530.00   | \$530.00    |
| 606      | 18" Reinforced Concrete Pipe, Class IV                 | LF    | 11    | \$75.00    | \$825.00    | \$68.00    | \$748.00    | \$48.31    | \$531.41    |
| 606      | 19"x30" Reinforced Concrete Ellip. Pipe, Class IV      | LF    | 307   | \$125.00   | \$38,375.00 | \$103.00   | \$31,621.00 | \$87.14    | \$26,751.98 |
| 606      | 24"x38" Reinforced Concrete Ellip. Pipe, Class IV      | LF    | 358   | \$175.00   | \$62,650.00 | \$124.00   | \$44,392.00 | \$102.07   | \$36,541.06 |
| 606      | 29"x45" Reinforced Concrete Ellip. Pipe, Class IV      | LF    | 259   | \$225.00   | \$58,275.00 | \$168.00   | \$43,512.00 | \$128.54   | \$33,291.86 |
| 606      | 34"x54" Reinforced Concrete Ellip. Pipe, Class IV      | LF    | 200   | \$300.00   | \$60,000.00 | \$214.00   | \$42,800.00 | \$179.71   | \$35,942.00 |
| 606      | Select Pipe Bedding                                    | CY    | 50    | \$65.00    | \$3,250.00  | \$61.00    | \$3,050.00  | \$53.16    | \$2,658.00  |
| 609      | Type MO Inlet (6'x6')                                  | EA    | 5     | \$6,750.00 | \$33,750.00 | \$5,500.00 | \$27,500.00 | \$4,960.00 | \$24,800.00 |
| 609      | Junction Box-Type E                                    | EA    | 5     | \$5,000.00 | \$25,000.00 | \$5,600.00 | \$28,000.00 | \$4,525.00 | \$22,625.00 |
| SP & 609 | Combination Inlet, 4'x5'                               | EA    | 1     | \$5,500.00 | \$5,500.00  | \$8,000.00 | \$8,000.00  | \$6,150.00 | \$6,150.00  |
| SP & 609 | Combination Inlet, 4'x6'                               | EA    | 1     | \$7,000.00 | \$7,000.00  | \$8,200.00 | \$8,200.00  | \$6,775.00 | \$6,775.00  |
| 620      | Lime                                                   | TON   | 0.38  | \$200.00   | \$76.00     | \$300.00   | \$114.00    | \$278.00   | \$105.64    |
| 620      | Seeding                                                | ACRE  | 0.19  | \$2,500.00 | \$475.00    | \$3,900.00 | \$741.00    | \$3,660.00 | \$695.40    |
| 620      | Mulch Cover                                            | ACRE  | 0.38  | \$1,500.00 | \$570.00    | \$3,900.00 | \$1,482.00  | \$3,660.00 | \$1,390.80  |
| 620      | Water                                                  | M.GAL | 25.26 | \$10.00    | \$252.60    | \$10.00    | \$252.60    | \$10.50    | \$265.23    |
| 621      | Temporary Seeding                                      | ACRE  | 0.19  | \$1,000.00 | \$190.00    | \$3,400.00 | \$646.00    | \$3,142.00 | \$596.98    |
| SP & 621 | Wattle (20")                                           | LF    | 635   | \$18.00    | \$11,016.00 | \$9.60     | \$6,096.00  | \$8.81     | \$5,594.35  |
| 621      | Sand Bag Ditch Checks                                  | BAG   | 110   | \$10.00    | \$1,100.00  | \$10.60    | \$1,166.00  | \$9.75     | \$1,072.50  |
| 621      | Rock Ditch Checks                                      | CY    | 3     | \$40.00    | \$120.00    | \$48.40    | \$145.20    | \$164.00   | \$492.00    |
| 621      | Silt Fence                                             | LF    | 635   | \$4.00     | \$2,540.00  | \$4.50     | \$2,857.50  | \$4.11     | \$2,609.85  |
| 621      | Sediment Removal and Disposal                          | CY    | 5.2   | \$50.00    | \$260.00    | \$15.00    | \$78.00     | \$102.00   | \$530.40    |
| 623      | Second Seeding Application                             | ACRE  | 0.19  | \$1,200.00 | \$228.00    | \$1,500.00 | \$285.00    | \$1,575.00 | \$299.25    |
| 624      | Solid Sodding                                          | SY    | 476   | \$5.00     | \$2,380.00  | \$4.70     | \$2,237.20  | \$4.34     | \$2,065.84  |
| SP       | Inlet Protection                                       | EA    | 13    | \$300.00   | \$3,900.00  | \$200.00   | \$2,600.00  | \$280.54   | \$3,647.02  |
| 633      | Concrete Sidewalk                                      | SY    | 326   | \$50.00    | \$16,300.00 | \$63.00    | \$20,538.00 | \$56.21    | \$18,324.46 |
| 634      | Concrete Curb and Gutter                               | LF    | 1090  | \$25.00    | \$27,250.00 | \$17.00    | \$18,530.00 | \$15.59    | \$16,993.10 |
| 640      | Modify Drop Inlet Tops                                 | EA    | 2     | \$2,200.00 | \$4,400.00  | \$1,300.00 | \$2,600.00  | \$2,665.00 | \$5,330.00  |
| 641      | Wheelchair Ramps (Type 1)                              | SY    | 30    | \$250.00   | \$7,500.00  | \$85.00    | \$2,550.00  | \$79.00    | \$2,370.00  |
| 641      | Wheelchair Ramps (Type 2)                              | SY    | 29    | \$250.00   | \$7,250.00  | \$100.00   | \$2,900.00  | \$91.00    | \$2,639.00  |
| 641      | Wheelchair Ramps (Type 3)                              | SY    | 8     | \$250.00   | \$2,000.00  | \$115.00   | \$920.00    | \$104.00   | \$832.00    |
| 641      | Wheelchair Ramps (Type 6)                              | SY    | 19    | \$300.00   | \$5,700.00  | \$100.00   | \$1,900.00  | \$88.00    | \$1,672.00  |
| SP & 707 | Central Control Unit                                   | EA    | 1     | \$6,000.00 | \$6,000.00  | \$4,700.00 | \$4,700.00  | \$4,305.00 | \$4,305.00  |
| SP & 707 | Pole Mounted Assembly                                  | EA    | 8     | \$1,200.00 | \$9,600.00  | \$1,045.00 | \$8,360.00  | \$950.25   | \$7,602.00  |
| SP       | Infrared Programming Device                            | EA    | 1     | \$600.00   | \$600.00    | \$710.00   | \$710.00    | \$645.75   | \$645.75    |
| SP       | Pedestrian Signal Head Relocation                      | EA    | 1     | \$1,000.00 | \$1,000.00  | \$460.00   | \$460.00    | \$420.00   | \$420.00    |
| 708      | Traffic Signal Cable (5C/14 A.W.G.)                    | LF    | 300   | \$2.00     | \$600.00    | \$2.90     | \$870.00    | \$2.63     | \$789.00    |
| SP       | Electrical Conductors-In-Conduit (1C/8 A.W.G., E.G.C.) | LF    | 90    | \$2.00     | \$180.00    | \$2.80     | \$252.00    | \$2.52     | \$226.80    |
| 710      | Non-Metallic Conduit (2")                              | LF    | 40    | \$10.00    | \$400.00    | \$23.00    | \$920.00    | \$21.00    | \$840.00    |
| 711      | Concrete Pull Box (Type 1 HD)                          | EA    | 1     | \$750.00   | \$750.00    | \$1,000.00 | \$1,000.00  | \$960.75   | \$960.75    |
| 715      | Traffic Signal Pedestal Pole With Foundation           | EA    | 1     | \$2,500.00 | \$2,500.00  | \$4,000.00 | \$4,000.00  | \$3,675.00 | \$3,675.00  |
| 715      | Traffic Signal Pedestal Pole (Modification)            | EA    | 1     | \$3,000.00 | \$3,000.00  | \$1,385.00 | \$1,385.00  | \$1,260.00 | \$1,260.00  |
| 719      | Thermoplastic Pavement Marking White (4")              | LF    | 245   | \$3.00     | \$735.00    | \$1.15     | \$281.75    | \$1.05     | \$257.25    |
| 719      | Thermoplastic Pavement Marking White (Skip Line) (4")  | LF    | 1020  | \$3.00     | \$3,060.00  | \$1.15     | \$1,173.00  | \$1.05     | \$1,071.00  |



|                                    |                                                        |    |       |              |                       |              |                        |              |                        |
|------------------------------------|--------------------------------------------------------|----|-------|--------------|-----------------------|--------------|------------------------|--------------|------------------------|
| 719                                | Thermoplastic Pavement Marking Yellow (4")             | LF | 2575  | \$3.00       | \$7,725.00            | \$1.15       | \$2,961.25             | \$1.05       | \$2,703.75             |
| 719                                | Thermoplastic Pavement Marking Yellow (Skip Line) (4   | LF | 1370  | \$3.00       | \$4,110.00            | \$1.15       | \$1,575.50             | \$1.05       | \$1,438.50             |
| 719                                | Thermoplastic Pavement Marking Yellow (8")             | LF | 57    | \$4.00       | \$228.00              | \$2.85       | \$162.45               | \$2.63       | \$149.91               |
| 719                                | Thermoplastic Pavement Marking Arrows                  | EA | 12    | \$550.00     | \$6,600.00            | \$450.00     | \$5,400.00             | \$420.00     | \$5,040.00             |
| 719                                | Thermoplastic Pavement Marking Words                   | EA | 1     | \$550.00     | \$550.00              | \$450.00     | \$450.00               | \$420.00     | \$420.00               |
| 719                                | Thermoplastic Pavement Marking White (12")             | LF | 884   | \$20.00      | \$17,680.00           | \$5.70       | \$5,038.80             | \$5.25       | \$4,641.00             |
| 719                                | Thermoplastic Pavement Marking White (24")             | LF | 49    | \$25.00      | \$1,225.00            | \$13.65      | \$668.85               | \$12.60      | \$617.40               |
| 721                                | Raised Pavement Markers (Type II)                      | EA | 18    | \$25.00      | \$450.00              | \$22.80      | \$410.40               | \$21.00      | \$378.00               |
| SP & 726                           | Standard Sign                                          | SF | 11.25 | \$30.00      | \$337.50              | \$22.80      | \$256.50               | \$21.00      | \$236.25               |
| SP & 729                           | Channel Post Sign Support (Type U-1)                   | EA | 1     | \$400.00     | \$400.00              | \$110.00     | \$110.00               | \$105.00     | \$105.00               |
| SP                                 | Contingency Allowance                                  | EA | 1     | \$100,000.00 | \$100,000.00          | \$100,000.00 | \$100,000.00           | \$100,000.00 | \$100,000.00           |
| <b>Roadway Subtotal</b>            |                                                        |    |       |              | <b>\$1,253,604.73</b> | <b>\$</b>    | <b>\$ 1,040,568.56</b> |              | <b>\$ 1,013,923.24</b> |
| <b>Waterline</b>                   |                                                        |    |       |              |                       |              |                        |              |                        |
|                                    | Trenching and Excavation Safety Systems                | LS | 1     | \$50,000.00  | \$50,000.00           | \$17,000.00  | \$17,000.00            | \$5,775.00   | \$5,775.00             |
|                                    | 6-Inch or Smaller Waterline (C900 DR14 PVC)            | LF | 15    | \$40.00      | \$600.00              | \$51.00      | \$765.00               | \$220.50     | \$3,307.50             |
|                                    | 8-Inch or Smaller Waterline (C900 DR14 PVC)            | LF | 123   | \$50.00      | \$6,150.00            | \$65.00      | \$7,995.00             | \$278.25     | \$34,224.75            |
|                                    | Ductile Iron Fittings                                  | L8 | 570   | \$6.00       | \$3,420.00            | \$7.20       | \$4,104.00             | \$5.78       | \$3,294.60             |
|                                    | Tapping Sleeve and Valve (8"x8")                       | EA | 3     | \$2,800.00   | \$8,400.00            | \$3,970.00   | \$11,910.00            | \$7,344.75   | \$22,034.25            |
|                                    | Tapping Sleeve and PIV (24"x6")                        | EA | 1     | \$6,500.00   | \$6,500.00            | \$5,500.00   | \$5,500.00             | \$10,384.50  | \$10,384.50            |
|                                    | Tapping Sleeve and Valve (24"x8")                      | EA | 4     | \$6,500.00   | \$26,000.00           | \$6,400.00   | \$25,600.00            | \$9,502.50   | \$38,010.00            |
|                                    | 6-Inch Gate Valve                                      | EA | 1     | \$1,250.00   | \$1,250.00            | \$1,200.00   | \$1,200.00             | \$1,737.75   | \$1,737.75             |
|                                    | 8-Inch MJ Plug w/Thrust Blocking                       | EA | 1     | \$1,250.00   | \$1,250.00            | \$600.00     | \$600.00               | \$2,824.50   | \$2,824.50             |
|                                    | Relocate Fire Hydrant Assembly                         | EA | 1     | \$4,000.00   | \$4,000.00            | \$1,840.00   | \$1,840.00             | \$6,562.50   | \$6,562.50             |
|                                    | 8" Cut, Cap With Ibeam & Abandon Existing Waterline    | EA | 4     | \$2,000.00   | \$8,000.00            | \$3,950.00   | \$15,800.00            | \$4,830.00   | \$19,320.00            |
|                                    | Reconnect 2" Water Meter Relocated by Owner            | EA | 1     | \$2,500.00   | \$2,500.00            | \$1,470.00   | \$1,470.00             | \$2,100.00   | \$2,100.00             |
|                                    | Relocate & Reconnect Water Meter (Less Than 2" Dia.)   | EA | 3     | \$2,500.00   | \$7,500.00            | \$850.00     | \$2,550.00             | \$2,126.25   | \$6,378.75             |
|                                    | Water Service Line (2" Dia. Or Larger)                 | LF | 140   | \$30.00      | \$4,200.00            | \$38.00      | \$5,320.00             | \$71.40      | \$9,996.00             |
|                                    | Water Service Line (2" Dia. Or Larger)                 | LF | 50    | \$30.00      | \$1,500.00            | \$39.00      | \$1,950.00             | \$81.90      | \$4,095.00             |
|                                    | Asphalt Pavement Repair (As Directed By Engineer)      | SY | 15    | \$125.00     | \$1,875.00            | \$40.00      | \$600.00               | \$102.00     | \$1,530.00             |
| 634                                | Concrete Curb & Gutter Repair (As Directed By Engineer | LF | 50    | \$25.00      | \$1,250.00            | \$20.00      | \$1,000.00             | \$73.00      | \$3,650.00             |
| SP                                 | Contingency Allowance                                  | LS | 1     | \$20,000.00  | \$20,000.00           | \$20,000.00  | \$20,000.00            | \$20,000.00  | \$20,000.00            |
| <b>Waterline Subtotal</b>          |                                                        |    |       |              | <b>\$154,395.00</b>   | <b>\$</b>    | <b>\$ 125,204.00</b>   |              | <b>\$ 195,225.10</b>   |
| <b>Total (Roadway + Waterline)</b> |                                                        |    |       |              | <b>\$1,407,999.73</b> | <b>\$</b>    | <b>\$ 1,165,772.56</b> |              | <b>\$1,209,148.34</b>  |

DOCUMENT 00 52 43

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. Work**

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

|  |
|--|
|  |
|  |
|  |

**Article 2. Engineer**

The project has been designed by: CEI Engineering Associates, Inc.  
3108 SW Regency Parkways, Suite 2  
P.O. Box 1408  
Bentonville, AR 72712  
479-273-9472

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

**Article 3. Contract Time**

3.1 The work will be substantially completed within \_\_\_\_\_ calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within \_\_\_\_\_ calendar days after the date when the Contract Time commences to run.

3.2 *Liquidated Damages*

3.2.1 OWNER and CONTRACTOR recognize that time is of the essence as stated in Paragraph 3.1 herein, and that OWNER will suffer financial loss if the Work is not completed and milestones achieved within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the work is not completed

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on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty):

- 3.2.2 Substantial Completion: CONTRACTOR shall pay OWNER the lesser of the two following amounts: either the sum of one thousand dollars (\$1000) for each day of delay or the sum of excess engineering cost resulting from the delay. This is for each day that expires after the time (as duly adjusted pursuant to the Contract Documents) specified in paragraph 3.1 above for Substantial Completion until the Work is substantially complete.
- 3.2.3 Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER the lesser of the two following amounts: either the sum of one thousand dollars (\$1000) for each day of delay or the sum of excess engineering cost resulting from the delay. This is for each day that expires after the time specified until the Work is completed and ready for final payment.
- 3.2.4 Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently. However, if the achieved substantial completion date falls after the specified final completion date, liquidated damages as specified in Completion of Remaining Work will immediately begin accruing from the date of Substantial Completion until Final Completion is achieved.

#### **Article 4. Contract Price**

OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below.

- 4.1 For all Unit Price work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price work times the estimated quantity of that item as indicated in the following Schedule of Values.

*The exact pay items with units, estimated quantity, unit price, and estimated amounts, will be typed in this form based on information from the Bid Form of the Bidder awarded the contract.*

| SCHEDULE OF VALUES FOR UNIT PRICE CONTRACT |                  |      |                    |            |                  |
|--------------------------------------------|------------------|------|--------------------|------------|------------------|
| Item No.                                   | Item Description | Unit | Estimated Quantity | Unit Price | Estimated Amount |
| 1                                          |                  |      |                    |            |                  |
| 2                                          |                  |      |                    |            |                  |
| 3                                          |                  |      |                    |            |                  |
| 4                                          |                  |      |                    |            |                  |
| 5                                          |                  |      |                    |            |                  |
| 6                                          |                  |      |                    |            |                  |
| 7                                          |                  |      |                    |            |                  |
| 8                                          |                  |      |                    |            |                  |

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|                                              |  |  |  |  |  |
|----------------------------------------------|--|--|--|--|--|
| 9                                            |  |  |  |  |  |
| 10                                           |  |  |  |  |  |
| 11                                           |  |  |  |  |  |
| 12                                           |  |  |  |  |  |
| 13                                           |  |  |  |  |  |
| 14                                           |  |  |  |  |  |
| 15                                           |  |  |  |  |  |
| 16                                           |  |  |  |  |  |
| 17                                           |  |  |  |  |  |
| 18                                           |  |  |  |  |  |
| 19                                           |  |  |  |  |  |
| 20                                           |  |  |  |  |  |
| <b>Total Amount of all Unit Price Items:</b> |  |  |  |  |  |

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications will be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

#### **Article 5. Payment Procedures**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 *Progress Payments and Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the \_\_\_\_\_ day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the Schedule of Values established in paragraph 2.07 of the General Conditions.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions.

95 percent of work completed (with the balance being retainage). If work has been 50 percent completed as determined by ENGINEER, and if the character and progress of the work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendations of ENGINEER, may determine that as long as the character and progress of the work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the work completed.

95 percent (with the balance being retainage) of materials and equipment not incorporated in the work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER, as provided in paragraph 14.02 of the General Conditions).

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5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Amount (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions.

5.2 *Final Payment:* Upon final completion and acceptance of the work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Amount as recommended by ENGINEER as provided in said paragraph 14.07.

#### **Article 6. Contractor's Representations**

In an effort to encourage OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data".
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and specific site conditions that may affect cost, progress, performance and furnishing of the work.
- 6.3 CONTRACTOR is familiar with and is satisfied regarding all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the work.
- 6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions regarding the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions, (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR is aware of the general nature of the work to be performed by OWNER and others at the site that relates to the work as indicated in the Contract Documents.

- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

**Article 7. Contract Documents**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

- 7.1 This Agreement (pages 1 to \_\_\_\_\_, inclusive).
- 7.2 Performance and Payment Bonds (Exhibits A and B respectively).
- 7.3 Certificate of Insurance (Exhibit C).
- 7.4 General Conditions (Document 00 72 00).
- 7.5 Supplementary Conditions (Document 0073 00).
- 7.6 Specifications consisting of Division 1 through Division 16 as listed in table of contents.
- 7.7 Standard Specifications For Highway Construction, ARDOT, Edition of 2014, and ARDOT Standard Roadway Drawings, Latest Edition.
- 7.8 Drawings (not attached hereto) consisting of a cover sheet and sheets numbered \_\_\_\_ through \_\_\_\_, inclusive with each sheet bearing the following general title:
- 7.9 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive. (Listed in Document 00 91 13.)
- 7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
- 7.10.1 Notice to Proceed
- 7.10.2 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

There are not Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

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**Article 8.      Miscellaneous**

- 8.1      Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2      No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge OWNER or CONTRACTOR from any duty or responsibility under the Contract Documents.
- 8.3      OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4      Any provision or part of the Contract Documents held to be void to unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Corporate Seal:

Corporate Seal:

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

**End of Document 00 52 43**

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

### AGENDA FORM

CITY COUNCIL MEETING OF:

January 8, 2019

Submitted by:

Dennis Birge

Department

Transportation

Phone

271-6840

#### ACTION REQUIRED:

Staff recommends that City Council approve a budget adjustment to accept Surface Transportation Block Grant Program-Attributable (STBGP-A) Funding for the Hwy 102/SW "I" Street intersection improvement project. These STBGP-A funds will be used to reimburse the City 80% of the total roadway construction cost for this project. The roadway construction cost will be \$1,013,923. The total contract value will include a waterline relocation and the final cost will be \$1,209,149. The 20% non-reimbursable City match (\$202,785) and 100% of the waterline relocation (\$195,225) will be funded with the Bond fund for a total of \$398,010.

#### COST TO CITY:

Cost of this Request: \$398,010

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE





Department: Street

**Date of Request:** January 2, 2019

| Acct Number        | Account Name                        | Revenue + ( - ) | Expense + ( - ) | Fund Balance + ( - ) |
|--------------------|-------------------------------------|-----------------|-----------------|----------------------|
| 020-3820-331.10-00 | Federal Grants/Federal Direct Grant | \$811,139.00    |                 | \$ 811,139.00        |
|                    |                                     |                 |                 | \$ -                 |
| 020-3820-430.73-80 | Improv's Other than Bldg/           |                 | \$ 811,139.00   | \$ (811,139.00)      |
|                    | Street Construction                 |                 |                 | \$ -                 |
|                    |                                     |                 |                 | \$ -                 |
| 030-3820-430.73-80 | Improv's Other than Bldg/           |                 | \$ 398,010.00   | \$ (398,010.00)      |
|                    | Street Construction                 |                 |                 | \$ -                 |
|                    |                                     |                 |                 | \$ -                 |
|                    |                                     |                 |                 | \$ -                 |
|                    |                                     |                 |                 | \$ -                 |
|                    |                                     |                 |                 | \$ -                 |
|                    | <b>Totals</b>                       | \$ 811,139.00   | \$ 1,209,149.00 | \$ (398,010.00)      |

**Justification:**

Budget Adjustment to accept Surface Transportation Block Grant Program-Attributable (STBGP-A) Funding for the Hwy 102/SW "I" Street intersection improvement project. These STBGP-A funds will be used to reimburse the City 80% of the total roadway construction cost for this project. The roadway construction cost will be \$1,013,923. The total contract value will include a waterline relocation and the final cost will be \$1,209,149. The 20% non-reimbursable City match (\$202,785) and 100% of the waterline relocation (\$195,225) will be funded with the Bond fund for a total of \$398,010.

FOR ACTING USE ONLY

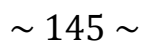
Council Action:            Approved    Disapproved    Other \_\_\_\_\_

Date: \_\_\_\_\_ Date entered: \_\_\_\_\_ By: \_\_\_\_\_

Revised 5/1/07

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



# Memorandum



**To:** City Council, Mayor Orman

**From:** Dennis Birge, Transportation Engineer

**Date:** Wednesday, January 02, 2019

**Re:** 090473 – Hwy 102/SW “I” Intersection Improvements – Budget adjustment to accept STBGP-A Grant

---

Staff recommends that City Council approve a budget adjustment to accept Surface Transportation Block Grant Program-Attributable (STBGP-A) Funding for the Hwy 102/SW “I” Street intersection improvement project. These funds will be used to reimburse the City 80% of the total roadway construction cost of this project.

This project has received STBGP-A funding and will be reimbursed 80% up to the amount of \$1,000,000. The total estimated cost of the project is anticipated to be \$1.2M. A summary of the funding is included:

|                                                    |                          |
|----------------------------------------------------|--------------------------|
| APAC contract total                                | \$1,209,148.34           |
| Waterline subtotal (bond funded)                   | \$ 195,225.10            |
| <br>Total available for reimbursement              | <br>\$1,013,923.24       |
| 80% STBGP-A funds                                  | \$ 811,138.59            |
| 20% City of Bentonville (bond funded)              | \$ 202,784.65            |
| <br><b>Total City responsibility (bond funded)</b> | <br><b>\$ 398,009.75</b> |

Thank you for your consideration of this request. Please contact me with any questions or comments by email ([dbirge@bentonvillear.com](mailto:dbirge@bentonvillear.com)) or phone (479-271-5964).



**NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION**

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

RECEIVED JAN 12 2017

January 10, 2017

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

Re: SW I Street and Hwy 102 Intersection Improvements  
Construction Phase  
FFY 2017 Surface Transportation Block Grant Program - Attributable (STBGP-A)

Dear Mayor McCaslin:

As you may recall, the SW I Street and Hwy 102 Intersection Project - Construction Phase was selected by the Northwest Arkansas Regional Planning Commission on September 23, 2015 for FFY 2017 STBGP-A funding. The STBGP-A funds awarded and the required local match are shown below:

|            |             |
|------------|-------------|
| STP-A      | \$1,000,000 |
| City Match | \$ 250,000  |
| Total      | \$1,250,000 |

The STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2017 funding is published.

These funds are required to be obligated by the end of the Federal Fiscal Year which ends on September 30, 2017. All required AHTD submittals and required approvals for this project should be completed by August 15, 2017 in order to allow sufficient time to obligate the STBGP-A funds for this project.

Please note that STBGP-A projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway."

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

  
Jeff Hawkins  
Director

Cc: Mr. Paul Simms, AHTD



# FEDERAL-AID PROJECT AGREEMENT

The Arkansas Department of Transportation hereby requests authorization to proceed with the following project.

PoDI/State Admin. ☐ PoDI/Locally Admin. ☐  
Assumed/State Admin. ☐ Assumed/Locally Admin. ☒  
Other ☐

Program Code : M23E & Z230  
F.A.P. : STPU-9036(19) State Job : 090473  
Project Description : Hwy. 102/SW "I" St. Inters. Impvts. (Bentonville) (S)  
County(ies) : Benton Est. Letting Date : 2017  
(Month / Year)  
Inventory Rt. # : 04x00102x030 Project Type : P "STIP" Item No. : 09X003 Est. Constr. Date : NA  
(Demo Projects Only) (Month / Year)  
Beginning Milept : 0003.520 Ending Milept : 0003.520 Demo. ID No. : NA  
(Demo Projects Only)  
Original Agreement : August 9, 2016 Description : Intersection Improvements  
Project End Date : December 31, 2020 CFDA # : 20.205

**FOR FHWA USE ONLY** Improvement Type : See below **BRIDGES** Feature                      Str. #                      Type                       
Urbanized Area : 700  
Rural or Urban : U3  
Functional System : C LPA : Y  
Fed-Aid System : Q FHWA Area : S9

**Related Project** State AR Job Number                      FAP Number                      Appr. Code                      Relationship                     

| Improvement Type     | Federal Funds         |                  |                  | Other CITY     | Other    | Total Cost       | F.F. % |
|----------------------|-----------------------|------------------|------------------|----------------|----------|------------------|--------|
|                      | Previously Authorized | Now Requested    | Total Federal    |                |          |                  |        |
| STPU - M23E          |                       |                  |                  |                |          |                  |        |
| State PE - 15        | 4,000                 | 0                | 4,000            | 1,000          |          | 5,000            | 80     |
| STPU - Z230          |                       |                  |                  |                |          |                  |        |
| Consult Title I - 15 | 96,000                | 0                | 96,000           | 38,044         |          | 134,044          | 80     |
| Roadway - 03         | 0                     | 1,000,000        | 1,000,000        | 273,320        |          | 1,273,320        | 80     |
| Total - Z230         | 96,000                | 1,000,000        | 1,096,000        | 311,364        |          | 1,407,364        |        |
| <b>TOTAL</b>         | <b>100,000</b>        | <b>1,000,000</b> | <b>1,100,000</b> | <b>312,364</b> | <b>0</b> | <b>1,412,364</b> |        |

Max \$1,100,000

Comments: Mod. #3 - Based on estimated construction costs.  
State PE Auth: 8/9/16  
Consult Auth: 9/20/16, Rev: 2/7/17. Tier 3 CatEx approved 8/17/17. R/W cert. 9/19/17.  
FHWA will be billed at 100% of the 80% allowable for consultant and construction costs.  
Max STP Attrib funds \$1,100,000. Sponsor: City of Bentonville  
Reviewed by NARTS Coordinator: Paul S. [Signature]

This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The State agrees that as a condition to payment of Federal funds obligated, it accepts and will comply with the agreement provisions set forth in 23 CFR, Parts 630.106 and 630.112; and its signature constitutes the making of the certifications.

|                                                                                                                |                      |
|----------------------------------------------------------------------------------------------------------------|----------------------|
| Approved for Submission :                                                                                      | Date: <u>9/20/17</u> |
| Approved in FMIS by Electronic Signature:                                                                      | Date: <u>9-20-17</u> |
| Agreement/ Modification Requested in FMIS by Electronic Signature:                                             | Date: <u>9/21/17</u> |
| Division Engineer - Program Management                                                                         |                      |
| Federal-Aid Project Agreement was approved and authorized by electronic signature on <u>09/21/2017</u> by FHWA |                      |
| Note a copy of Form FMIS06A has been printed and sent to the Master Files which shows the above date.          |                      |

**AGREEMENT OF UNDERSTANDING  
BETWEEN  
THE CITY OF BENTONVILLE  
AND  
THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

In Cooperation with the  
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Construction of the **SW I/Highway 102 Intersection Improvements**, (hereinafter be called the "Project") as a Federal-aid STP-Attributable project.

WHEREAS, funding in Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) Act and the Fixing America's Surface Transportation (FAST) Act includes 80% Federal-aid funds to be matched with 20% non-federal funds for certain city projects; and

WHEREAS, **the City of Bentonville** (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor will transmit to the Arkansas State Highway and Transportation Department (hereinafter called the "Department") a signed and sealed Resolution from the City Council authorizing the Mayor to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to the amount of Federal-aid funds and obligation limitation approved and available for the Project:

|                                        | Maximum<br><u>Federal %</u> | Minimum<br><u>Sponsor %</u> |
|----------------------------------------|-----------------------------|-----------------------------|
| Preliminary Engineering by Consultant  | 80                          | 20                          |
| Right-of-Way/Utilities                 | 80                          | 20                          |
| Construction                           | 80                          | 20                          |
| Construction Engineering by Consultant | 80                          | 20                          |
| Department Administrative Costs        | 80                          | 20 ; and                    |

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise.

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Initially submit to the Department \$1,000 (20%) to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.
2. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Attachment B) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**
3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Attachment C for items to be included in the bid proposal.)
4. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every six (6) months and not more than once per month.
5. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds.**
6. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.
7. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition).
8. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.
9. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
10. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").



11. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
12. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project (See Attachment D). **NOTE: Any property that is to become Department right-of-way must be acquired in the Department's name.**
13. Submit plans at 30%, 60%, and 90% completion stages for Department review.
14. Submit a certification letter (Attachment E), including all items noted, to the Department when requesting authority to advertise the Projects for construction bids.
15. Advertise for bids in accordance with federal procedures as shown in Attachment F. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
16. Forward a copy of all addenda issued for the Project during the advertisement to the Department.
17. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Attachment G), including all items noted, to the Department.
18. Prior to awarding the construction contract, submit a check for \$1,000 to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges to construction engineering.
19. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Attachment H). The duties and functions of this person are:
  - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - Maintains familiarity of day to day project operations, including project safety issues;
  - Makes or participates in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
  - During construction, visits and reviews the project on a daily basis;
  - Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - Directs project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
  - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
20. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department's Resident Engineer assigned to the Project.
21. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual



and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.

22. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every six (6) months and not more than once per month.
23. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment I). Reimbursement requests should be submitted, at minimum, every six (6) months and not more than once per month.
24. Attach LPA Report of Daily Work Performed (Attachment J) for all days that correspond with each CCRR submittal.
25. Prior to executing the work, submit construction contract change orders to the Department's Resident Engineer in charge of reimbursements for review and approval.
26. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment K). This form must be signed by the engineer/architect performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's Mayor.
27. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
28. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
29. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the Sponsor, including any act of omission, neglect or misconduct of said Sponsor. Further, the Sponsor shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.
30. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of

1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

31. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Attachment L).
32. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and Federal Highway Administration officials.
33. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
34. Be responsible for 100% of any and all expenditures which may be declared non-participating in federal funds, including any such award by the State Claims Commission.
35. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment M), which is necessary for Project participation.
36. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.
37. Be responsible for all costs not provided by the Federal Highway Administration.
38. Repay to the Department the federal share of the cost of this project if for any reason the Federal Highway Administration removes federal participation.
39. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right-of-way and **not, without prior approval from the Department:**
  - sell, transfer, or otherwise abandon any portion of the Project;
  - change the intended use of the Project;
  - make significant alterations to any improvements constructed with Federal-aid funds; or
  - cease maintenance or operation of a project due to the Project's obsolescence.
40. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.

41. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
42. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
43. Promptly notify the Department if the Project improvements outside of the Department's right-of-way are rendered unfit for continued use by natural disaster or other cause.
44. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment N).

THE DEPARTMENT WILL:

1. Maintain an administrative file for the project and be responsible for administering Federal-aid funds.
2. Review environmental documentation as prepared by the Sponsor.
3. Review plans and specifications submitted by the Sponsor.
4. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
5. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
6. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
7. Review and concur in award of the construction contract for the Project.
8. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.
9. Review and approve any necessary change orders for project/program eligibility.
10. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCRR form (Attachment I). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.



11. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment K).

12. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 24<sup>th</sup> day of May, 2016.

ARKANSAS STATE HIGHWAY AND  
TRANSPORTATION DEPARTMENT

CITY OF BENTONVILLE

\_\_\_\_\_  
Scott E. Bennett, P.E.  
Director of Highways and Transportation

\_\_\_\_\_  
Bob McCaslin  
Mayor

\_\_\_\_\_  
George Spence  
City Attorney

**ARKANSAS STATE HIGHWAY  
AND TRANSPORTATION DEPARTMENT**

**NOTICE OF NONDISCRIMINATION**

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: [joanna.mcfadden@ahtd.ar.gov](mailto:joanna.mcfadden@ahtd.ar.gov)

Free language assistance for Limited English Proficient individuals is available upon request.

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





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

## AGENDA FORM

CITY COUNCIL MEETING OF:

January 8, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

### ACTION REQUIRED:

Staff recommends City Council approval of a resolution authorizing the Mayor to enter into a Memorandum of Understanding with NWA Regional Planning Commission, to participate in a 1-Year Regional Stormwater Education and Coordination Program from January 1, 2019 - December 31, 2019 to be carried out by the University of Arkansas Cooperative Extension Service at a cost of \$22,558.31.

### COST TO CITY:

Cost of this Request: \$22,558

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

|                            |           |
|----------------------------|-----------|
| Previously Budgeted        | 22,558    |
| Funds Expended to Date     | -         |
| Remaining Budget           | 22,558    |
| Budget Adjustment          |           |
| Remaining After Adjustment | \$ 22,558 |

*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

**From:** Ellen Norvell, City Engineer

**Date:** December 26, 2018

**Re:** Agreement with NWA Regional Planning Commission



---

Staff requests City Council approval of a resolution authorizing the Mayor to enter into a Memorandum of Understanding with NWA Regional Planning Commission, to participate in a 1-Year Regional Stormwater Education and Coordination Program from January 1, 2019 thru December 31, 2019 to be carried out by the University of Arkansas Cooperative Extension Service at a cost of \$22,558.31. The funds are budgeted in the 2019 budget.

Thank you for your consideration of this request.

**EXHIBIT A**

**MEMORANDUM OF UNDERSTANDING FOR THE MS4  
JURISDICTIONS OF NORTHWEST ARKANSAS AND  
THE NORTHWEST ARKANSAS REGIONAL PLANNING  
COMMISSION**

**WHEREAS**, 21 cities in Benton and Washington Counties, the counties themselves, and the University of Arkansas meet the U.S. Environmental Protection Agency's "small" urbanized area municipal separate storm sewer (MS4) criteria, and must comply with national Phase II Stormwater Regulations; and

**WHEREAS**, the Arkansas Department of Environmental Quality (ADEQ), the state agency authorized by EPA to issue National Pollutant Discharge Elimination System (NPDES) permits requiring and ensuring compliance, will establish dates for affected entities to be covered under Arkansas' general permit for MS4s; and

**WHEREAS**, said permit requires development, implementation, and evaluation of a stormwater management plan, that addresses each of the six minimum control measures identified in the Phase II Storm Water Regulations contained in 40 CFR 122.26 and outlined in Part I.B.; and

**WHEREAS**, the Northwest Arkansas Regional Planning Commission (NWARPC) has coordinated meetings between representatives of affected jurisdictions in an effort to determine, in the interest of economy and efficiency, whether certain stormwater permit components could be addressed collectively, rather than individually; and

**WHEREAS**, it has been determined that a cost effective, regional approach to certain minimum control measures required as part of the permit – namely Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping – is both logical and appropriate; and

**WHEREAS**, the NWARPC previously requested and received statements of qualifications from interested institutions and firms with demonstrated water quality educational expertise, and has, in cooperation with representatives of affected MS4 jurisdictions, endorsed the attached proposal from the University of Arkansas Cooperative Extension Service; and

**WHEREAS**, the ADEQ has endorsed the regional concept and proposal for addressing said minimum control measures; and

**WHEREAS**, said representatives of affected MS4s have also endorsed the distribution of costs associated with the proposal as shown on the attached cost allocation plan; and

BENTONVILLE

**WHEREAS**, the Board of Directors of the NWARPC have authorized the Commission to act as the financial clearinghouse and primary contractor, on behalf of said MS4s, in connection with said proposal.

**NOW, THEREFORE BE IT RESOLVED THAT WE, THE UNDERSIGNED MS4 JURISDICTION, AND THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION, AGREE AS FOLLOWS:**

**SECTION 1.** To participate in a 1-Year Regional Stormwater Education and Coordination Program (January 1, 2019 – December 31, 2019), to be carried out by the University of Arkansas Cooperative Extension Service through an engagement with the Northwest Arkansas Regional Planning Commission, with costs based on a Base cost and each jurisdiction's pro-rated share of the region's 2010 urbanized area population; it being understood that said services to be provided shall satisfy requirements for the federally-mandated minimum control measures referenced herein. Commitments for participation in said program in future years will require governing body approval on a year-to-year basis.

**SECTION 2.** To participate financially in accordance with the attached cost allocation plan. Any increases in the costs allocated to the undersigned MS4 due to the failure of other MS4 jurisdictions to participate shall be subject to the approval of the undersigned MS4.

**SECTION. 3.** That all funds received by NWARPC from MS4s shall be utilized in their entirety for stormwater management program services and coordination activities in connection with EPA Phase II Stormwater Program requirements, and shall be accounted for separately from all other Commission funds.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
BENTONVILLE

\_\_\_\_\_  
NWARPC



**2019 Cost Allocation\* of U of A Cooperative Extension Service Regional Stormwater Education and  
NWA Regional Planning Commission Stormwater Coordination for NWA MS4 Jurisdictions**

**MS4 Cost = \$2,000 Base cost + (Remaining Program Cost x % NWA Urbanized Area Population)  
Using 2010 US Census Urban Block Data for the 21 MS4 Collaborating Jurisdictions**

| Jurisdiction          | Urbanized Area<br>Population | Total Population | % Urbanized Area<br>Population | \$2,000 Base with %<br>Urbanized Area |
|-----------------------|------------------------------|------------------|--------------------------------|---------------------------------------|
| Greenland             | 721                          | 1,294            | 0.24%                          | \$2,438.52                            |
| Elm Springs           | 973                          | 1,535            | 0.33%                          | \$2,591.79                            |
| Cave Springs          | 969                          | 1,931            | 0.33%                          | \$2,589.36                            |
| Bethel Heights        | 2,359                        | 2,372            | 0.80%                          | \$3,434.78                            |
| Tontitown             | 71                           | 2,460            | 0.02%                          | \$2,043.18                            |
| Little Flock          | 1,742                        | 2,585            | 0.59%                          | \$3,059.51                            |
| Elkins                | 1,991                        | 2,648            | 0.67%                          | \$3,210.96                            |
| Johnson               | 3,123                        | 3,354            | 1.06%                          | \$3,899.46                            |
| Prairie Grove         | 69                           | 4,380            | 0.02%                          | \$2,041.97                            |
| Pea Ridge             | 4,298                        | 4,794            | 1.46%                          | \$4,614.11                            |
| Farmington            | 4,964                        | 5,974            | 1.68%                          | \$5,019.18                            |
| Lowell                | 6,574                        | 7,327            | 2.23%                          | \$5,998.41                            |
| Centerton             | 9,135                        | 9,515            | 3.10%                          | \$7,556.05                            |
| Bella Vista           | 22,841                       | 26,461           | 7.74%                          | \$15,892.26                           |
| U of A                | 5,801                        | 27,503           | 1.97%                          | \$5,528.26                            |
| Bentonville           | 33,801                       | 35,301           | 11.45%                         | \$22,558.31                           |
| Washington County†    | 1,868                        | 203,065          | 0.63%                          | \$3,136.15                            |
| Benton County†        | 5,339                        | 221,339          | 1.81%                          | \$5,247.27                            |
| Rogers                | 54,897                       | 58,895           | 18.60%                         | \$35,389.24                           |
| Springdale            | 68,088                       | 70,747           | 23.07%                         | \$43,412.21                           |
| Fayetteville          | 65,457                       | 73,560           | 22.18%                         | \$41,812.00                           |
| <b>Program Totals</b> | <b>295,081</b>               |                  | <b>100.00%</b>                 | <b>\$221,473.00</b>                   |

Note: Budget year runs from January 1 through December 31 of each calendar year

\* These dollar breakdowns assume all jurisdictions participate

† Total population reflects the total county population including all incorporated areas

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND  
CLERK TO ENTER INTO A MEMORANDUM OF  
UNDERSTANDING WITH NORTHWEST ARKANSAS  
REGIONAL PLANNING FOR STORMWATER  
EDUCATION.**

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

**Section 1:** That the Mayor is hereby authorized to enter into a Memorandum of Understanding with Northwest Arkansas Regional Planning for a Stormwater Education Program, as set forth in the agreement attached hereto as Exhibit "A".

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

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

January 8, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

### ACTION REQUIRED:

The West Side Taxiway at the Bentonville Municipal Airport is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$33,883.81 more than the original contract amount of \$2,250,610.67. There is also a disincentive fee of \$7,500 due to cover costs for additional construction phase services due to the project not being complete within the contract time. A reconciliation change order in the amount of \$33,883.81 and a budget adjustment in the amount of \$26,383.81 is necessary to close out the project.

### COST TO CITY:

Cost of this Request: \$26,384

Additional Budget Amount \$26,384

☒ One time amount

☐ Continuing O and M

|                            |    |           |
|----------------------------|----|-----------|
| Previously Budgeted        | \$ | 2,250,611 |
| Funds Expended to Date     |    | 2,110,128 |
| Remaining Budget           |    | 140,483   |
| Budget Adjustment          |    | 26,384    |
| Remaining After Adjustment | \$ | 166,867   |

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

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE





**Date of Request:** December 27, 2018

| Acct Number        | Account Name       | Revenue + ( - ) | Expense + ( - ) | Fund Balance + ( - ) |
|--------------------|--------------------|-----------------|-----------------|----------------------|
| 010-1650-465.72-10 | Plant and Building |                 | \$ 26,383.81    | \$ (26,383.81)       |
|                    |                    |                 |                 | \$ -                 |
|                    |                    |                 |                 | \$ -                 |
|                    |                    |                 |                 | \$ -                 |
|                    |                    |                 |                 | \$ -                 |
|                    |                    |                 |                 | \$ -                 |
|                    |                    |                 |                 | \$ -                 |
|                    |                    |                 |                 | \$ -                 |
|                    |                    |                 |                 | \$ -                 |
|                    |                    |                 |                 | \$ -                 |
|                    | <b>Totals</b>      | \$ -            | \$ 26,383.81    | \$ (26,383.81)       |

Budget adjustment for additional funds necessary to reconcile for the actual construction cost for the VBT West Taxiway Project.

|                     |               |             |             |
|---------------------|---------------|-------------|-------------|
| FOR ACTING USE ONLY |               |             |             |
| Council Action:     | Approved      | Disapproved | Other _____ |
| Date:               | Date entered: | By:         |             |

Revised 5/1/07

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

PLEASE RECYCLE





# Memorandum

**To:** City Council, Mayor Orman  
**From:** Ellen Norvell, City Engineer  
**Date:** Thursday, December 27, 2018  
**Re:** VBT West Taxiway

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Staff requests City Council approval of a final reconciliation change order in the amount of \$33,883.81 and a budget adjustment in the amount of \$26,383.81 for the VBT West Taxiway Construction Project. The original contract amount was \$2,250,610.67. After completion of the project the total construction cost was \$2,284,494.48 for a difference of \$33,883.81. There is also a disincentive fee of \$7,500 due from the contractor to cover costs for additional construction phase services due to the project not being complete within the contract time.

Thank you for your consideration of this request.

**WEST SIDE TAXIWAY****FINAL PAYMENT APPLICATION AND CHANGE ORDER RECONCILIATION****CITY OF BENTONVILLE**

THE CONTRACTOR CERTIFIES THAT (1) TITLE TO ALL WORK, MATERIALS, AND EQUIPMENT INCORPORATED IN THE WORK, OR OTHERWISE LISTED IN OR COVERED BY THIS AND ALL PREVIOUS PAY ESTIMATES WILL PASS TO THE OWNER AT TIME OF PAYMENT FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS AND ENCUMBRANCES (EXCEPT SUCH AS ARE COVERED BY BOND ACCEPTABLE TO OWNER INDEMNIFYING OWNER AGAINST ANY SUCH LIEN, CLAIM, SECURITY INTEREST OR ENCUMBRANCE), AND (2) ALL WORK COVERED BY THIS PAY ESTIMATE IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND IS NOT DEFECTIVE.

SUBMITTED BY:

TRI STAR CONTRACTORS, LLC

1910 WAUKESHA ROAD

SILOAM SPRINGS, AR 72761

CONTRACTOR: TRI STAR CONTRACTORS, LLC

SIGNATURE AND DATE

APPROVED BY: CITY OF BENTONVILLE

SIGNATURE AND DATE (OWNER)

|                           |            |
|---------------------------|------------|
| PAY ESTIMATE NUMBER:      | 13         |
| DATE OF ESTIMATE:         | 12/19/2018 |
| NOTICE TO PROCEED ISSUED: | 10/12/2017 |
| CONTRACT DAYS:            | 250        |
| % CONTRACT TIME USED:     | 143.20%    |
| % WORK COMPLETED:         | 100.00%    |
| FINAL ACCEPTANCE DATE:    | 10/5/2018  |
| DAYS UNDER/OVER CONTRACT: | 108        |

|                              |                 |
|------------------------------|-----------------|
| ORIGINAL CONTRACT AMOUNT:    | \$ 2,250,610.67 |
| APPROVED CHANGE ORDER:       |                 |
| RECONCILIATION CHANGE ORDER: | \$ 33,883.81    |
| FINAL CONTRACT AMOUNT:       | \$ 2,284,494.48 |
| TOTAL DAYS REQUESTED         | 77              |

|                     |                 |
|---------------------|-----------------|
| TOTAL WORK TO DATE: | \$ 2,284,494.48 |
|---------------------|-----------------|

|                      |      |
|----------------------|------|
| MATERIALS ON HAND:   |      |
| LESS MATERIALS USED: |      |
| SUBTOTAL:            | \$ - |

|                      |      |
|----------------------|------|
| LESS RETAINAGE (0%): | \$ - |
|----------------------|------|

|                          |  |               |
|--------------------------|--|---------------|
| INCENTIVE PER DAY:       |  | \$ -          |
| 31 DISINCENTIVE PER DAY: |  | \$ (7,500.00) |

|                         |                 |
|-------------------------|-----------------|
| AMOUNT DUE:             | \$ 2,276,994.48 |
| LESS PREVIOUS PAYMENTS: | \$ 2,110,127.55 |

|                              |               |
|------------------------------|---------------|
| DUE AND PAYABLE THIS PERIOD: | \$ 166,866.93 |
|------------------------------|---------------|

| ITEM # | ITEM DESCRIPTION                                                                                                                           | UNITS | UNIT PRICE   | PLAN QTY | FINAL QTY | CHANGE   | DIFFERENCE     | EARNED TO DATE |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------|----------|-----------|----------|----------------|----------------|
| 1      | SITE PREPARATION                                                                                                                           | LS    | \$106,012.37 | 1.0      | 1.00      | 0        | \$ -           | \$ 106,012.37  |
| 2      | TRENCH AND EXCAVATION SAFETY SYSTEMS                                                                                                       | LS    | \$ 3,000.00  | 1.0      | 1.00      | 0        | \$ -           | \$ 3,000.00    |
| 3      | LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES                                                                       | LS    | \$ 1,600.00  | 1.0      | 1.00      | 0        | \$ -           | \$ 1,600.00    |
| 4      | EXISTING STAKE MOUNTED EDGE LIGHT, REMOVED                                                                                                 | EA    | \$ 50.00     | 11.0     | 11.00     | 0        | \$ -           | \$ 550.00      |
| 5      | EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED                                                                                               | EA    | \$ 240.00    | 1.0      | 1.00      | 0        | \$ -           | \$ 240.00      |
| 6      | DIRECTIONAL BORING, 1-WAY 6" C POLYETHYLENE CONDUIT WITH TWO 2" C INTERIOR CONDUITS                                                        | LF    | \$ 76.00     | 190.0    | 94.00     | -96      | \$ (7,296.00)  | \$ 7,144.00    |
| 7      | L-858(L) BASE MOUNTED, 2-MODULE GUIDANCE SIGN, INSTALLED                                                                                   | EA    | \$ 3,900.00  | 8.0      | 8.00      | 0        | \$ -           | \$ 31,200.00   |
| 8      | L-858(L) BASE MOUNTED, 3-MODULE GUIDANCE SIGN, INSTALLED                                                                                   | EA    | \$ 4,800.00  | 9.0      | 9.00      | 0        | \$ -           | \$ 43,200.00   |
| 9      | L-858(L) BASE MOUNTED, 4-MODULE GUIDANCE SIGN, INSTALLED                                                                                   | EA    | \$ 7,100.00  | 3.0      | 3.00      | 0        | \$ -           | \$ 21,300.00   |
| 10     | L-861(T) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED                                                                                        | EA    | \$ 1,150.00  | 116.0    | 114.00    | -2       | \$ (2,300.00)  | \$ 131,100.00  |
| 11     | L-853 ELEVATED RETROREFLECTIVE MARKERS, INSTALLED                                                                                          | EA    | \$ 500.00    | 0.0      | 0.00      | 0        | \$ -           | \$ -           |
| 12     | TEMPORARY AIRFIELD LIGHTING                                                                                                                | LS    | \$ 13,000.00 | 1.0      | 1.00      | 0        | \$ -           | \$ 13,000.00   |
| 13     | AHTD ACHM SURFACE COURSE (1/2") (PG 76-22)                                                                                                 | TN    | \$ 80.67     | 4,400.0  | 4,130.09  | -269.91  | \$ (21,773.64) | \$ 333,174.36  |
| 14     | PAVEMENT REMOVAL                                                                                                                           | SY    | \$ 30.00     | 208.0    | 182.00    | -26      | \$ (780.00)    | \$ 5,460.00    |
| 15     | UNCLASSIFIED EXCAVATION                                                                                                                    | CY    | \$ 6.00      | 32,937.0 | 31,513.96 | -1423.04 | \$ (8,538.24)  | \$ 189,083.76  |
| 16     | BORROW EXCAVATION                                                                                                                          | CY    | \$ 11.75     | 13,415.0 | 10,705.91 | -2709.09 | \$ (31,831.81) | \$ 125,794.44  |
| 17     | UNSUITABLE EXCAVATION (SELECT FILL)                                                                                                        | CY    | \$ 20.52     | 1,600.0  | 1,338.03  | -261.97  | \$ (5,375.62)  | \$ 27,456.38   |
| 18     | UNSUITABLE EXCAVATION (STONE FILL)                                                                                                         | CY    | \$ 24.00     | 6,100.0  | 12,343.95 | 6243.95  | \$ 149,854.80  | \$ 296,254.80  |
| 19     | FLOWABLE FILL                                                                                                                              | CY    | \$ 200.00    | 20.0     | 18.00     | -2       | \$ (400.00)    | \$ 3,600.00    |
| 20     | TEMPORARY EROSION CONTROL                                                                                                                  | LS    | \$ 21,000.00 | 1.0      | 1.00      | 0        | \$ -           | \$ 21,000.00   |
| 21     | CRUSHED AGGREGATE BASE COURSE (12")                                                                                                        | SY    | \$ 12.00     | 19,860.0 | 19,250.53 | -609.47  | \$ (7,313.64)  | \$ 231,006.36  |
| 22     | PAVEMENT MARKINGS WITH REFLECTIVE MEDIA                                                                                                    | SF    | \$ 5.00      | 4,000.0  | 4,513.00  | 513      | \$ 2,565.00    | \$ 22,565.00   |
| 23     | PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA                                                                                                 | SF    | \$ 4.00      | 7,700.0  | 8,973.00  | 1273     | \$ 5,092.00    | \$ 35,892.00   |
| 24     | 12" REINFORCED CONCRETE PIPE (CLASS III)                                                                                                   | LF    | \$ 50.00     | 126.0    | 126.00    | 0        | \$ -           | \$ 6,300.00    |
| 25     | 12" REINFORCED CONCRETE PIPE (CLASS IV)                                                                                                    | LF    | \$ 65.00     | 374.0    | 339.00    | -35      | \$ (2,275.00)  | \$ 22,035.00   |
| 26     | 15" REINFORCED CONCRETE PIPE (CLASS IV)                                                                                                    | LF    | \$ 67.00     | 248.0    | 224.00    | -24      | \$ (1,608.00)  | \$ 15,008.00   |
| 27     | 18" REINFORCED CONCRETE PIPE (CLASS III)                                                                                                   | LF    | \$ 70.00     | 52.0     | 54.00     | 2        | \$ 140.00      | \$ 3,780.00    |
| 28     | PIPE COLLAR (18" RCP, CLASS III)                                                                                                           | EA    | \$ 1,000.00  | 1.0      | 1.00      | 0        | \$ -           | \$ 1,000.00    |
| 29     | 12" REINFORCED CONCRETE END SECTION                                                                                                        | EA    | \$ 700.00    | 7.0      | 7.00      | 0        | \$ -           | \$ 4,900.00    |
| 30     | 15" REINFORCED CONCRETE END SECTION                                                                                                        | EA    | \$ 850.00    | 4.0      | 4.00      | 0        | \$ -           | \$ 3,400.00    |
| 31     | 18" REINFORCED CONCRETE END SECTION                                                                                                        | EA    | \$ 900.00    | 1.0      | 1.00      | 0        | \$ -           | \$ 900.00      |
| 32     | 4'0" X 4'0" STANDARD SINGLE GRATE INLET                                                                                                    | EA    | \$ 4,500.00  | 1.0      | 1.00      | 0        | \$ -           | \$ 4,500.00    |
| 33     | CONCRETE DITCH PAVING                                                                                                                      | SY    | \$ 54.00     | 2,020.0  | 2,006.24  | -13.76   | \$ (743.04)    | \$ 108,336.96  |
| 34     | SEEDING                                                                                                                                    | AC    | \$ 1,882.00  | 12.9     | 12.90     | 0        | \$ -           | \$ 24,277.80   |
| 35     | SODDING                                                                                                                                    | SY    | \$ 4.00      | 8,300.0  | 8,300.00  | 0        | \$ -           | \$ 33,200.00   |
| 36     | TRENCHING FOR DIRECT-BURIED CABLE, 18 INCH MINIMUM DEPTH                                                                                   | LF    | \$ 3.25      | 525.0    | 405.00    | -120     | \$ (390.00)    | \$ 1,316.25    |
| 37     | NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT                                                            | LF    | \$ 1.75      | 19,750.0 | 16,289.00 | -3461    | \$ (6,056.75)  | \$ 28,505.75   |
| 38     | NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS | LF    | \$ 1.85      | 14,750.0 | 10,820.00 | -3930    | \$ (7,270.50)  | \$ 20,017.00   |

| ITEM #                | ITEM DESCRIPTION                                                                             | UNITS | UNIT PRICE    | PLAN QTY | FINAL QTY | CHANGE | DIFFERENCE     | EARNED TO DATE  |
|-----------------------|----------------------------------------------------------------------------------------------|-------|---------------|----------|-----------|--------|----------------|-----------------|
| 39                    | TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH                         | LF    | \$ 3.25       | 10,750.0 | 8,815.00  | -1935  | \$ (6,288.75)  | \$ 28,648.75    |
| 40                    | CONSTRUCTION OF PREFABRICATED CONCRETE VAULT BUILDING AND FOUNDATION, IN PLACE               | LS    | \$ 120,000.00 | 1.0      | 1.00      | 0      | \$ -           | \$ 120,000.00   |
| 41                    | INSTALLATION OF PREFABRICATED CONCRETE VAULT BUILDING EQUIPMENT, IN PLACE                    | LS    | \$ 65,000.00  | 1.0      | 1.00      | 0      | \$ -           | \$ 65,000.00    |
| 42                    | CONCRETE ENCASED ELECTRICAL DUCT BANK, 2-WAY 2"C                                             | LF    | \$ 19.50      | 425.0    | 315.00    | -110   | \$ (2,145.00)  | \$ 6,142.50     |
| 43                    | CONCRETE ENCASED ELECTRICAL DUCT BANK, 4-WAY 2"C                                             | LF    | \$ 39.00      | 75.0     | 60.00     | -15    | \$ (585.00)    | \$ 2,340.00     |
| 44                    | NON-ENCASED ELECTRICAL DUCT BANK, 2-WAY 2"C                                                  | LF    | \$ 15.00      | 900.0    | 809.00    | -91    | \$ (1,365.00)  | \$ 12,135.00    |
| 45                    | NON-ENCASED ELECTRICAL DUCT BANK, 4-WAY 2"C                                                  | LF    | \$ 23.00      | 210.0    | 189.00    | -21    | \$ (483.00)    | \$ 4,347.00     |
| 46                    | NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2"C                                                    | LF    | \$ 9.00       | 10,500.0 | 9,239.00  | -1261  | \$ (11,349.00) | \$ 83,151.00    |
| 47                    | CONCRETE ENCASED ELECTRICAL JUNCTION STRUCTURE L-867 CLASS 1, SIZE 16" DIAMETER BY 24" DEPTH | EA    | \$ 885.00     | 12.0     | 12.00     | 0      | \$ -           | \$ 10,620.00    |
| 48                    | PRECAST CONCRETE ELECTRICAL HANDHOLE INTERIOR DIMENSIONS 2'L X 3'W X 3'D                     | EA    | \$ 9,800.00   | 2.0      | 2.00      | 0      | \$ -           | \$ 19,600.00    |
| 49                    | OWNER'S PROTECTIVE INSURANCE (ADDITIONALLY INSURED)                                          | LS    | \$ 3,000.00   | 1.0      | 1.00      | 0      | \$ -           | \$ 3,000.00     |
| 50                    | IRRIGATION LINE CASING & RECONNECTION                                                        | LF    | \$ 65.00      | 0.0      | 60.00     | 60     | \$ 3,900.00    | \$ 3,900.00     |
| 51                    | STAGING AREA AND ACCESS ROAD TO REMAIN                                                       | LS    | \$ (1,500.00) |          | 1.00      | 1      | \$ (1,500.00)  | \$ (1,500.00)   |
| FINAL CONTRACT AMOUNT |                                                                                              |       |               |          |           |        | \$ 33,883.81   | \$ 2,284,494.48 |