BENTONVILLE CITY COUNCIL AGENDA

Note – Due to health concerns related to COVID-19, some of all of the members of the City Council, as well as City staff members, may attend this meeting by phone or other remote means. Those who attend should observe the CDC recommendations concerning hygiene, the use of masks or other facial coverings, and social distancing (keeping at least 6 feet away from other persons present at the meeting). No one should attend this meeting if they are experiencing any type of illness involving a fever, sneezing or coughing, or shortness of breath. Those attending the meeting in person may be screened before being allowed to enter by having their temperature taken and by being asked a series of questions focusing on possible exposure to COVID-19. Those wishing to make public comments who cannot or do not want to attend the meeting may do so by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting and those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make "live" public comments orally in the event they cannot or do not feel comfortable attending the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

Regular City Council Meeting **Tuesday, July 28, 2020 6:00 p.m.**
Bentonville Community Center **1101 Southwest Citizens Circle**
BCC Community Rooms
If the public would like to attend virtually, please register at the following link by 4:00 p.m. on July 28, 2020:
https://us02web.zoom.us/webinar/register/WN_98N5CdjDSmCwXaJY3sE3bQ

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: July 14, 2020

AGENDA

1. Bentonville Together presentation by Dr. Todd Jenkins. **(Page 7)**

2. Planning:

2a. **Ordinance accepting a lot split of Lots 1-3 of Zeher Addition, Mike & Pamela Zeher, 10125 S Morningstar Road, A-1, Agricultural.**

(Pages 12-15)

The Planning Commission voted 7-0, recommending approval.

A lot split of +/- 29 acres of un-platted section land that will create Lot 1 (+/-18 acres), Lot 2 (5.41 acres) and Lot 3 (5.40 acres) of Zeher Addition. The plat dedicates a 20-foot utility easement along the entire length of Morningstar Road. Right-of-way is adequate along Morningstar Road at this time.

2b. **Ordinance changing real estate from R-2, Duplex & Patio Home Residential to R-ZL, Residential Zero-Lot Line, ELB Land Holdings, LLC, 3310 & 3312 SW Hillstone Avenue, 3311 & 3313 SW Stonepoint Avenue.**

(Pages 16-18)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low Density Residential. According to the Bentonville Community Plan, Low Density Residential areas typically include single-family residential properties with a density of 3-8 units per acre. According to the applicant's narrative, the intent of the rezoning request is to develop four single-family residential houses that would be consistent and comparable to the existing single-family homes within and immediately adjacent to these properties. Due to the site's compatibility with the Future Land Use Plan and surrounding uses, staff recommends approval of the rezoning request.

2c. **Ordinance changing real estate from R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential, Desavado Living Trust, 404 SW Glover Street.**

(Pages 19-23)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas include single-family residential, two-family residential and townhouse properties, as well as local amenities for residents. According to the applicant's narrative, their intent of the rezone is to be able to split the current lot and construct single family residences. While the DN-2 district does allow for townhomes at the end of blocks, only single or two family residences would be allowed on this property due to its mid-block location. Staff recommends approval of the rezoning request due to the site's compatibility with the Future Land Use Plan and surrounding uses.

2d. **Ordinance changing real estate from PUD, Planned Unit Development & C-2, General Commercial to R-3, Medium Density Residential, G&I Properties, LLC, 1507 & 1605 SW 14th Street.**

(Pages 24-27)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan was recently amended to High Density Residential. The General Plan Amendment was approved by Planning Commission on June 2, 2020. High Density Residential areas include apartments, condominium buildings, and other special types of group living. These areas vary greatly in terms of density. They may also integrate amenities for residents, including local parks, community centers, and resident-oriented commercial uses. According to the applicant's narrative, the intent of the rezoning request is to construct a multi-family development that will be similar to existing developments along SW 14th Street to the west. It is important to note that according to the applicant's narrative, the developer is well aware of the screening, buffering, and separation requirements that will have to be met due to the surrounding residential properties. Due to the site's compatibility with the Future Land Use Plan, its proximity to an Arterial road, as well as surrounding uses and zoning districts, staff recommends approval of the rezoning request.

2e. **Ordinance changing real estate from R-ZL, Residential Zero-Lot Line to R-3, Medium Density Residential, Jamaal Parker & Buildup Development, LLC, SW Livingston Square.**

(Pages 28-34)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas include townhouse or duplex residential properties. They may also include local amenities for residents. According to the applicant's narrative, they are requesting a rezoning for Lots 8-11, 13-18, and 26-34 of PE Livingston Estates Subdivision. The intent of the rezoning request is so the applicant can construct two-family residential homes and townhomes of up to three stories high. The exterior architectural designs of the new developments will be similar to the existing homes in the subdivision. Due to the site's compatibility with the Future Land Use Plan, as well as surrounding uses and zoning districts, staff recommends approval of the rezoning request.

2f. **Ordinance changing real estate from PUD, Planned Unit Development to R-1, Single Family Residential, Osage Real Estate Holdings, 4080 N Rainbow Farm Road.**

(Pages 35-38)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. According to the Bentonville Community Plan, Residential Estate areas typically include large-lot single-family residential properties at least one acre in size. According to the applicant's narrative, the intent of the rezoning request is to develop single-family residential housing in the future. This development would propose no more than four residential lots per acre. For reference, Eagle Creek Subdivision, located to the east, provides an average single-family lot size of

approximately 0.2 acres. While the applicant's rezoning request to R-1, Single-Family Residential does not necessarily fit with the narrow Residential Estate land use category, the surrounding context of the area may lend support to the rezoning request. A large-lot single-family subdivision, as described within this application is right in line with the Future Land Use Plan and land uses in the vicinity. Staff recommends approval of the rezoning request.

2g. **Ordinance changing real estate from A-1, Agricultural to C-2, General Commercial, 28th and I Street, LLC, SW I Street and SW 28th Street.** **(Pages 39-42)**

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. The Bentonville Community Plan describes Medium-Density Residential land use areas as locations for townhouse or duplex residential properties with a density of 8-12 units per acre. The plan also notes the potential for the development of amenities for local residents. According to the applicant's narrative, the intent of the rezoning request is to provide food, beverage, retail, and other by-right uses for the property. The changing context of the area, such as commercial development to the south and the airport and its associated uses to the west infer that additional commercial development may be warranted. While the proposed rezoning request does not necessarily align with the Future Land Use plan, surrounding uses, such as the Bentonville Municipal Airport to the west and Neighborhood Market to the south, and zoning districts may justify the rezoning request to C-2, General Commercial. Staff recommends approval of the rezoning request.

2h. **Ordinance accepting a lot split of Lots 21-22 of Eversole Addition, JHampton, LLC, 3703 & 3705 SW H Street, C-3, Mixed-Use Residential.** **(Pages 43-47)**

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 13 of Eversole Addition, creating new Lots 21 (approximately one acre) and 22 (approximately 1.15 acres). The plat dedicates a 20-foot utility easement along the street frontage of new Lot 22, as well as a varying width utility easement along the shared lot line. The plat also dedicates a 12.5-foot by 20-foot utility easement in the northwest corner of new Lot 22.

3. Resolution to support the installation of artwork titled "Flight" by artist Bob Doster in Osage Park. Oz Art is funding the purchase, installation, maintenance and future de-installation of the artwork. The Public Art Advisory Committee and the Bentonville Parks and Recreation Advisory Board have approved the proposal. Proposal attached. **(Pages 48-56)**

4. Reappointment of Nathan Lembke for a second three year term on the Tree and Landscape Advisory Committee. The term will expire on July 25, 2023. **(Pages 57-59)**

5. Public hearing and ordinance for a Utility Easement Vacation requested for Lot 301 of Windwood Subdivision Phase 6 (VAC20-0011). **(Pages 60-62)**

6. Public hearing and ordinance vacating a drainage easement requested for Lot 2 of Silver Leaf Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas. (VAC20-0017) **(Pages 63-66)**

7. Resolution setting a public hearing for August 11, 2020 for a Utility Easement Vacation requested for LOT 35 of Wildwood Phase VI Subdivision (VAC20-0013). **(Pages 67-69)**

8. Resolution setting a public hearing for August 11, 2020 for a Utility Easement Vacation requested for LOT 30 of Harmon Grove of Central Park Subdivision Phase 3 (VAC20-0018). **(Pages 70-73)**

9. Resolution setting a public hearing for August 11, 2020 for an Alley Right of Way Vacation behind Lots 1-6a west of Fillmore Street of W.A. Burks Addition (VAC20-0020). **(Pages 74-76)**

10. Resolution setting a public hearing for August 11, 2020 for an Alley Right of Way Vacation behind Lots 7-12 west of Fillmore Street of W.A. Burks Addition (VAC20-0019). **(Pages 77-79)**

11. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Black Hills Energy Arkansas, Inc., for utility improvements and relocations related to the Water Tower Road expansion project. **(Pages 80-87)**

12. City Council approval of destruction of certain District Court records. An Affidavit of Destruction of District Court Records specifies the records subject to destruction. **(Pages 88-92)**

13. Bid Award authorizing the Mayor and City Clerk to award the bid for street light installation/repair to J. Williams Contractors per the attached bid tab. **(Pages 93-110)**

14a. Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter into a Guaranteed Maximum Price Amendment to the existing professional services agreement with CR Crawford Construction, LLC to provide construction management and general contractor services for the construction of the Public Works Maintenance Facility located at 2401 SW Aviation Street for an amount not to exceed $2,797,473.00. **(Pages 111-126)**

14b. Budget Adjustment requested by Staff for City Council approval in the amount of 1,687,473.00 to cover construction costs for the Public Works Maintenance Facility located at 2401 SW Aviation Street. **(Pages 127-128)**

15a. Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter into a professional services agreement with Olsson, Inc. to provide professional services associated with the analysis of four primary basins of the City of Bentonville sanitary sewer collection system in an amount not to exceed $1,164,900.00. The 2020 budget includes $600,000.00 for this project. A grant from the Walton Family Foundation in an amount up to $600,000.00 will be utilized to cover 50% of the cost of this project. **(Pages 129-153)**

15b. Budget Adjustment requested by Staff for City Council approval to recognize a grant from the Walton Family Foundation in an amount up to $600,000.00 to cover 50% of the cost of the sanitary sewer collection system analysis project. **(Pages 154-159)**

16. Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter into amendment #2 for the professional services agreement with CEI Engineering Associates, Inc. for services associated with the design and construction of the utility relocations associated with ARDOT project BB0903 - I49 improvements at Hwy 71 B interchange for an additional amount of $15,300.00 for a total contract amount not to exceed $44,900.00. **(Pages 160-164)**

17. This is a request asking for City Council approval of (1) a Change Order, and (2) a Budget Adjustment to reconcile and complete the Bentonville Police Department Criminal Investigations Center/Emergency Communication Center project. Refer to attachments. **(Pages 165-200)**

18. Adoption of an ordinance addressing Ordinance No. O-2020-137 and setting aside Section 4 thereof. **(Pages 201-202)**

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Mayor Orman

Department: Administration

Phone: 271-3112

ACTION REQUIRED:

Bentonville Together presentation by Dr. Todd Jenkins.

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

City Council Agenda Items

For City Council Meeting of July 28, 2020
From the July 21, 2020 Planning Commission Meeting

Ordinance accepting a lot split of Lots 1-3 of Zeher Addition, Mike & Pamela Zeher, 10125 S Morningstar Road, A-1, Agricultural.

The Planning Commission voted 7-0, recommending approval.

A lot split of +/- 29 acres of un-platted section land that will create Lot 1 (+/-18 acres), Lot 2 (5.41 acres) and Lot 3 (5.40 acres) of Zeher Addition. The plat dedicates a 20-foot utility easement along the entire length of Morningstar Road. Right-of-way is adequate along Morningstar Road at this time.

Ordinance changing real estate from R-2, Duplex & Patio Home Residential to R-ZL, Residential Zero-Lot Line, ELB Land Holdings, LLC, 3310 & 3312 SW Hillstone Avenue, 3311 & 3313 SW Stonepoint Avenue.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low Density Residential. According to the Bentonville Community Plan, Low Density Residential areas typically include single-family residential properties with a density of 3-8 units per acre. According to the applicant's narrative, the intent of the rezoning request is to develop four single-family residential houses that would be consistent and comparable to the existing single-family homes within and immediately adjacent to these properties. Due to the site's compatibility with the Future Land Use Plan and surrounding uses, staff recommends approval of the rezoning request.

Ordinance changing real estate from R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential, Desavado Living Trust, 404 SW Glover Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas include single-family residential, two-family residential and townhouse properties, as well as local amenities for residents. According to the applicant's narrative, their intent of the rezone is to be able to split the current lot and construct single family residences. While the DN-2 district does allow for townhomes at the end of blocks, only single or two family residences would be allowed on this property due to its mid-block location. Staff recommends approval of the rezoning request due to the site's compatibility with the Future Land Use Plan and surrounding uses.

Ordinance changing real estate from PUD, Planned Unit Development & C-2, General Commercial to R-3, Medium Density Residential, G&I Properties, LLC, 1507 & 1605 SW 14th Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan was recently amended to High Density Residential. The General Plan Amendment was approved by Planning Commission on June 2, 2020. High Density Residential areas include apartments, condominium buildings, and other special types of group living. These areas vary greatly in terms of density. They may also integrate amenities for residents, including local parks, community centers, and resident-oriented commercial uses. According to the applicant's narrative, the intent of the rezoning request is to construct a multi-family development that will be similar to existing developments along SW 14th Street to the west. It is important to note that according to the applicant's narrative, the developer is well aware of the screening, buffering, and separation requirements that will have to be met due to the surrounding residential properties. Due to the site's compatibility with the Future Land Use Plan, its proximity to an Arterial road, as well as surrounding uses and zoning districts, staff recommends approval of the rezoning request.

Ordinance changing real estate from R-ZL, Residential Zero-Lot Line to R-3, Medium Density Residential, Jamaal Parker & Buildup Development, LLC, SW Livingston Square.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas include townhouse or duplex residential properties. They may also include local amenities for residents. According to the applicant's narrative, they are requesting a rezoning for Lots 8-11, 13-18, and 26-34 of PE Livingston Estates Subdivision. The intent of the rezoning request is so the applicant can construct two-family residential homes and townhomes of up to three stories high. The exterior architectural designs of the new developments will be similar to the existing homes in the subdivision. Due to the site's compatibility with the Future Land Use Plan, as well as surrounding uses and zoning districts, staff recommends approval of the rezoning request.

Ordinance changing real estate from PUD, Planned Unit Development to R-1, Single Family Residential, Osage Real Estate Holdings, 4080 N Rainbow Farm Road.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. According to the Bentonville Community Plan, Residential Estate areas typically include large-lot single-family residential properties at least one acre in size. According to the applicant's narrative, the intent of the rezoning request is to develop single-family residential housing in the future. This development would propose no more than four residential lots per acre. For reference, Eagle Creek Subdivision, located to the east, provides an average single-family lot size of approximately 0.2 acres. While the applicant's rezoning request to R-1,

Single-Family Residential does not necessarily fit with the narrow Residential Estate land use category, the surrounding context of the area may lend support to the rezoning request. A large-lot single-family subdivision, as described within this application is right in line with the Future Land Use Plan and land uses in the vicinity. Staff recommends approval of the rezoning request.

Ordinance changing real estate from A-1, Agricultural to C-2, General Commercial, 28th and I Street, LLC, SW I Street and SW 28th Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. The Bentonville Community Plan describes Medium-Density Residential land use areas as locations for townhouse or duplex residential properties with a density of 8-12 units per acre. The plan also notes the potential for the development of amenities for local residents. According to the applicant's narrative, the intent of the rezoning request is to provide food, beverage, retail, and other by-right uses for the property. The changing context of the area, such as commercial development to the south and the airport and its associated uses to the west infer that additional commercial development may be warranted. While the proposed rezoning request does not necessarily align with the Future Land Use plan, surrounding uses, such as the Bentonville Municipal Airport to the west and Neighborhood Market to the south, and zoning districts may justify the rezoning request to C-2, General Commercial. Staff recommends approval of the rezoning request.

Ordinance accepting a lot split of Lots 21-22 of Eversole Addition, JHampton, LLC, 3703 & 3705 SW H Street, C-3, Mixed-Use Residential.

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 13 of Eversole Addition, creating new Lots 21 (approximately one acre) and 22 (approximately 1.15 acres). The plat dedicates a 20-foot utility easement along the street frontage of new Lot 22, as well as a varying width utility easement along the shared lot line. The plat also dedicates a 12.5-foot by 20-foot utility easement in the northwest corner of new Lot 22.

Consent Agenda Items

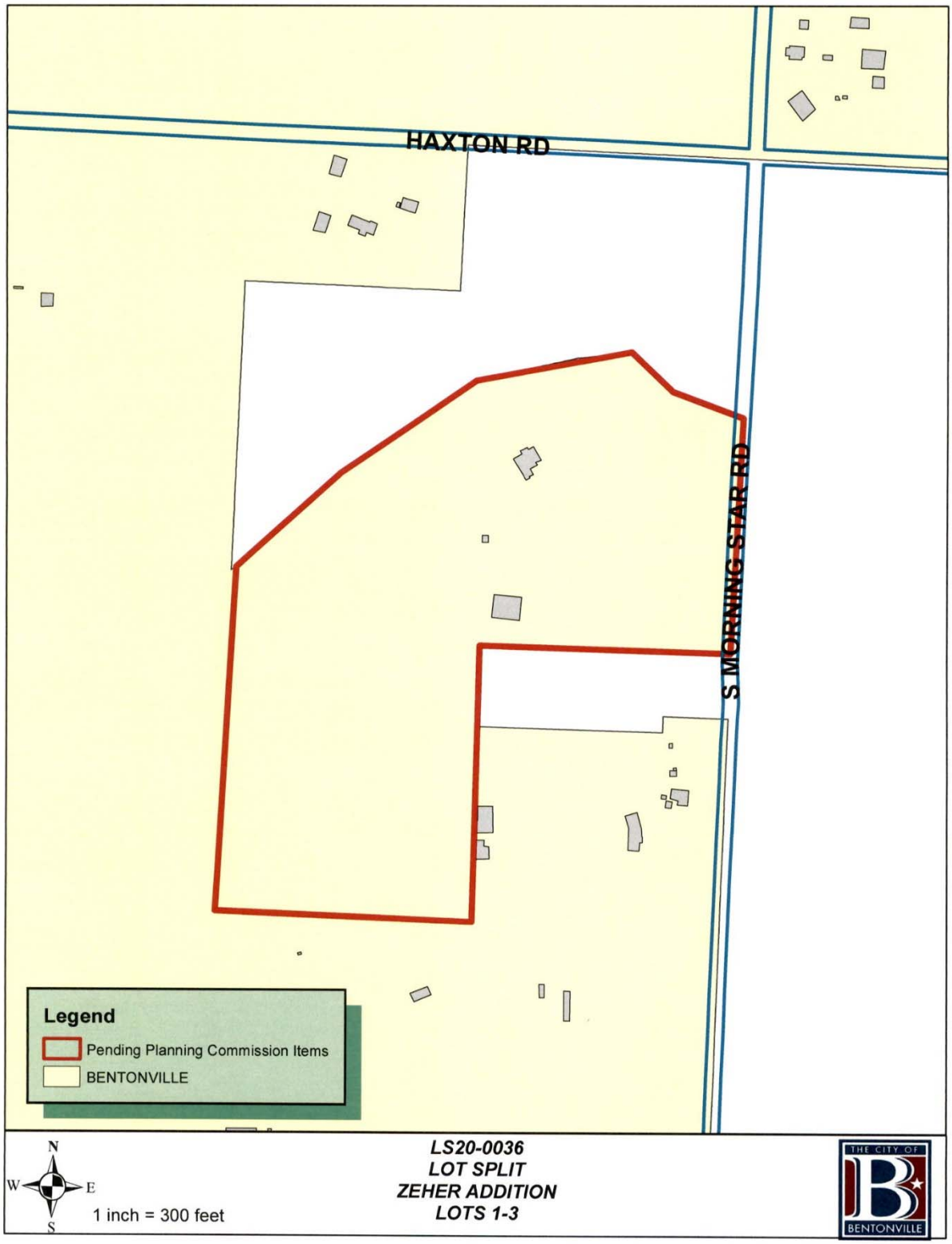
For Planning Commission meeting of July 21, 2020
Reviewer: Tyler Overstreet, AICP, Senior Planner

- At the Technical Review meeting held on July 14, 2020 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lots 1-3, Zeher Addition, Zeher, 10125 S Morningstar Road, A-1, Agricultural, *LS20-0036*

A lot split of +/- 29 acres of un-platted section land that will create Lot 1 (+/-18 acres), Lot 2 (5.41 acres) and Lot 3 (5.40 acres) of Zeher Addition. The plat dedicates a 20-foot utility easement along the entire length of Morningstar Road. Right-of-way is adequate along Morningstar Road at this time.

(Please click on this link to access the vicinity map for this item: https://arcg.is/08HvK8)


HAXTON RD
S MORNING STAR RD
Legend
Pending Planning Commission Items
BENTONVILLE
N
W
E
S
1 inch = 300 feet
LS20-0036
LOT SPLIT
ZEHER ADDITION
LOTS 1-3
THE CITY OF
BENTONVILLE

LOT SPLIT

CREATING LOTS 1-3, ZEHER ADDITION
BENTONVILLE, ARKANSAS

CLIENT: -
Mike & Pam Zeher
10353 Morning Star Rd
Bentonville, Ar. 72712
(501) 414-4133 pamzeher@mac.com

SURVEY NOTES:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:
   Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.
2. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied the surveyor.
3. This plat represents a boundary survey of the parcels recorded in Deed Records, Book 2014, Page 70947 and Instrument L20829465 in the Official Public Records of Benton County, Arkansas.
4. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
5. Basis of Bearings: NAD83, State Plane Grid Coordinates, Arkansas North Zone, checking with Bentonville City Control Monument No. 118
6. Basis of Elevation: NAVD88, checking with Bentonville City Control Monument No. 118.
7. This survey is valid only if the drawing includes the seal and signature of the surveyor.
8. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats".
9. No abstract of title, nor title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record which would affect this parcel.
10. Dedication is made to the original purchaser of the survey and is not transferable to any additional buyers or subsequent owners.
11. This property is zoned A-1 (Agricultural). Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvillearkansas.com or call the Planning Department @ 479-271-5132.
12. No attempt was made to show building setback lines graphically on the survey. Setback dimensions are based on the orientation of the building(s) to be constructed.
13. Subsurface and environmental conditions were not examined nor considered a part of this survey.
14. The locations of underground utilities as shown hereon are based on such above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
15. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
16. Before any work in the right-of-way commences, contractor and/or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.
17. Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
18. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
19. There may not be fences or any other structures built in any drainage easements.
20. All structures must have ten minimum 20' clearances from all exterior lines.

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 use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed: _____

Name & Address: _____

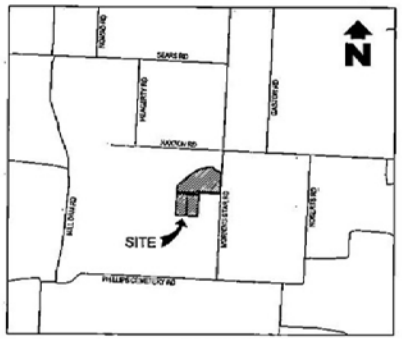
Print Name: _____

(State of Arkansas)
County of Benton
On this day before the undersigned, a Notary Public duly qualified and acting in and for the county and state aforesaid, personally appeared _____ satisfactorily proven to be the person(s) whose name(s) appear(s) as the Owner(s) in the foregoing instrument, and stated that he/she/they/he/have executed the same for the consideration, uses and purposes therein stated.

In witness whereof, I have hereto set my hand and on this _____ day of _____, 20__.

_____
Notary Public

My commission expires: _____



VICINITY MAP
Scale: 1" = 2,000'

ATLAS PAGE # 606

SURVEY DESCRIPTION - LOT 3:

A part of the SE¼ of the SW¼ of Section 26, Township 19 North, Range 31 West, Benton County, Arkansas, more particularly described as follows:

Beginning at the NW Corner of said SE¼ SW¼, being a Found 2" Aluminum Monument; Thence along the West line thereof, South 02°20'07" West, a distance of 710.12 feet to a Found ½" Rebar; Thence departing said West line, South 87°11'25" East, a distance of 319.80 feet to a Set ½" Rebar "AR1002" for the POINT OF BEGINNING; Thence North 02°20'07" East, a distance of 600.03 feet to a Set ½" Rebar "AR1002"; Thence South 87°11'40" East, a distance of 315.80 feet to a Set ½" Rebar "AR1002"; Thence North 02°48'18" East, a distance of 30.00 feet to a Set ½" Rebar "AR1002"; Thence South 87°11'40" East, a distance of 651.82 feet to a Set ½" Rebar "AR1002" in the West Right-of-Way of Morningstar Rd.; Thence along said West Right-of-Way, South 02°52'27" West, a distance of 20.00 feet to a Found ½" Rebar "PLS5886"; Thence North 87°11'40" West, a distance of 651.89 feet to a Found ½" Rebar "PLS5886"; Thence South 02°38'40" West, a distance of 719.96 feet to a Found ½" Rebar; Thence North 87°12'30" West, a distance of 300.49 feet to the POINT OF BEGINNING, containing 235,422 Square Feet or 5.40 Acres, more or less. Subject to easements, right of ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

CERTIFICATE OF APPROVAL:

Pursuant to the City of 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.

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor City of Bentonville

Signed: _____
City Clerk, City of Bentonville

SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas 72712; 464-9083

CERTIFICATE OF AUTHORIZATION
SAND CREEK ENGINEERING AND LANDSCAPE ARCHITECTURE, INC.
No. 385
ARKANSAS - ENGINEER

REGISTERED
STATE OF ARKANSAS
NO. 10102
C. BIDDY
PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTION:
PARCEL # 01-08215-750 (Deed 2014-70947)

A part of the NE¼ of the SW¼ of Section 26, T19N, R31W in Benton County, Arkansas, and being more particularly described as follows: Beginning at the SW Corner of said NE¼, SW¼; Thence N02°20'51"E 171.45 feet; thence N47°51'32"E 305.87 feet; thence N50°58'51"E 406.75 feet; thence N77°30'34"E 272.05 feet; thence N80°56'10"E 140.50 feet; thence S47°21'55"E 151.12 feet; thence S68°25'18"E 188.67 feet; thence S02°37'50"W 645.19 feet; thence N87°11'40"W 1319.33 feet to the P.O.B., containing 18.29 acres more or less and subject to easements and right of way of record.

LEGAL DESCRIPTION:
PARCEL # 01-08215-740 (Instrument L201829465)

A part of the SE¼ of the SW¼ of Section 26, Township 19 North, Range 31 West, Benton County, Arkansas, described as follows: Beginning at the NW Corner of said SE¼, SW¼; thence South 00°53' West 720 feet to an iron pin; thence South 88°58' East 600 feet to an iron pin; thence North 00°53' East 720 feet to the North line of said SE¼ of the SW¼; thence West 600 feet, more or less, to the point of beginning, lies in the P.O.B. Subject to easements, right of ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

SURVEY DESCRIPTION - LOT 1:

A part of the NE¼ of the SW¼ of Section 26, Township 19 North, Range 31 West, Benton County, Arkansas, more particularly described as follows:

Beginning at the NW Corner of said NE¼ SW¼, being a Found 2" Aluminum Monument; Thence along the West line thereof, North 02°20'51" East, a distance of 171.45 feet to a Found ½" Rebar "PLS1118"; Thence departing said West line, North 47°51'32" East, a distance of 305.87 feet to a Found ½" Rebar "PLS1118"; Thence North 50°58'51" East, a distance of 435.58' to a Found ½" Rebar "PLS1118"; Thence North 77°30'34" East, a distance of 34.07 feet to a Found ½" Rebar "ARPLS1370"; Thence North 77°21'49" East, a distance of 237.58 feet to a Found ½" Rebar "PLS1118"; Thence North 80°56'10" East, a distance of 140.67 feet to a Found ½" Rebar "PLS1118"; Thence South 47°21'55" East, a distance of 151.30 feet to a Found ½" Rebar "PLS1118"; Thence South 68°25'18" East, a distance of 188.28 feet to a Found ½" Rebar "PLS1118" in the West Right-of-Way of Morningstar Rd.; Thence along said West Right-of-Way, South 02°52'27" West, a distance of 613.22 feet to a Set ½" Rebar "AR1002"; Thence departing said West Right-of-Way, North 87°11'40" West, a distance of 671.54 feet to a Set ½" Rebar "AR1002"; Thence South 02°48'18" West, a distance of 90.00 feet to a Set ½" Rebar "AR1002"; Thence North 87°11'40" West, a distance of 651.81 feet to the POINT OF BEGINNING, containing 264,282 Square Feet or 15.20 Acres, more or less. Subject to easements, right of ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

SURVEY DESCRIPTION - LOT 2:

A part of the SE¼ of the SW¼ of Section 26, Township 19 North, Range 31 West, Benton County, Arkansas, more particularly described as follows:

Beginning at the NW Corner of said SE¼ SW¼, being a Found 2" Aluminum Monument; Thence along the West line thereof, South 02°20'07" West, a distance of 60.00 feet to a Set ½" Rebar "AR1002" for the POINT OF BEGINNING; Thence departing said West line, South 87°11'40" East, a distance of 670.01 feet to a Set ½" Rebar "AR1002"; Thence North 02°48'18" East, a distance of 90.00 feet to a Set ½" Rebar; Thence South 87°11'40" East, a distance of 671.54 feet to a Set ½" Rebar "AR1002" in the West Right-of-Way of Morningstar Rd.; Thence along said West Right-of-Way, South 02°52'27" West, a distance of 20.00 feet to a Set ½" Rebar "AR1002"; Thence departing said West Right-of-Way, North 87°11'40" West, a distance of 640.81 feet to a Set ½" Rebar "AR1002"; Thence South 02°14'59" West, a distance of 90.00 feet to a Set ½" Rebar "AR1002"; Thence North 87°11'40" West, a distance of 318.80 feet to a Set ½" Rebar "AR1002"; Thence South 02°20'07" West, a distance of 450.05 feet to a Set ½" Rebar "AR1002"; Thence North 87°12'30" West, a distance of 319.80 feet to a Found ½" Rebar; Thence North 02°20'07" East, a distance of 673.12 feet to the POINT OF BEGINNING, containing 235,638 Square Feet or 5.41 Acres, more or less. Subject to easements, right of ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

SURVEYOR'S CERTIFICATE:

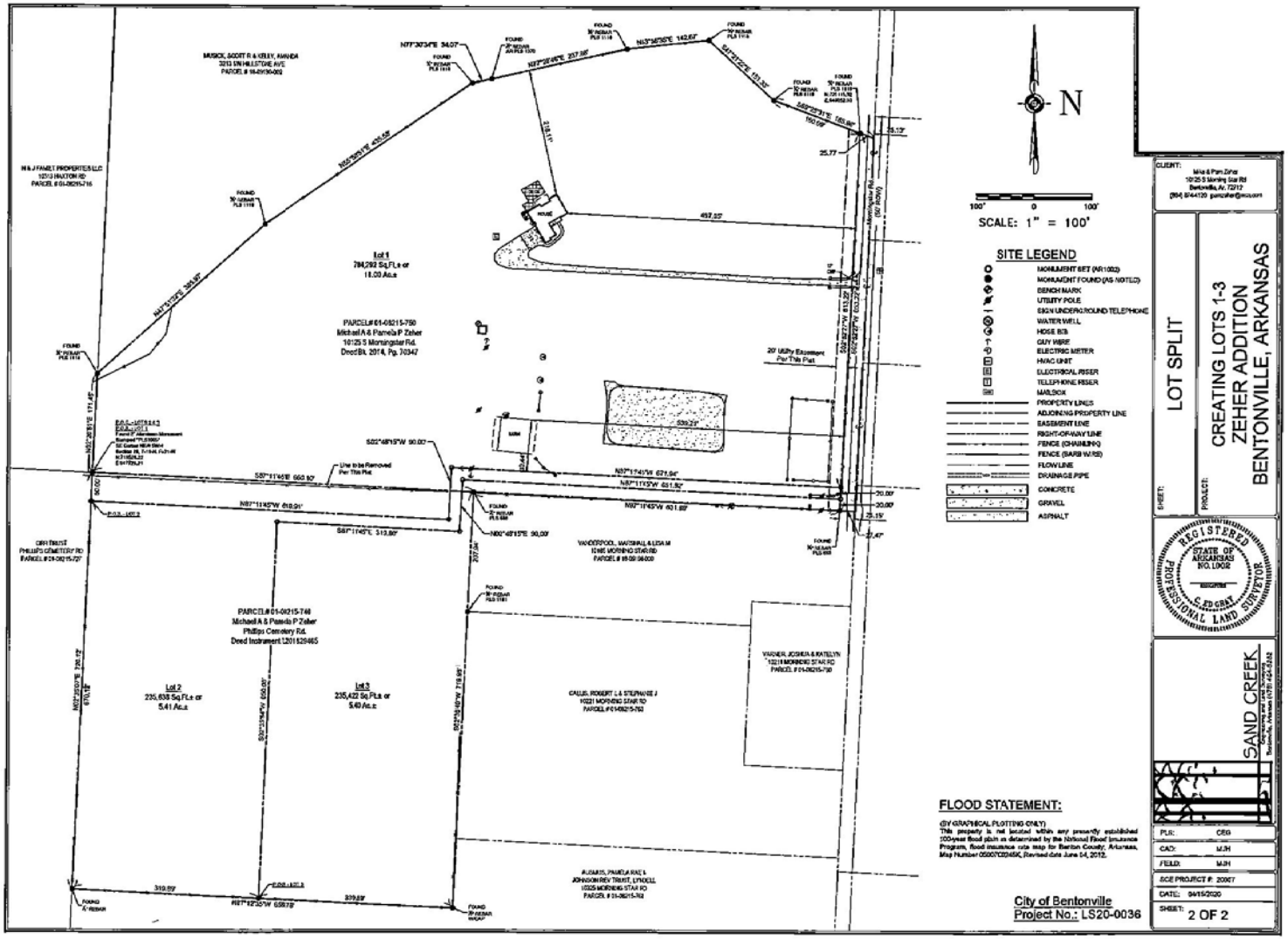
I, C. Biddy, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and/or corner stakes shown thereon actually exist and their location, size and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: _____

Signed: _____
C. Biddy
Registered Land Surveyor
State of Arkansas
Registration No. 1002

City of Bentonville
Project No.: LS20-0036

SHEET: 1 OF 2


N
SCALE: 1" = 100'
SITE LEGEND
MONUMENT SET (AR1002)
MONUMENT FOUND (AS NOTED)
BENCH MARK
UTILITY POLE
SIGN UNDERGROUND TELEPHONE
WATER WELL
HOSE BIB
GUY WIRE
ELECTRIC METER
HVAC UNIT
ELECTRICAL RISER
TELEPHONE RISER
MAILBOX
PROPERTY LINES
ADJOINING PROPERTY LINE
EASEMENT LINE
RIGHT-OF-WAY LINE
FENCE (CHAINLINK)
FENCE (BARB WIRE)
FLOW LINE
DRAINAGE PIPE
CONCRETE
GRAVEL
ASPHALT
FLOOD STATEMENT:
(BY GRAPHICAL PLOTTING ONLY)
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas, Map Number 05007C0245K, Revised date June 04, 2012.
City of Bentonville
Project No.: LS20-0036
Lot 1
784,292 Sq.Ft.s or
18.00 Ac.s
PARCEL#01-09215-750
Michael A & Pamela P Zeher
10125 S Morningstar Rd.
Deed Bk. 2014, Pg. 70347
Lot 2
235,638 Sq.Ft.s or
5.41 Ac.s
Lot 3
235,422 Sq.Ft.s or
5.40 Ac.s
PARCEL#01-09215-748
Michael A & Pamela P Zeher
Phillips Cemetery Rd.
Deed Instrument 1201529465
20' Utility Easement
Per This Plat
Line to be Removed
Per This Plat
CLIENT:
Mike & Pam Zeher
10125 S Morning Star Rd
Bentonville, Ar. 72712
(864) 8144120 pamzeher@icloud.com
LOT SPLIT
SHEET:
CREATING LOTS 1-3
ZEHER ADDITION
BENTONVILLE, ARKANSAS
PROJECT:
REGISTERED
STATE OF ARKANSAS
NO. L0908
C. ED GRAY
PROFESSIONAL LAND SURVEYOR
SAND CREEK
PLR: CEG
CAD: MJH
FIELD: MJH
SCE PROJECT #: 20067
DATE: 04/15/2020
SHEET: 2 OF 2

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1-3 OF ZEHER ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS20-0036).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1-3 of Zeher Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 21, 2020; 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 1-3 of Zeher 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 _____, 2020.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
City Clerk

REZONING STAFF REPORT

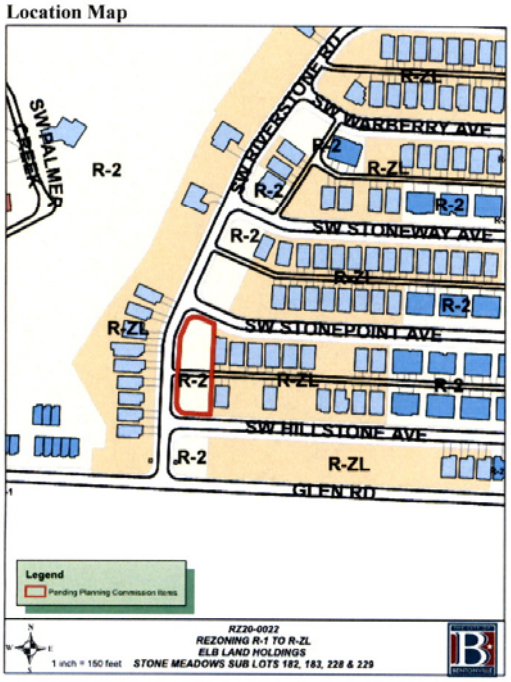
ELB Holdings, LLC

3310 & 3312 SW Hillstone Ave. and 3311 & 3313 SW Stonepoint Ave.
PC Date: 7/21/2020
Reviewer: Jon Stanley, Senior Planner

Project Number	RZ20-0022
Applicant / Current Owner	ELB Holdings, LLC 354 Angle Falls Lane Springdale, AR 72762
Site Area	+/- 0.44 acres
Current Zoning	R-2, Duplex & Patio Home Residential
Requested Zoning	R-ZL, Zero Lot Line
Future Land Use Map Designation	Residential Estate

https://arcg.is/08HvK8

Location Map



Property Description
These properties are located at 3310 & 3312 SW Hillstone Avenue and 3311 & 3313 SW Stonepoint Avenue in the Stone Meadows Addition Subdivision. They are currently zoned R-2, Duplex & Patio Home Residential. Adjacent zoning districts are R-2 to the north and south and RZ-L, Residential Zero-Lot Line, to the east and west.

Relationship to the General Plan
The Future Land Use Plan currently depicts this property as Low Density Residential. According to the Bentonville Community Plan, Low Density Residential areas typically include single-family residential properties with a density of 3-8 units per acre.

Public Comment
Staff has not received public comment regarding this request.

Analysis
According to the applicant's narrative, the intent of the rezoning request is to develop four single-family residential houses that would be consistent and comparable to the existing single-family homes within and immediately adjacent to these properties.

Conclusion
Due to the site's compatibility with the Future Land Use Plan and compatibility to surrounding uses, staff recommends approval of the rezoning request to DN-1, Downtown Low-Density Residential.

REZONING APPLICATION NARRATIVE

This rezone request for lot 182/183 228/229 Stone Meadows Subdivision are described in plat 08/09/2006 Book 2006 Page 954 and 955. The current zoning designation is R-2 and the proposed designation is RZL.

Explanation: Owner ELB land Holding LLC. We request the rezone for future single family residents. We have had some interest but nothing finalized at this time.

Reason: We want to be able to build single family residents not attached.

Use: The zoning request will allow for single family homes just like the current homes in the surrounding area.

Traffic: Changing to RZL will not change the current traffic pattern already established.

Signage: No additional signage will be needed for this request.

Appearance: The new zoning request will not change the appearance of the homes built in this area.

Availability of water and sewer: The properties currently have water and sewer taps available.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-2, DUPLEX AND PATIO HOME RESIDENTIAL TO R-ZL, ZERO LOT LINE (PROJECT NUMBER: RZ20-0022).

WHEREAS, ELB Land Holdings, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-2, Duplex and Patio Home Residential to R-ZL, Zero Lot Line to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 182,183,228 AND 229 OF THE STONE MEADOWS SUBDIVISION ARE DESCRIBED IN PLAT 08/09/2006 BOOK 2006 PAGE 954 AND 955; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 21, 2020 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-2, Duplex and Patio Home Residential to R-ZL, Zero Lot Line.

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-2, Duplex and Patio Home Residential to R-ZL, Zero Lot Line to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2020.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
City Clerk

REZONING STAFF REPORT

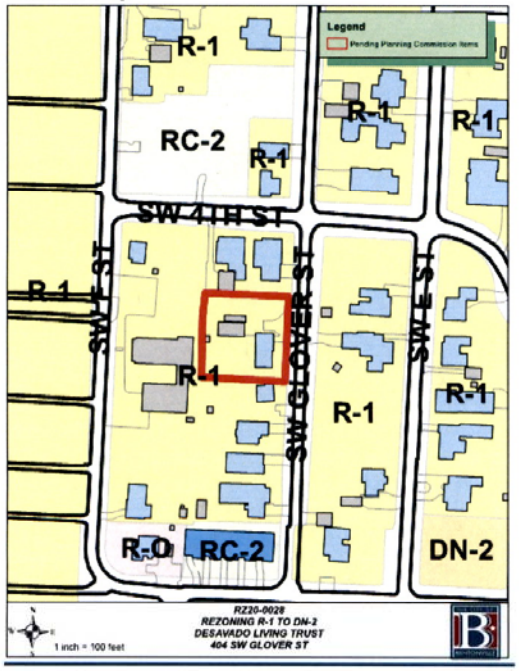
Desavedo Living Trust

404 SW Glover Street
PC Date: 7/21/2020
Reviewer: Jon Stanley, Senior Planner

Project Number	RZ20-0004
Applicant / Current Owner	Desavedo Living Trust 404 SW Glover Street Bentonville, AR 72712
Site Area	0.43 +/- acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 404 SW Glover Street and is currently zoned R-1, Single Family Residential. Adjacent zonings are R-1 to the north, south, east and west.

Relationship to the General Plan
The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas include single-family residential, two-family residential and townhouse properties, as well as local amenities for residents. These areas are found both near Downtown and in some recent growth areas.

Public Comment
Staff has received public comment regarding this request.

Analysis
According to the applicant's narrative, their intent of the rezone is to be able to split the current lot and construct single family residences. The regulation in the DN-2 district states that lots shall be a minimum of 40 feet wide. While the DN-2 district does allow for townhomes at the end of blocks, only single or two family residences would be allowed on this property due to its mid-block location.

Conclusion
Staff recommends approval of the rezoning request due to the site's compatibility with the Future Land Use Plan and surrounding uses.

Rezoning Narrative 404 SW Glover

Current Zoning Designation: R1- Single Family Residential

Proposed Zoning Designation: DN2- Downtown Medium Density Residential

Explanation: Newell Development proposes to rezone the property at 404 SW Glover (Parcel # 01-02511-000) from R1 to DN2, in order to develop a real estate project in compliance with DN2 development standards. The current owner is Desavedo Living Trust, Leslie Warren and Sharon Lynn (Mailing Address: 5 Darian Drive, Bentonville AR 72712) who endeavors to sell the property to Randall Hinton Development LLC. Newell Development will be the property developer.

Reason to Rezone: The rezone would allow for Randall Hinton Development LLC. to build more affordable medium density single-family units in the downtown area.

Statement of how the property will relate to surrounding properties: The development proposed for the property will fit in form and scale with similar Newell Development properties to the south on B Street.

Use: This residential development will fit into the SW Downtown development plan.

Traffic: The additional units should not impact current traffic patterns.

Signage: None proposed.

Appearance: Similar in style other Newell Development properties on B Street.

Water/ Sewer/ Electric: On-Site

NOTICE OF INTENT TO REZONE

Newell Development has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1 to DN-2

The legal description of the property is as follows:

Lot 19 of the replat of lots 7, 8 and part of lot 6, Fairclo Block addition to the City of Bentonville Arkasnas, as shown in Plat Book 8 at Page 104.

The common description of the property is: 404 SW Glover, Bentonville AR

Proposed land use: Medium Density Residential Housing

The public hearing will be held July 21, 20 20 at 5:00 p.m. It will be held at 305 SW A Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122 extension 2.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☐ I/we have no objections to the rezoning.

☒ I/we ~~object to the rezoning because:~~ HAVE CONCERN

IF MORE THAN 2 UNITS ARE BUILT ON THIS LOT, OUR HOUSE(414) WILL HAVE TO BE RENUMBERED. THIS HAPPENED SEVERAL YEARS AGO AND WAS AN EMMENSE PAIN. IT TOOK ALMOST A YEAR TO GET ALL OF OUR CORRESPONDENCE

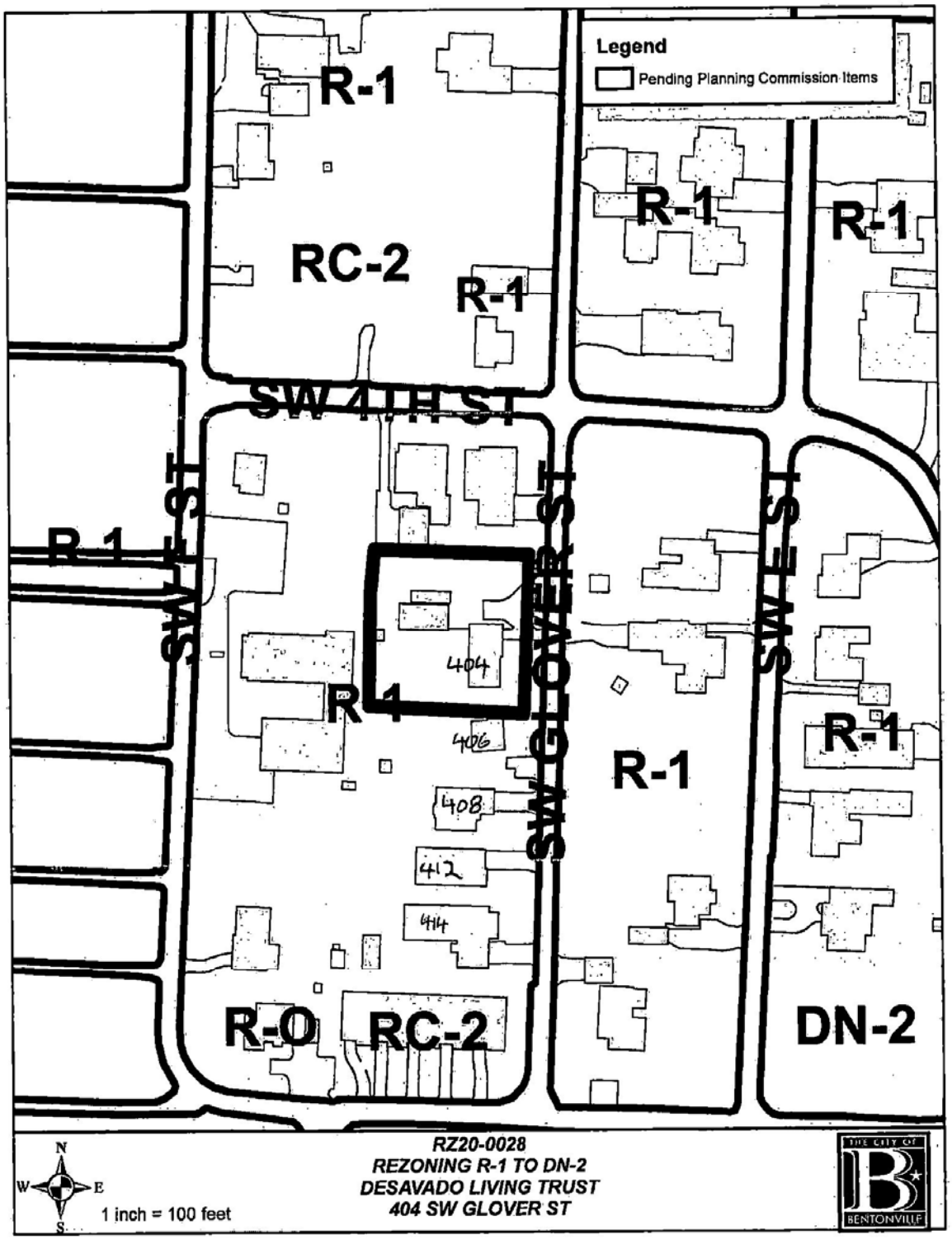
[redacted]

Signature

MARK H. MALLETT

[redacted] BENTONVILLE ARK

[redacted]


Legend
Pending Planning Commission Items
R-1
RC-2
R-1
R-1
R-1
SW 4TH ST
SW F ST
SW GLOVER ST
SW E ST
R-1
404
R-1
406
408
412
414
R-1
R-1
R-O
RC-2
DN-2
N
W
E
S
1 inch = 100 feet
RZ20-0028
REZONING R-1 TO DN-2
DESAVADO LIVING TRUST
404 SW GLOVER ST
THE CITY OF
BENTONVILLE

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO R-2, DUPLEX AND PATIO HOME RESIDENTIAL (PROJECT NUMBER: RZ20-0028).

WHEREAS, Desavado Living Trust duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to R-2, Duplex and Patio Home Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 19 OF THE REPLAT OF LOTS 7, 8 AND PART OF LOT 6, FAIRCLO BLOCK ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, AS SHOWN IN PLAT BOOK 8, AT PAGE 104.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to R-2, Duplex and Patio Home Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to R-2, Duplex and Patio Home Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2020.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
City Clerk

REZONING STAFF REPORT

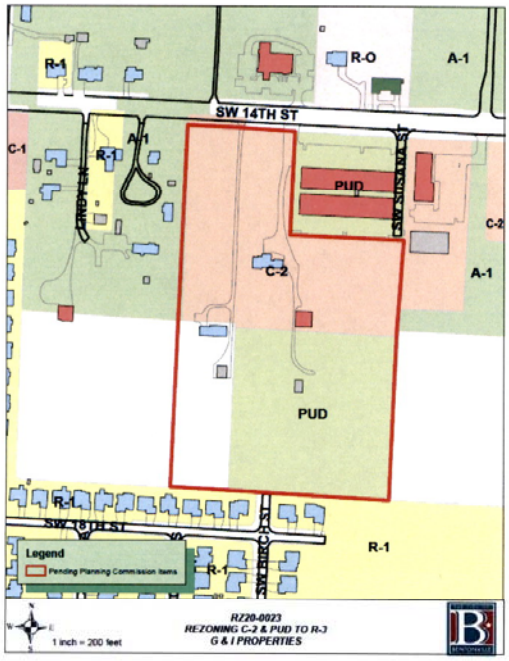
G&I Properties, LLC

1507 & 1605 SW 14th Street
PC Date: 7/21/2020
Reviewer: Ali Worley, Planning Technician

Project Number	RZ20-0023
Applicant / Current Owner	G&I Properties, LLC 3502 SW Champagne Avenue Bentonville, Arkansas
Site Area	+/- 17.06 acres
Current Zoning	PUD, Planned Unit Development & C-2, General Commercial
Requested Zoning	R-3, Medium Density Residential
Future Land Use Map Designation	High Density Residential (HDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 1507 SW 14th Street and is currently zoned PUD, Planned Unit Development, and C-2, General Commercial. Adjacent zonings are PUD to the north, A-1, Agricultural, to the east and west, and R-1, Single Family Residential, to the south.

Relationship to the General Plan
The Future Land Use Plan was recently amended to High Density Residential. The General Plan Amendment was approved by Planning Commission on June 2, 2020. High Density Residential areas include apartments, condominium buildings, and other special types of group living. These areas vary greatly in terms of density. They may also integrate amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

Public Comment
Staff has not received public comment regarding this request.

Analysis
According to the applicant's narrative, the intent of the rezoning request is to construct a multi-family development that will be similar to existing developments along SW 14th Street to the west. It is important to note that according to the applicant's narrative, the developer is well aware of the screening, buffering, and separation requirements that will have to be met due to the surrounding residential properties.

Conclusion
Due to the site's compatibility with the Future Land Use Plan, its proximity to an Arterial road, as well as surrounding uses and zoning districts, staff recommends approval of the rezoning request.

MORRISON SHIPLEY

June 15, 2020

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

Re: G&I Properties, 1605 and 1507 SW 14th Street
Bentonville, AR 72712
Rezoning Request

We are representing a request by Iqbal Singh Makkar to rezone property on the south side of SW 14th Street, just southwest of the Benton County Jail. This property currently have two homes located on the property along with pasture and minimal tree coverage. The owner would like to develop the 17-acre property into a multi-family development. Please find below the narrative addressing the required items under the Rezoning Request Checklist.

1. The property is currently zoned C-2, General Commercial and PUD, Planned Unit District. The proposed zoning is R-3, Medium Density Residential.
2. The R-3 zone will allow the construction of a Multi-Family Development.
3. The anticipated Multi-Family Development will be consistent with the Future Land Use Map. The development will be similar to other multi-family developments along SW 14th St to the west.
4. The property will have direct access to Hwy 102 (SW 14th St).
5. Signage is anticipated for the development but will meet all city sign ordinances.
6. The appearance of the development is not known at this time. The development will follow the Bentonville Design Standards.
7. There is an 8" water line located on both the north and south sides of the property. There is an 8" Sewer line also located on both the north and south sides of the property. station and found the pumps must be upgraded for this development, due to the existing pumps

Sincerely,
Morrison Shipley Engineers, Inc.

[redacted]

Patrick Foy, P.E.
Project Manager

2407 SE Cottonwood St Ste 1 • Bentonville AR 72903 • 479 273 2209 • morrisonshipley.com civil engineers • land surveyors

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-2, GENERAL COMMERCIAL & PUD, PLANNED UNIT DEVELOPMENT TO R-3, MEDIUM DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0023).

WHEREAS, G&I Properties, 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 C-2, General Commercial & PUD, Planned Unit Development to R-3, Medium Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE NE¼ OF THE NW ¼ OF SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 1; THENCE SOUTH 86°42'07" EAST A DISTANCE OF 615.20 FEET TO A 5/8" REBAR BEING THE POINT OF BEGINNING; THENCE NORTH 02°35'05" EAST A DISTANCE OF 1197.12 FEET TO A 5/8" REBAR; THENCE SOUTH 87°09'32" EAST A DISTANCE OF 181.47 FEET TO A 5/8" REBAR WITH CAP; THENCE SOUTH 02°35'05" WEST A DISTANCE OF 659.63 FEET TO A SET 5/8" REBAR; THENCE SOUTH 87°14'12" EAST A DISTANCE OF 543.00 FEET TO A SET 5/8" REBAR; THENCE SOUTH 02°33'57" WEST A DISTANCE OF 544.00 FEET TO A 5/8" REBAR; THENCE NORTH 86°42'07" WEST A DISTANCE OF 724.70 FEET TO THE POINT OF BEGINNING, CONTAINING 11.74 ACRES OR 511,431 SQUARE FEET, MORE OR LESS. SUBJECT TO ALL EASEMENTS OF RECORD OR FACT.ANDLOT 2, MAC'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2017 AT PAGE 402 AND CORRECTION FILED AS PLAT BOOK 2017 AT PAGE 432.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of C-2, General Commercial & PUD, Planned Unit Development to R-3, Medium Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of C-2, General Commercial & PUD, Planned Unit Development to R-3, Medium Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2020.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

City Clerk

REZONING STAFF REPORT

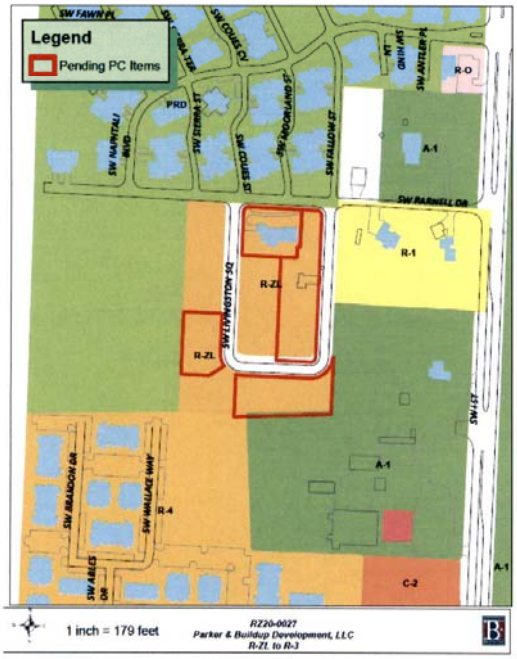
Parker & Buildup Development, LLC

SW Livingston Square
PC Date: 7/21/2020
Reviewer: Ali Worley, Planning Technician

Project Number	RZ20-0027
Applicant / Current Owner	Jamaal Parker 1111 SW Parnell Drive Bentonville, Arkansas 72713 Buildup Development, LLC 2700 SW Ledbury Cove Bentonville, Arkansas 72712
Site Area	+/- 2.24 acres
Current Zoning	R-ZL, Zero Lot Line
Requested Zoning	R-3, Medium Density Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located south of SW Parnell Drive along SW Livingston square. It is currently zoned R-ZL, Residential Zero-Lot Line. Adjacent zonings are PRD, Planned Residential Development, to the north and west, R-1, Single Family Residential, to the east, A-1, Agricultural, to the east and south, and R-4, High Density Residential, to the south.

Relationship to the General Plan
The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas include townhouse or duplex residential properties. They may also include local amenities for residents.

Public Comment
Staff has received public comment regarding this request.

Analysis
According to the applicant's narrative, they are requesting a rezoning for Lots 8-11, 13-18, and 26-34 of PE Livingston Estates Subdivision. The intent of the rezoning request is so the applicant can construct two-family residential homes and townhomes of up to three stories high. The exterior architectural designs of the new developments will be similar to the existing homes in the subdivision.

Conclusion
Due to the site's compatibility with the Future Land Use Plan, as well as surrounding uses and zoning districts, staff recommends approval of the rezoning request.

Earthplan Design Alternatives, PA
Civil Engineering / Landscape Architecture

Mr. Jon Stanley
Planning Department
305 SW A Street
Bentonville, AR 72712

June 17, 2020

Mr. Stanley,

Jamal and Stephanie Parker and Buildup Development, LLC are requesting a change in zoning from the current R-ZL to R-3 for lots 8-11, 13-18, and 26-34 of the existing PE Livingston Estates Subdivision located on the south side of SW Parnell Dr. The Parnells *own all lots in this subdivision* and they live on Lot 34 of it. There are no pending property sales involving these lots; the properties are being developed and rented by the same company. This subdivision has road frontage onto SW Parnell Dr. and SW I St. is located approximately 430 feet to the east. The Bentonville airport is located about 500 feet to the east.

The client has constructed single family residential units on lots 1-7 and 19-25 of PE Livingston Estates Subdivision. However, he now wishes to construct up to three story-high two-family residential units with two townhome structures on the remaining property in order to make a denser use of the land in an area that is sure to build up as Bentonville grows.

The property within this subdivision was previously zoned R-2 before late 2016 when the current owner requested the zoning to be changed to R-ZL to allow his proposed single family homes to have a more usable side yard with zero side setbacks. Zero lot line building setbacks are not allowed in R-3 zoning but R-3 zoning coupled with a Horizontal Property Regime would allow the Parnells to finish out this subdivision in the manner they need with both two-family residential units and townhomes. This is therefore what is being requested.

For simplicity's sake, I've outlined below what the surrounding land uses are in relation to the *entire* Livingston Estates Subdivision. The land adjacent to the west and north is zoned PRD; fourplexes are located to the north within this PRD. R-1 zoning is located adjacent to the northeast, A-1 is located in the southeast, and R-4 zoning consisting of apartments is located on the southwest. Some of the adjacent zoning for the lots requested to be rezoned is R-ZL.

The property will be used for two-family residential homes and townhomes of up to three stories with brick and fiber cement siding boards. The exterior architectural designs will be the similar to that of the current homes in this subdivision. Signage will consist of what the existing subdivision has, if any. The future homes will connect to the existing eight inch water lines in the subdivision and eight inch sewer lines.

134 W. Emma Ave. Springdale, AR 72764 Phone: 479-756-1266
www.eda-pa.com

Earthplan Design Alternatives, PA
Civil Engineering / Landscape Architecture

Traffic will enter and exit onto SW Parnell Dr. and would then travel north and south on SW I St.. SW Parnell Dr. is classified as a Local Street and SW I St. is classified as an Arterial Street. Direct water and sewer is available for this future development, as these items were designed for during the design of the PE Livingston Estates subdivision.

If you have any questions please do not hesitate to contact me.

Sincerely,

Sarah Geurtz, PLA
sdg@eda-pa.com

134 W. Emma Ave. Springdale, AR 72764 Phone: 479-756-1266
www.eda-pa.com

NOTICE OF INTENT TO REZONE

Stephanie & Jamal Parker & Buildup Development, LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-ZL (Residential Zero Lot Line) to R-3 – (Medium Density Residential)

The legal description of the property is as follows:

See attached

The common description of the property is: South of SW Parnell Drive

Proposed land use: residential (two-family residential and townhomes)

The public hearing will be held July 21, 20 20 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or and deliver it to the City of Bentonville Planning Department, 305 S.W. A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.).

For more information, you may call the Planning Department at (479) 271-3122.

I/we have received notice of the public hearing for the rezoning of the above described property and:

☐ I / we have no objections to the rezoning.

☒ I / we object to the rezoning because:

THIS REZONING WOULD ALLOW AN ADDITIONAL APPROXIMATELY 18 FAMILIES ON THESE LOTS, ASSUMING THE BUILDING OF DUPLEX UNITS. *

[redacted]

Signature and Physical Address

* THIS WILL INCREASE THE TRAFFIC ON PARNELL FLOWING TOWARD "I" STREET EXIT WITH NO LIGHT AT "I" STREET. THIS WILL INCREASE THE POSSIBILITY OF RESIDENTS USING THE STREETS IN THE ARBORS COMMUNITY.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-ZL, ZERO LOT LINE TO R-3, MEDIUM DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0027).

WHEREAS, Jamal Parker & Buildup Development, 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 R-ZL, Zero Lot Line to R-3, Medium Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 8, 9, 10, & 11 PE LIVINGSTON SQUARE SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS PER THE PLAT OF SAID SUBDIVISION FILED FOR RECORD AT FILE L201851655 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER FOR BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, THENCE SOUTH 87°36'38" EAST, A DISTANCE OF 112.88 FEET; THENCE SOUTH 02°23'22" WEST, A DISTANCE OF 114.19 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 42.29 FEET, A CHORD BEARING SOUTH 16°14'59" EAST A DISTANCE OF 41.55 FEET.; THENCE SOUTH 58°35'02" WEST, A DISTANCE OF 52.91 FEET; THENCE NORTH 87°36'38" WEST, A DISTANCE OF 82.25 FEET; THENCE NORTH 02°24'28" EAST, A DISTANCE OF 183.00 FEET TO THE POINT OF BEGINNING.CONTAINING 20,573 SQUARE FEET OR 0.47 ACRES, MORE OR LESS.LOTS 13, 14, 15, 16, 17, & 18 PE LIVINGSTON SQUARE SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS PER THE PLAT OF SAID SUBDIVISION FILED FOR RECORD AT FILE L201851655 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER FOR BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 18, THENCE SOUTH 88°19'45" WEST, A DISTANCE OF 284.71 FEET; THENCE NORTH 02°23'22" EAST, A DISTANCE OF 128.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE

LEFT, HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 17.20 FEET, A CHORD BEARING SOUTH 80°01'47" EAST A DISTANCE OF 17.15 FEET.; THENCE SOUTH 87°36'38" EAST, A DISTANCE OF 200.00 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, AN ARC DISTANCE OF 102.10 FEET, A CHORD BEARING NORTH 47°23'22" EAST A DISTANCE OF 91.92 FEET.; THENCE SOUTH 87°36'38" EAST, A DISTANCE OF 2.00 FEET; THENCE SOUTH 02°23'22" WEST, A DISTANCE OF 170.58 FEET TO THE POINT OF BEGINNING.CONTAINING 33,897 SQUARE FEET OR 0.78 ACRES, MORE OR LESS.LOTS 26, 27, 28, 29, 30, 31, 32, 33, AND PART OF LOT 34 PE LIVINGSTON SQUARE SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS PER THE PLAT OF SAID SUBDIVISION FILED FOR RECORD AT FILE L201851655 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER FOR BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 26, THENCE NORTH 02°23'22" EAST, A DISTANCE OF 302.00 FEET; THENCE SOUTH 87°36'42" EAST, A DISTANCE OF 47.00 FEET; THENCE NORTH 02°23'22" EAST, A DISTANCE OF 31.00 FEET; THENCE SOUTH 87°36'38" EAST, A DISTANCE OF 8.18 FEET; THENCE NORTH 02°54'13" EAST, A DISTANCE OF 109.74 FEET; THENCE SOUTH 87°03'48" EAST, A DISTANCE OF 43.98 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.42 FEET, A CHORD BEARING SOUTH 42°20'13" EAST A DISTANCE OF 21.11 FEET.; THENCE SOUTH 02°23'22" WEST, A DISTANCE OF 412.32 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET, A CHORD BEARING SOUTH 47°23'22" WEST A DISTANCE OF 21.21 FEET.; THENCE NORTH 87°36'38" WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.CONTAINING 43,236 SQUARE FEET OR 0.99 ACRES, MORE OR LESS.PART OF LOT 34 PE LIVINGSTON SQUARE SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS PER THE PLAT OF SAID SUBDIVISION FILED FOR RECORD AT FILE L201851655 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER FOR BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 34, THENCE NORTH 02°23'22" EAST, A DISTANCE OF 127.23 FEET TO THE POINT

OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.71 FEET, A CHORD BEARING NORTH 47°39'47" EAST A DISTANCE OF 21.31 FEET.; THENCE SOUTH 87°03'48" EAST, A DISTANCE OF 156.03 FEET; THENCE SOUTH 02°54'13" WEST, A DISTANCE OF 109.74 FEET; THENCE NORTH 87°36'38" WEST, A DISTANCE OF 8.18 FEET; THENCE SOUTH 02°23'22" WEST, A DISTANCE OF 31.00 FEET; THENCE NORTH 87°36'42" WEST, A DISTANCE OF 47.00 FEET; THENCE NORTH 87°36'38" WEST, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING.CONTAINING 23,842 SQUARE FEET OR 0.55 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 July 21, 2020 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-ZL, Zero Lot Line to R-3, Medium Density Residential.

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

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

PASSED AND APPROVED this_____ day of _____, 2020.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
City Clerk

REZONING STAFF REPORT

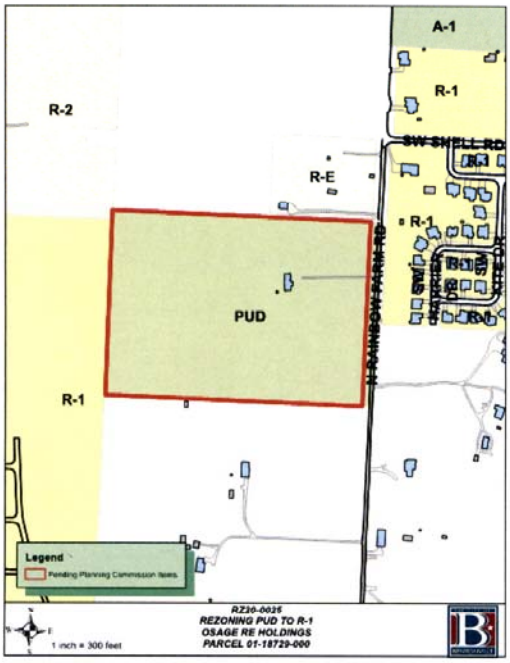
Osage Real Estate Holdings

4080 N Rainbow Farm Road
PC Date: 7/21/2020
Reviewer: Tyler Overstreet, Senior Planner, AICP

Project Number	RZ20-0025
Applicant / Current Owner	Osage Real Estate Holdings 4034 N Old Wire Road Fayetteville, AR 72703
Site Area	+/- 26.75 acres
Current Zoning	PUD, Planned Unit Development
Requested Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Residential Estate

https://arcg.is/08HvK8

Location Map



Property Description
This property is located southwest of the intersection of N Rainbow Farm Road and SW Shell Road. It is currently zoned expired PUD, Planned Unit Development. Adjacent zoning districts are Centerton and A-1, Agricultural, to the north, R-1, Single Family Residential, and Benton County to the east, Benton County to the south, and R-1 to the west.

Relationship to the General Plan
The Future Land Use Plan currently depicts this property as Residential Estate. According to the Bentonville Community Plan, Residential Estate areas typically include large-lot single-family residential properties at least one acre in size.

Public Comment
Staff has not received public comment regarding this request.

Analysis
According to the applicant's narrative, the intent of the rezoning request is to develop single-family residential housing in the future. This development would propose no more than four residential lots per acre. For reference, Eagle Creek Subdivision, located to the east, provides an average single-family lot size of approximately 0.2 acres.

Conclusion
While the applicant's rezoning request to R-1, Single-Family Residential does not necessarily fit with the narrow Residential Estate land use category, the surrounding context of the area may lend support to the rezoning request. A large-lot single-family subdivision, as described within this application is right in line with the Future Land Use Plan and land uses in the vicinity.

Staff recommends approval of the rezoning request.

Dear Planning Commission,

The intent of this letter is to describe the current conditions of the property at 4808 N. Rainbow Farm Road, and the reason we are requesting the zoning be revised. The current zoning designation of the property is Planned Unit Development (PUD). The purpose of the PUD zoning classification was originally used to give more flexibility to the property for development, since at the time of purchase the development of the property was unknown. The current owner, Osage RE Holdings, LLC, would like to develop the 26.55-acre site into a single-family residential subdivision and request that the property be zoned as R-1, Single Family Residential.

Development of surrounding area has begun to increase in recent years. The majority of the new development has been single family residential. We believe this area, and property, lends itself well to continue the development of single-family residents. There is a total of 8 schools within a 2.5-mile radius of the property, which lends this property to be a prime location for a new residential subdivision.

The current traffic directly adjacent to the property is very light. There is an existing gravel road along the east property line that would be developed during our project, to assist in the transportation of future residents, and the community. The city's Master Street Plan classifies N. Rainbow Farm Road as a future arterial roadway, so it would seem as though the potential traffic for this area has not come close to its peak.

Signage for the subdivision will reflect similar adjacent residential signage in the form of a ground mounted signage not more than 6 feet in height. The signage entering the residential community should meet signage requirements as listed for R-1 zoning per the city of Bentonville code.

The subdivision should include no more than 4 lots per acre. Currently, the site layout yields 95 lots for the 26.5 acres. Each lot should include a house approximately 2,200-2,600 square feet in size.

Access to existing public utilities should be available for both water and sewer. There is an existing 12" water main that runs along the north property line that the subdivision will tap onto. As for sewer, there is currently a 24" sewer main being constructed approximately 100' west of the property. After speaking with the city's Utility Department, these two locations are the recommended utility connection points.

Sincerely,

[redacted]

Jon Brittenum

Osage RE Holdings, LLC

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PUD, PLANNED UNIT DEVELOPMENT TO R-1, SINGLE FAMILY RESIDENTIAL (PROJECT NUMBER: RZ20-0025).

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

BEGINNING AT THE SOUTHWEST CORNER OF SAID NW 1/4 OF THE SW 1/4;THENCE ALONG THE WEST LINE OF SAID NW 1/4, NORTH 02° 12' 50" EAST - 911.042 FEET;THENCE LEAVING SAID WEST LINE, SOUTH 87° 28' 33" EAST - 1274.250 FEETTO THE WEST RIGHT-OF-WAY (ROW) OF NORTH RAINBOW ROAD;THENCE ALONG SAID WEST ROW, SOUTH 02° 38' 31" WEST - 909.150 FEET TO THE SOUTH LINE OF SAID NW 1/4;THENCE LEAVING SAID WEST ROW, NORTH 87° 33' 39" WEST - 1267.450 FEET ALONG SAID SOUTH LINETO THE POINT OF BEGINNING (P.O.B.), CONTAINING 1156586 SQ. FT., OR 26.55 ACRES AS SURVEYED.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

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

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

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

PASSED AND APPROVED this_____ day of _____, 2020.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

City Clerk

REZONING STAFF REPORT

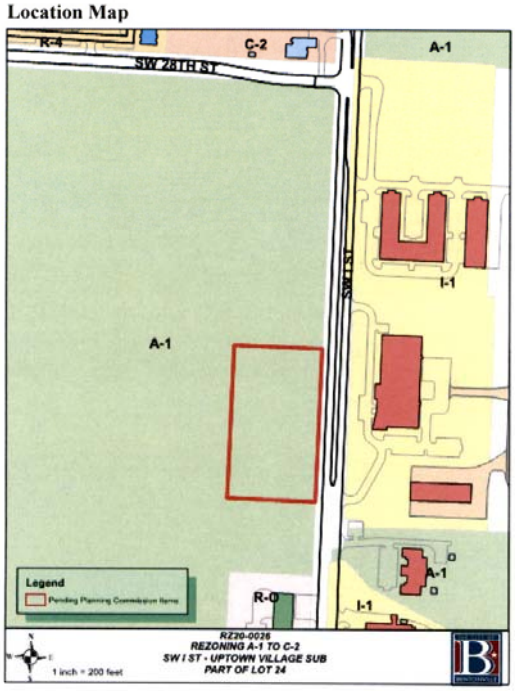
28th and I Street, LLC

SW I Street and SW 28th Street
PC Date: 7/21/2020
Reviewer: Tyler Overstreet, Senior Planner, AICP

Project Number	RZ20-0026
Applicant / Current Owner	28th and I Street, LLC 4 NE 10th Street #435 Oklahoma City, OK 73104
Site Area	+/- 3.29 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Medium-Density Residential

https://arcg.is/08HvK8

Location Map



Property Description
This property is located on SW I Street, north of the Walmart Neighborhood Market and south of SW 28th Street. Adjacent zoning districts are R-4, C-2, and A-1 to the north, I-1 to the east, A-1, R-O, and C-2 to the south, and Benton County to the west.

Relationship to the General Plan
The Future Land Use Plan currently depicts this property as Medium-Density Residential. The Bentonville Community Plan describes Medium-Density Residential land use areas as locations for townhouse or duplex residential properties with a density of 8-12 units per acre. The plan also notes the potential for the development of amenities for local residents.

Public Comment
Staff has not received public comment regarding this request.

Analysis
According to the applicant's narrative, the intent of the rezoning request is to provide food, beverage, retail, and other by-right uses for the property. The changing context of the area, such as commercial development to the south and the airport and its associated uses to the west infer that additional commercial development may be warranted.

Conclusion
While the proposed rezoning request does not necessarily align with the Future Land Use plan, surrounding uses, such as the Bentonville Municipal Airport to the west and Neighborhood Market to the south, and zoning districts may justify the rezoning request to C-2, General Commercial.

Staff recommends approval of the rezoning request.

modus studio
architecture + prototyping
479.455.5577
modusstudio.com
18 n. church ave. #102
fayetteville, ar 72701
contact@modusstudio.com
+ E | D | G

2020.06.15

City of Bentonville Planning Commission
Community Development Building
305 SW "A" Street
Bentonville, Arkansas 72712

RE: Rezoning Request for a portion of land as described on the attached exhibits.

To the City of Bentonville Planning Commission:

On behalf of 28th and I Street, LLC, we are requesting a zoning change to C-2 Commercial (proposed) from A-1 Agricultural (current) for a portion of the described lot.

The C-2 zoning allows for a multitude of appropriate uses along the I Street corridor. There is C-2 zoning directly north and south of this property and I-2 directly across the street to the east of the property.

Proposed Use
The future proposed uses include food, beverage, retail, and other by-right business uses for the property.

Signage
Any signage will be part of the development LSD and will be approved via separate sign permit as required by ordinance.

Traffic
Traffic considerations will be further studied during the LSD process and the capacity and utilization of I Street and 28th Street and current signalization is anticipated to be adequate for any future uses.

Utilities
Public water, sewer and electric are all adjacent to the site and will be further analyzed and designed during the LSD process.

Attachments
- Rezoning Diagram
- Property Owner Consent Form
- Warranty Deed
- Legal Description

Respectfully submitted,

[redacted]

Chris Baribeau, AIA + Brahm Driver, PE
modus studio EDG

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ20-0026).

WHEREAS, 28th and I Street, 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 A-1, Agricultural to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PORTION OF LOT 24 OF UPTOWN VILLAGE SUBDIVISION ACCORDING TO PLAT BOOK 2013, PAGE 317-320 IN THE PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS, BEING IN THE NORTHEAST QUARTER (NE/4) OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST AND BEING DESCRIBED BY METES AND BOUNDS FROM AN ON-THE-GROUND SURVEY BASED ON BEARINGS ESTABLISHED USING NAD83 PERFORMED ON MARCH 31, 2020 BY CEI ENGINEERING ASSOCIATES, INC. AS FOLLOWS: BEGINNING AT A FOUND 5/8" REBAR LS1534, BEING THE NORTHEAST CORNER OF SAID LOT 24;THENCE SOUTH 02°19'58" WEST ALONG THE WEST RIGHT OF WAY OF SW I ST., A DISTANCE OF 501.84;THENCE LEAVING SAID RIGHT OF WAY, NORTH 87°32'25" WEST, A DISTANCE OF 289.81;THENCE NORTH 02°27'35" EAST, A DISTANCE OF 501.04 FEET TO A POINT ON THE NORTH BOUNDARY OF AFOREMENTIONED LOT 24; THENCE SOUTH 87°41'55" EAST ALONG SAID NORTH BOUNDARY, A DISTANCE OF 288.70 FEET TO THE POINT OF BEGINNING; CONTAINING 145,044 SQUARE FEET OR 3.33 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 July 21, 2020 in the Council Chambers of the City of Bentonville; and,

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

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

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

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

PASSED AND APPROVED this_____ day of _____, 2020.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

City Clerk

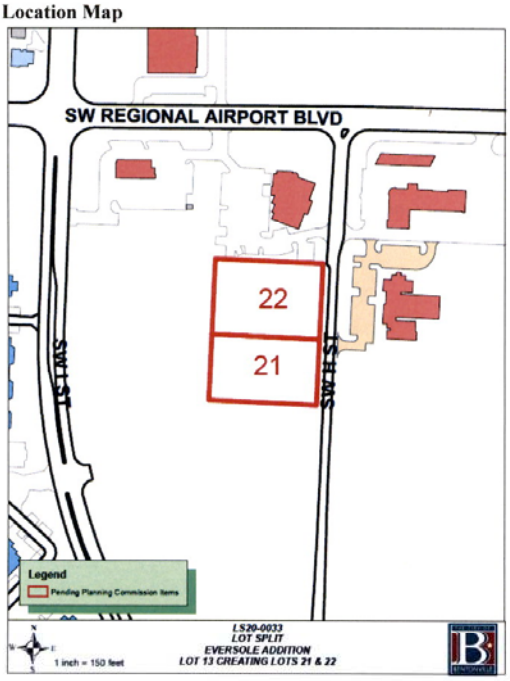
Lots 21-22 of Eversole Addition

3703 & 3705 SW H Street
PC Date: 7/21/2020
Reviewer: Ali Worley, Planning Technician

Project Number	LS20-0033
Applicant / Current Owner	JHampton, LLC 47 W Champions Boulevard Rogers, Arkansas
Site Area	+/- 2.15 acres
Current Zoning	C-3, Mixed-Use Commercial
Future Land Use Map Designation	High Density Residential (HDR)

https://arcg.is/08HvK8

Location Map



Property Description
The property is located at 3703 and 3705 SW H Street. It is currently zoned C-3, Mixed-Use Commercial with a Future Land Use designation of High Density Residential. Adjacent zonings are C-3 to the north, south, and west, and C-2, General Commercial, to the east.

Project Details
A lot split of Lot 13 of Eversole Addition, creating new Lots 21 (approximately one acre) and 22 (approximately 1.15 acres). The plat dedicates a 20-foot utility easement along the street frontage of new Lot 22, as well as a varying width utility easement along the shared lot line. The plat also dedicates a 12.5-foot by 20-foot utility easement in the northwest corner of new Lot 22.

Waivers
There is one waiver requested for this project:

- A waiver from Section 1100.16, Street Standards, subsection b, Right-of-Way Dedication. The code states that developments "shall dedicate sufficient right-of-way to bring those streets…into conformance with the right-of-way requirements of the most recently adopted Master Street Plan." SW H Street is designated as an Arterial road, which requires 90 feet of right-of-way, or 45 feet from the centerline of the road.
    - According to the applicant's waiver letter, based on expected traffic utilizing SW H Street, and what has been allowed for previous developers along the street, they are requesting to only dedicate right-of-way to a Collector street width. This is 70 feet of total right-of-way, or 35 feet from the centerline of the road.

Analysis and Recommendation
The plat does not meet the minimum requirements of the Land Development Code due to the waiver request. However, based on the reasons the applicant states in their waiver letter, both Planning and Engineering staff recommend approval of the right-of-way waiver, therefore recommending approval of the lot split.

Standard Conditions of Approval

1. Provide a digital copy of the plat.
2. Address all technical review comments prior to filing or requesting a building permit.

NOTES

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

Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

July 16, 2020

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

Re: LS 20-0033 Eversole
Bentonville, AR
CTA No. 20104000

Planning Staff,

We are requesting a waiver from the master street plan requirement that designates SW H Street as an arterial roadway. Based on expected traffic utilizing this street and what has been allowed for previous developers along the street, we are requesting that we only dedicate R/W to a collector street width. This would be 35 feet dedicated from the centerline of the road.

If you have any additional questions or concerns, please contact us at your earliest convenience. Thank you in advance for your consideration of this request.

Sincerely,

[redacted]

Taylor Lindley, P.E.

LOT SPLIT PLAT OF LOT 13 OF EVERSOLE ADDITION CREATING LOT 21 AND LOT 22

DESCRIPTION PARENT:

LOT 13 OF EVERSOLE ADDITION, AS PER PLAT RECORD 2014-648 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

DESCRIPTION LOT 22:

PART OF LOT 13 OF EVERSOLE ADDITION, AS PER PLAT RECORD 2014-648 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13;
THENCE ALONG THE EAST LINE THEREOF S02°35'53"W 187.08 FEET;
THENCE LEAVING SAID EAST LINE N87°24'10"W 267.84 FEET TO THE WEST LINE OF SAID LOT 13;
THENCE ALONG SAID WEST LINE N00°36'05"E 187.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 13;
THENCE ALONG THE NORTH LINE THEREOF S87°24'10"E 267.63 FEET, CONTAINING 1.15 ACRES, MORE OR LESS.

DESCRIPTION LOT 21:

PART OF LOT 13 OF EVERSOLE ADDITION, AS PER PLAT RECORD 2014-648 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13;
THENCE ALONG THE SOUTH LINE THEREOF N87°24'10"W 267.85 feet TO THE SOUTHWEST CORNER OF SAID LOT 13;
THENCE ALONG THE WEST LINE THEREOF N02°36'05"E 162.63 feet;
Thence LEAVING SAID WEST LINE S87°24'10"E 267.84 feet TO THE EAST LINE OF SAID LOT 13;
THENCE ALONG SAID EAST LINE S02°35'53"W 142.63 feet to the POINT OF BEGINNING, CONTAINING 1.00 ACRES, MORE OR LESS.

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THIS PROPERTY LIES WITHIN THE MUNICIPAL LIMITS OF BENTONVILLE, ARKANSAS.

ACCORDING TO THE CITY OF BENTONVILLE GIS WEB SITE, THIS PROPERTY IS ZONED C-1.

THE RIGHT OF WAY WIDTH SHOWN ON THIS PLAT IS BASED ON THE CITY MASTER STREET PLAN REQUIRED RIGHT OF WAY WIDTH FOR ARTERIAL STREETS AND IS SHOWN FOR INFORMATION ONLY. NO STREET RIGHT OF WAY IS DEDICATED BY THIS PLAT.

THE ADJACENT PROPERTY OWNERS NAMES SHOWN ON THIS PLAT WERE OBTAINED FROM THE BENTON COUNTY GIS WEB SITE, AND REPRESENT THE OWNER'S LISTED NAME AT THE TIME OF THIS SURVEY.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING PLAT AND NO OTHERS: PLAT RECORD 2014-648.

CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE FILE NO. 2006651-106, DATED APRIL 15, 2020, WAS ENTIRELY RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS OR ANY OTHER FACTS WHICH MIGHT AFFECT THE PROPERTY. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR FROM EXAMINATION OF CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE FILE NO. 2006651-106, DATED APRIL 15, 2020.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

ANY UTILITY LINES, STRUCTURES OR APPURTENANCES SHOWN HEREON ARE FROM A FIELD INVESTIGATION LIMITED TO THE VISIBLE SURFACE OF THE PROPERTY SURVEYED. OTHER UTILITY LINES, STRUCTURES AND APPURTENANCES MAY BE PRESENT ON THE PROPERTY. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.

THIS PROPERTY IS NOT IN FLOOD ZONE "A" OR "AE", AND IS OUTSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C0255K, EFFECTIVE DATE JUNE 05, 2012.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAPS. IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20 FEET CLEARANCES FROM ALL ELECTRIC LINES.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

BUILDING SETBACK NOTE:

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFORMATION, VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT 479-271-3122.

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, 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: _____

BY: _____
JUMPTON, LLC

_____
OWNER

SOURCE OF TITLE: DEED RECORD 2017-49218

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)
SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____ 2020
MY COMMISSION EXPIRES:

NOTARY PUBLIC_____

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.

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED _____
MAYOR CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY

I, KEVIN J. MONTGOMERY, 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 LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: _____

CRAFTON, TULL & ASSOCIATES, INC.
BY KEVIN J. MONTGOMERY (AGENT)

SIGNED: _____
KEVIN J. MONTGOMERY (AGENT)
REGISTERED LAND SURVEYOR
NO. 1460
STATE OF ARKANSAS

REGISTERED STATE OF ARKANSAS NO. 1460 KEVIN J. MONTGOMERY PROFESSIONAL LAND SURVEYOR

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

ATLAS PAGE: 485

CITY OF BENTONVILLE PROJECT NUMBER: LS20-0033

RECORD INFORMATION

VICINITY MAP

LOT SPLIT PLAT OF
LOT 13 OF EVERSOLE ADDITION
CREATING LOT 21 AND LOT 22

BENTONVILLE AR

PREPARED FOR:
WRIGHT STREET HOLDINGS, LLC

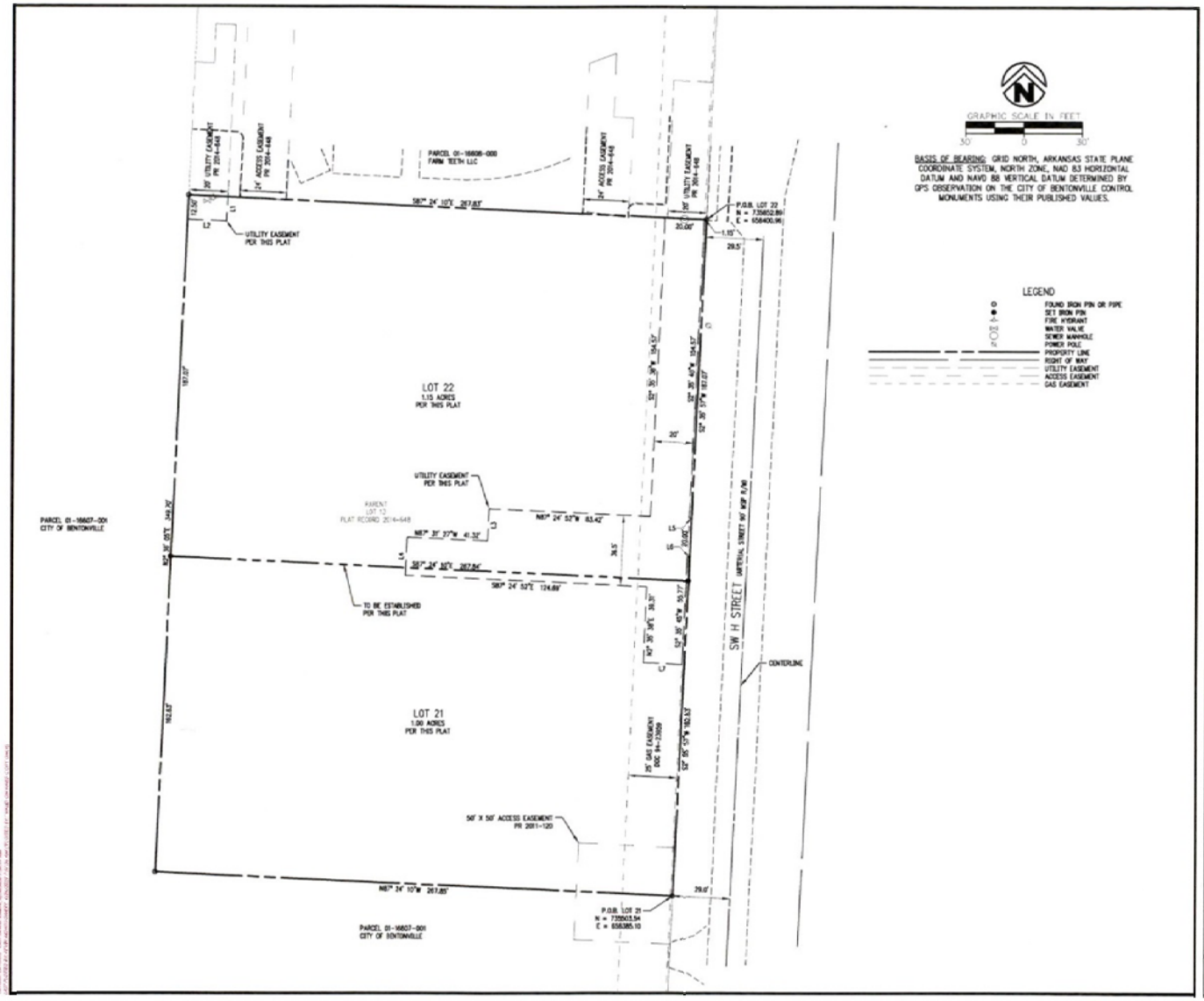
STATE PLAT CODE:
500-19N-30W-0-07-340-04-1460

DATE:	06/26/2020
PROJECT NO.:	0231A000
DRAWN BY:	K. MONTGOMERY

Crafton Tull

DELTA	DESCRIPTION	DATE
1	REV PER COMMENTS	06/30/2020

SHEET NO.: 1 OF 2



RECORD INFORMATION

VICINITY MAP

LOT SPLIT PLAT OF
LOT 13 OF EVERSOLE ADDITION
CREATING LOT 21 AND LOT 22

BENTONVILLE AR

PREPARED FOR:
WRIGHT STREET HOLDINGS, LLC

STATE PLAT CODE:
500-19N-30W-0-07-340-04-1460

DATE: Oct 26/2020
PROJECT NO.: 07-340XX
CONTACT: E MONTGOMERY

Crafton Tull

DELTA	DESCRIPTION	DATE
1	REV PER COMMENTS	Oct 26/2020

SHEET NO.:
2 OF 2

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 21-22 OF EVERSOLE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS20-0033).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 21-22 of Eversole Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 21, 2020; 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 21-22 of Eversole 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_____, 2020.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

City Clerk

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Shelli Kerr

Department: Planning

Phone: 271-6822

A resolution to support the installation of artwork titled "Flight" by artist Bob Doster in Osage Park. Oz Art is funding the purchase, installation, maintenance and future de-installation of the artwork. The Public Art Advisory Committee and the Bentonville Parks and Recreation Advisory Board have approved the proposal. Proposal attached.

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

From:	noreply@civicplus.com
To:	Shelli Kerr
Subject:	Online Form Submittal: Public Art Proposal
Date:	Tuesday, July 7, 2020 4:05:25 PM

Public Art Proposal

Proposal for Public Art

Is the proposal independent or in response to a request for proposals?	*Field not completed.*
Date	7/7/2020

CONTACT INFORMATION

Complete this section if someone other than the artist is completing the form, such as a curator or organization donating artwork to be placed on public property.

Name	Elizabeth Miller
Title	Art Collection Manager
Organization Name	*Field not completed.*
Street Address	110 NW Second Street
City	Bentonville
State	AR
Zip Code	72712
Email Address	emiller@weimail.com
Phone Number	4796162375

ARTIST INFORMATION

Name	Bob Doster
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*

Email Address	*Field not completed.*
Phone Number	*Field not completed.*
Upload artist resume / CV	*Field not completed.*
Artist portfolio	*Field not completed.*
Artist website (if available)	http://www.bobdoster.com/
For Collaborative Proposals: *Please use this section to provide information for partnering artists.*	
Name	*Field not completed.*
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Email Address	*Field not completed.*
Phone Number	*Field not completed.*
Upload artist resume/CV	*Field not completed.*
Artist portfolio	*Field not completed.*
Artist website (if available)	*Field not completed.*
ARTWORK DETAILS	
Title of artwork	Flight
Medium	Cor-teen Steel
Location	Near the entrance of VBT. See attachment for exact location
Height	18
Width and depth	7
Description of artwork	see attachment

Upload narrative	Doster Info.pdf
Upload image of proposed artwork	Doster Info.pdf
INSTALLATION AND MAINTENANCE	
Is the proposal for temporary or permanent display?	Permanent
If temporary, what is the requested display period?	Not applicable
Is the artwork already complete?	No
If artwork is complete, is it currently on display?	Not applicable
If artwork is currently on display, when will it be available?	*Field not completed.*
If artwork is not complete, how much time is needed for fabrication?	1-2 months
Is the artwork best suited for indoor or outdoor display?	Outdoor
Is a foundation required to install the artwork?	Yes
If a foundation is required, indicate the size and shape needed.	4 x 4 ft square max
Does the artwork require access to electricity?	No
Does the artwork	No

require access to water?	
What is the life expectancy of the artwork?	11 or more years
Are there any special maintenance needs for this artwork?	No
If yes, describe ongoing maintenance needs.	*Field not completed.*
BUDGET FOR PERMANENT DISPLAY	
Complete this section if the proposal is for a permanent display. If not, type "0" in the space provided to ensure the application is complete.	
Upload detailed budget	*Field not completed.*
Purchase price	0
Delivery and installation cost	0
Total budget for permanent display	0
BUDGET FOR TEMPORARY DISPLAY	
Complete this section if the proposal is for a temporary display. If not, type "0" in the space provided to ensure the application is complete.	
Upload detailed budget	*Field not completed.*
Annual lease amount	*Field not completed.*
Annual insurance cost	*Field not completed.*
Total annual cost	*Field not completed.*
Installation cost	*Field not completed.*
Deinstallation cost	*Field not completed.*
Total cost	*Field not completed.*
Purchase price	*Field not completed.*

Can the lease amount be credited to the purchase price?	*Field not completed.*
FUNDING	
What is the planned funding for this proposal?	Private funding
Is the artwork a donation to the City of Bentonville?	No

Email not displaying correctly? View it in your browser.

Bob Doster
Flight
Cor-ten steel
18 x 7 x 7 ft.

The artist

Bob Doster is an award-winning, nationally acclaimed sculptor who has been creating and teaching for more than fifty years. Prestigious awards include SC Governor's highest recognition in the arts: the Elizabeth O'Neill Verner Award. Doster has been named Keeper of Culture by the York Heritage & Cultural Commission, Hero of the Child by SC First Steps, Small Business of the Years by Lancaster County Chamber of Commerce, CN2 Hometown Hero and received City of Lancaster Mayoral Proclamation.

Doster has been featured in publications and broadcasts including Southern Living Magazine, Carolina Arts, Sandlapper, SCETV, Arts Hub, National Welders Magazine, and a myriad of newspapers and travel magazines. Works by Doster can be found in museums, galleries, public art, corporate and private collections worldwide.

The artwork Location

Flight is a series Bob Doster has been working on since graduate school, inspired by his experience learning to fly gliders as a young man.

Location

Placement here provides an important location near the Fieldhouse, giving an additional draw to the activities taking place there, while also using art to fully connect the Osage walking trail.

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE INSTALLATION OF ARTWORK TITLED "FLIGHT" BY ARTIST BOB DOSTER AND PRIVATELY FUNDED BY OZ ART ON PUBLIC PROPERTY AT LAKE BENTONVILLE PARK.

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013; and,

WHEREAS, the Bentonville Parks and Recreation Advisory Board approved the design and location in Lake Bentonville Park on July 6, 2020; and,

WHEREAS, the Public Arts Advisory Committee approved the design and location in Lake Bentonville Park on July 14, 2020; and,

WHEREAS, Oz Art is privately funding the purchase, installation, maintenance and future de-installation of the artwork;

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby supports the installation of artwork, titled "Flight" by artist Bob Doster, fully privately funded by Oz Art, to be displayed on public property in Lake Bentonville Park.

PASSED and APPROVED this ___ day of _____, 2020

APPROVED

_____

Stephanie Orman, Mayor

ATTEST:

_____

City Clerk

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Danielle Semsrott

Department: Comprehensive Planning

Phone: 271-6827

ACTION REQUIRED:

Reappointment of Nathan Lembke for a second three year term on the Tree and Landscape Advisory Committee. The term will expire on July 25, 2023.

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

July 23, 2020

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Reappointment of Nathan Lembke to the City of Bentonville's Tree and Landscape Committee

---

I recommend Nathan Lembke for reappointment to the City of Bentonville's Tree & Landscape Committee. Mr. Lembke's term will expire on July 25, 2023.

Stephanie Orman

From: Nathan Lembke
Sent: Thursday, July 16, 2020 8:33 AM
To: Danielle Semsrott
Subject: RE: T & L Committee Re-appointment

Yes I accept, thank you!

From: Danielle Semsrott
Sent: Thursday, July 16, 2020 8:32 AM
To: Nathan Lembke
Subject: T & L Committee Re-appointment

Hi Nathan!

The T & L selection committee has recommended you for reappointment. Please let me know if you accept.

Thanks!

Danielle Semsrott, AICP | Senior Planner
City of Bentonville, Arkansas
305 SW A Street, Bentonville, AR 72712

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Tracy Billings

Department: Engineering

Phone: 271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating a Utility Easement requested for Lot 301 of Windwood Subdivision (VAC20-0011).

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.

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www.bentonvillear.com

PLEASE RECYCLE

Legend
Easement Vacations
Representation: THECAN.DBO.Easement_Vacations_Rep
Easement Vacation
A
279
280
303
304
305
SW 18TH ST
276
281
302
306
275
282
301
307
SW CYPRESS ST
SW BIRCH ST
274
283
300
308
4
273
284
299
309
272
285
298
310
271
286
297
311
1 inch = 67 feet
VAC20-0011
1802 SW Birch St
Windwood Subdivision Phase 6

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 301 OF WINDWOOD SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC20-0011).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Emanuel Thurman asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

The 10' Utility Easement squarely off the West Side of Lot 301 Windwood Subdivision Phase VI as shown on Plat Record Book 2014 Page 574 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas

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

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

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

The 10' Utility Easement squarely off the West Side of Lot 301 Windwood Subdivision Phase VI as shown on Plat Record Book 2014 Page 574 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
City Clerk

_____
STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Tracy Billings

Department: Engineering

Phone: 271-3130

ACTION REQUIRED:

Public heraring and ordinance vacating a drainage easement requested for Lot 2 of Silver Leaf Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas. (VAC20-0017)

COST TO CITY:

Cost of this Request:	
Additional Budget Amount	

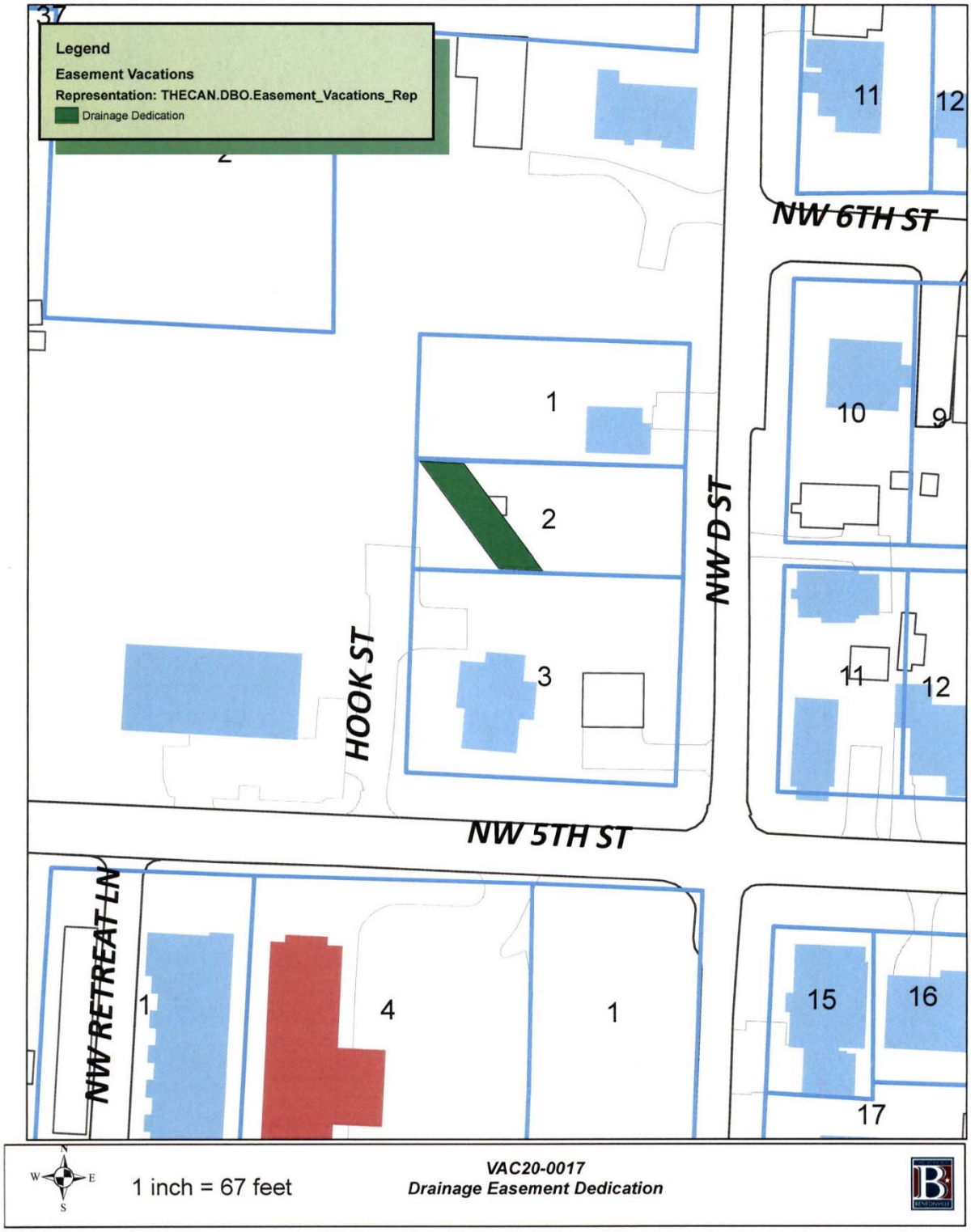
☐ One time amount ☐ Continuing O and M

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


Legend
Easement Vacations
Representation: THECAN.DBO.Easement_Vacations_Rep
Drainage Dedication
NW 6TH ST
NW D ST
HOOK ST
NW 5TH ST
NW RETREAT LN
1 inch = 67 feet
VAC20-0017
Drainage Easement Dedication

ORDINANCE NO_____

AN ORDINANCE VACATING A DRAINAGE EASEMENT LOCATED AT SILVER LEAF ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS. (VAC20-0017)

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Cole Reeves asking the City Council to vacate a drainage easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

COMMENCING AT THE SE PROPERTY CORNER OF LOT 2 OF SILVER LEAF ADDITION ALONG THE RIGHT-OF-WAY OF NE D STREET; THENCE N87°23'00"W 81.34 FT TO THE POINT OF BEGINNING; THENCE N87°23'00"W 25.85 FT TO A POINT; THENCE N36°41'55"W 77.55 FT TO A POINT; THENCE S87°23'00"E 25.85 FT TO A POINT; THENCE S36°41'55"E 77.55 FT TO THE POINT OF BEGINNING; CONTAINING 1551.03 SF OR 0.0356 ACRES MORE OR LESS.

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

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

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

COMMENCING AT THE SE PROPERTY CORNER OF LOT 2 OF SILVER LEAF ADDITION ALONG THE RIGHT-OF-WAY OF NE D STREET; THENCE N87°23'00"W 81.34 FT TO THE POINT OF BEGINNING; THENCE N87°23'00"W 25.85 FT TO A POINT; THENCE N36°41'55"W 77.55 FT TO A POINT; THENCE S87°23'00"E 25.85 FT TO A POINT; THENCE S36°41'55"E 77.55 FT TO THE POINT OF BEGINNING; CONTAINING 1551.03 SF OR 0.0356 ACRES MORE OR LESS.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
City Clerk

_____
STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Tracy Billings

Department: Engineering

Phone: 696-0229

ACTION REQUIRED:

A resolution setting a public hearing for August 11, 2020 for a Utility Easement Vacation requested for LOT 35 of Wildwood Phase VI Subdivision (VAC20-0013).

COST TO CITY:

Cost of this Request:	
Additional Budget Amount	

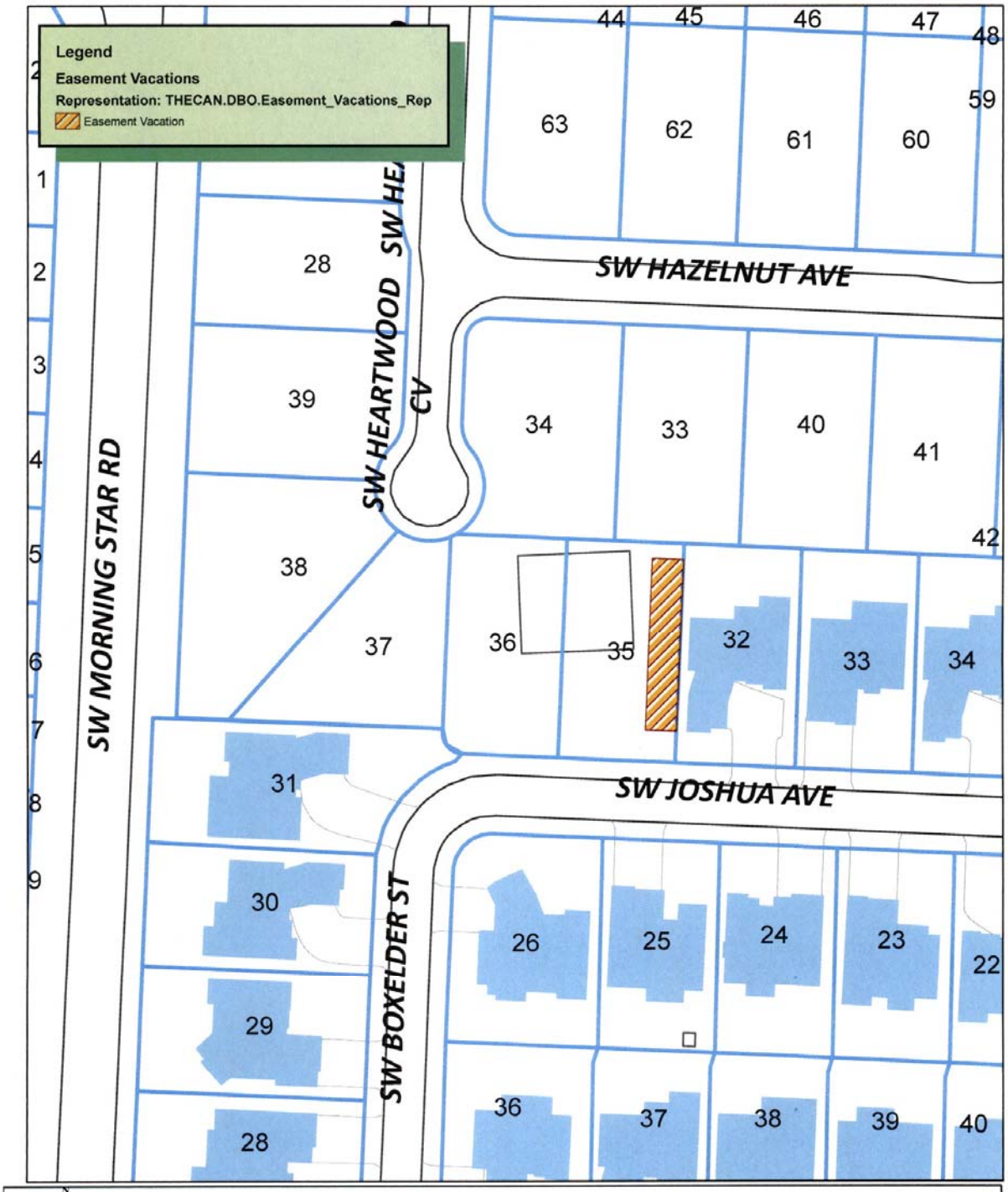
☐ One time amount ☐ Continuing O and M

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



VAC20-0013
Proposed Easement Vacation

RESOLUTION NO._____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Eric Heller requesting a utility easement vacation (VAC20-0013) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A PART OF LOT 35 OF WILDWOOD SUBDIVISION PHASE 6 FINAL PLAT TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD instrument # L201929536, RECORDED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER, BENTON COUNTY, ARKANSAS.

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 35 LOCATED N02°23'08"E 20' FROM THE SOUTHEAST CORNER OF SAID LOT 35 AND RUNNING; THENCE N87°32'59"W 20' TO A POINT, THENCE N02°23'08"E 110.09' TO A POINT; THENCE S87°39'30"E 20' TO A POINT ON THE EAST LINE OF SAID LOT 35, THENCE S02°23'08"W 110.08' ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on August 11, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
City Clerk

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Tracy Billings

Department: Engineering

Phone: 696-0229

ACTION REQUIRED:

Resolution setting a public hearing for August 11, 2020 for a Utility Easement Vacation requested for LOT 30 of Harmon Grove of Central Park Subdivision Phase 3 (VAC20-0018).

COST TO CITY:

Cost of this Request:	
Additional Budget Amount	

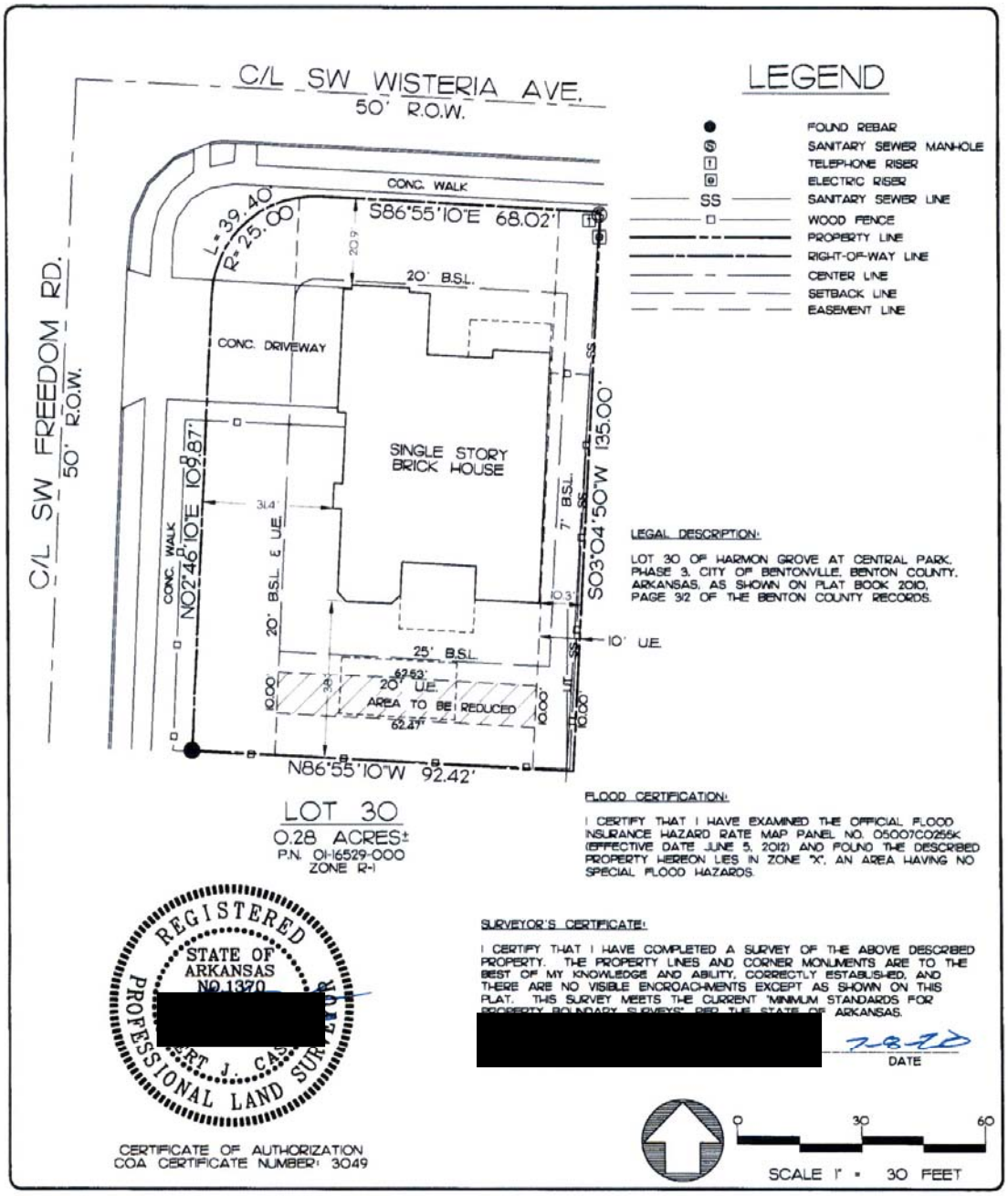
☐ One time amount ☐ Continuing O and M

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



LEGAL DESCRIPTION:

LOT 30 OF HARMON GROVE AT CENTRAL PARK, PHASE 3, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2010, PAGE 312 OF THE BENTON COUNTY RECORDS.

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0255K (EFFECTIVE DATE JUNE 5, 2012) AND FOUND THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MONUMENTS ARE TO THE BEST OF MY KNOWLEDGE AND ABILITY, CORRECTLY ESTABLISHED, AND THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT AS SHOWN ON THIS PLAT. THIS SURVEY MEETS THE CURRENT "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" PER THE STATE OF ARKANSAS.

[redacted]

DATE

DRAWN	ASD
CHECKED	D.R.C.
DATE	7-8-10
SCALE	1" = 30'
FIELD BK.	
JOB No.	20-067
SHEET	1 OF 1 SHEETS

BOUNDARY SURVEY FOR UTILITY EASEMENT REDUCTION
LOT 30 HARMON GROVE AT CENTRAL PARK, PH. 3
1607 SW WISTERIA AVENUE
BENTONVILLE, BENTON COUNTY, ARKANSAS

CASTER & ASSOCIATES
LAND SURVEYING, INC.
270 SE 7 Street, Suite 3
Bentonville, AR 72712
Telephone 479-268-4464

PETITION TO VACATE

which is described as follows

PETITION TO VACATE AN UTILITY EASEMENT

LOCATED AT 1607 SW WISTERIA AVE.

CITY OF BENTONVILLE, ARKANSAS

TO: The Bentonville City Council

We, the undersigned, being all the owners of the real estate of or adjacent to the U/EASEMENT to be vacated hereinafter sought to be abandoned and vacated, lying in Bentonville, Arkansas, a municipal corporation, petition to vacate an U/EASEMENT which is described as follows

Legal Description of area to be vacated

PART OF LOT 30, HARMON GROVE OF CENTRAL PARK, PHASE 3, AS SHOWN ON PLAT BOOK 2010, PAGE 312 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBE AS:

COMMENCING AT THE SE CORNER OF SAID LOT 30, THENCE N03°04'50"E 10.00 FEET, THENCE N86°55'10"W 10.00 FEET TO THE POINT OF BEGINNING, THENCE N86°55'10"W 62.47 FEET, THENCE N02°46'10"E 10.00 FEET, THENCE S86°55'10"E 62.53 FEET, THENCE S03°04'50"W 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 625.01 SQUARE FEET.

That the real estate affected by said abandonment of the UTILITY EASEMENT

located at 1607 SW WISTERIA AVE.

to the City of Bentonville, Arkansas, a certified copy of the original plat located in the Circuit Clerk's Office for the County of Benton, State of Arkansas, is attached hereto, and made a part hereof as though set out herein word for word.

Petitioners state that the above described real estate will not adversely affect the public interest and welfare and would also not be adversely affected by the abandonment of the above described U/EASEMENT

The petitioners recommend that the City of Bentonville, Arkansas, abandon and vacate the above described real estate subject, however, to the existing utility easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

WHEREFORE, the undersigned petitioners respectfully recommend that the governing body of the City of Bentonville, Arkansas, abandon and vacate the above described real estate, subject to said utility easements and as to that particular land the owner be free from the easements of the public for the use of said real property.

Dated this 3 day of May, 2020

[redacted]

RESOLUTION NO._____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Rob Caster requesting a utility easement vacation (VAC20-0018) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

PART OF LOT 30, HARMON GROVE OF CENTRAL PARK, PHASE 3, AS SHOWN ON PLAT BOOK 2010, PAGE 312 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBE AS:

COMMENCING AT THE SE CORNER OF SAID LOT 30; THENCE N03°04'50"E 10.00 FEET; THENCE N86°55'10"W 10.00 FEET TO THE POINT OF BEGINNING; THENCE N86°55'10"W 62.47 FEET; THENCE N02°46'10"E 10.00 FEET; THENCE S86°55'10"E 62.53 FEET; THENCE S03°04'50"W 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 625.01 SQUARE FEET.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on August 11, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
City Clerk

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Tracy Billings

Department: Engineering

Phone: 271-3130

ACTION REQUIRED:

Resolution setting a public hearing for August 11, 2020 for an Alley Right of Way Vacation behind Lots 1-6a west of Fillmore Street of W.A. Burks Addition (VAC20-0020).

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

1 inch = 92 feet

VAC20-0020
Proposed Alley Vacation

RESOLUTION NO._____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed by Sand Creek with the City Council of Bentonville, Arkansas requesting Alley Right-of-Way Vacation (VAC20-0020) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A 12' wide alley located in W.A. Burks Addition Block 14 and further described as on the **West Side** of Lot 13 and Lot 14 Block 14 and on the **East Side** of Lot 1, Lot 2, Lot 3, Lot 4 Block 14 as shown on Plat Record Book "A" Page 81/119 and Filed for Record at the Benton County Clerk's Office, Benton County, Arkansas ***AND*** on the East Side of Lot 6A Block 14 (Plat Record Book 23L Page 147, and Filed for Record at the Benton County Clerk's Office, Benton County, Arkansas).

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing August 11, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____, 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
City Clerk

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Tracy Billings

Department: Engineering

Phone: 271-3130

ACTION REQUIRED:

Resolution setting a public hearing for August 11, 2020 for an Alley Right of Way Vacation behind Lots 7-12 west of Fillmore Street of W.A. Burks Addition (VAC20-0019).

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

VAC20-0019
Proposed Alley Vacation

RESOLUTION NO._____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed by Sand Creek with the City Council of Bentonville, Arkansas requesting Alley Right-of-Way Vacation (VAC20-0019) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A 12' wide alley located in W.A. Burks Addition Block 14 and further described as on the **West Side** of Lot 15 and Lot 16 Block 14 and on the **East Side** of Lots 7, Lot 9C, Lot 10, Lot 11, Lot 12 Block 14 as shown on Plat Record Book "A" Page 81/119 and Filed for Record at the Benton County Clerk's Office, Benton County, Arkansas ***AND*** on the East Side of Lot 8A Block 14 (Plat Record Book 29 Page 195, and Filed for Record at the Benton County Clerk's Office, Benton County, Arkansas).

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing August 11, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ , 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
City Clerk

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 14, 2020

Submitted by: Dan Weese

Department: Engineering

Phone: 271-3168

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Black Hills Energy Arkansas, Inc., for utility improvements and relocations related to the Water Tower Road expansion project.

COST TO CITY:

Cost of this Request:	$480,706.65
Additional Budget Amount	

☑ One time amount ☐ Continuing O and M

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

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

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

PLEASE RECYCLE

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Wednesday, July 15, 2020

Re: Water Tower Rd. Utility Work Agreement with Black Hills Energy Arkansas, Inc.

Staff recommends City Council approval of a resolution authorizing the Mayor to enter into an agreement with Black Hills Energy Arkansas, Inc., for improvements and relocations necessary for the construction of the Water Tower Road expansion project.

The estimated cost of the improvements and relocations is $480,706.65. These funds will come from the Street Bond Account. Please find the attached Utility Work Agreement for your reference.

Thank you for your consideration of this request. Please contact me at dweese@bentonvillear.com or 479-271-3168 with any questions or comments.

Black Hills Energy

UTILITY WORK AGREEMENT
(MUNICIPALITY)

Municipality: **City Of Bentonville, Arkansas**
Municipality's Address: **117 W. Central Ave.**
Job Location: **Water Tower Rd replacement.**

This Utility Work Agreement ("Agreement") is made and entered into this 13th day of January, 2020, by and between **City Of Bentonville, Arkansas** (hereinafter referred to as "Municipality"), and Black Hills Energy Arkansas, Inc. d/b/a/ Black Hills Energy (hereinafter referred to as "BHE").

WHEREAS, Municipality proposes to make certain improvements at the location designated above, and as a result of such improvements, BHE must adjust, enhance, locate, observe, and/or relocate certain of its existing facilities, or construct additional facilities; and

WHEREAS, in connection with Municipality's proposed improvements, Municipality wishes BHE to do the following:

Replace and relocate an estimated total of 3830' of 4" HP Steel and replace 140' of 2" PE on the west side of Water Tower Rd. BHE will have Barrows excavation replace and relocate HP setting that will be in conflict at the corner of Water Tower Rd. and SE NWACC Blvd. Starting GPS is 36.356294 and -94.169968 and ending GPS is 36.364226 and -94.170043
(hereinafter referred to as the "Work"); and

WHEREAS, such Work is shown in detail in BHE's plans, sketches, estimate of cost, and specifications (when applicable), which are attached to this Agreement and made a part hereof; and

WHEREAS, Municipality agrees to pay for the cost of such Work to the extent herein agreed upon.

Black Hills Energy

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OTHER VALUABLE CONSIDERATION HEREIN ACKNOWLEDGED, MUNICIPALITY AND BHE AGREE AS FOLLOWS:

1. Where applicable hereunder by reason of new utility occupancy or crossing of Municipality's property, Municipality hereby grants to BHE an easement or license to install and operate utility facilities on or across Municipality's property as shown on the approved plans or sketch maps attached hereto and made a part hereof. Prior to BHE beginning the Work, Municipality will, at no cost to BHE, furnish BHE with all necessary easements, rights of way and permits. Those easements, rights of way and permits shall release BHE from any and all claims for damage done to streets, land, fences, and crops arising out of the performance of the Work.

2. Where applicable hereunder by reason of new construction on existing utility rights of way, BHE hereby grants to Municipality the right to use for Municipality's purposes the lands within the limits of the improvement project limits on or across which BHE holds a valid property interest antedating Municipality's rights which were subsequently acquired in the same lands, and which property rights BHE shall retain so long as BHE, its successors or assigns continues such use and occupancy and does not abandon, and thereby release, such property interest to Municipality through removal of facilities in performing the Work or by subsequent removal of facilities for BHE' convenience; and Municipality hereby agrees that BHE, by granting said right and by said continued joint use and occupancy, does not waive any future claim for reimbursement for any costs as may be eligible for reimbursement by reason of such prior property interest, nor does BHE waive any other legal or property right held under the laws or Constitution of the State of Arkansas or the United States.

3. In the event that future construction, reconstruction, expansion, relocation, rehabilitation, betterment, maintenance, or other work on the facilities owned and operated by either Municipality or BHE in the area jointly occupied or used under either or both Paragraphs 1 or 2 of this Agreement will disturb, detrimentally affect, interfere, or be inconvenient to the facilities or responsibilities of either party, the parties hereto shall reach agreement in writing as to locations, extent, and methods of such work before the work is undertaken. In a case of emergency, and where immediate action is necessary for the protection of the public and to minimize damage to or loss of investment in the property of Municipality or of BHE, either party hereto may, at its own responsibility and risk, make any necessary emergency repairs, and shall notify the other party hereto of such action as soon as practicable.

Black Hills Energy

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

5. The estimated cost of the Work is **$480,706.65**. After it has completed the Work, BHE will bill Municipality for the actual cost of the Work. Municipality shall pay such invoice within 30 days of Municipality's receipt of the invoice. If Municipality fails to pay any such invoice within 30 days of receipt, the amount due under the invoice shall accrue interest at the rate of 10 per cent per annum until paid.

6. BHE will perform the Work, as described on the first page of this Agreement. BHE will endeavor to perform the Work within a reasonable time period, subject to applicable laws, rules and regulations of governmental authorities, and subject to any delay occasioned by lack of right of way, availability of materials and supplies, force majeure or events or conditions of whatsoever nature reasonably beyond BHE's control, and further conditioned upon the receipt of all required approvals and consents in form and substance acceptable to BHE. BHE shall not be obligated to commence the Work unless and until, at no cost to BHE, all necessary easements and rights of way have been executed, acknowledged and delivered to BHE in a form acceptable to BHE. The expected completion date is July 31, 2020, however, BHE in no way guarantees the completion date.

7. Title to and ownership of facilities which are the subject of the Work shall forever be and remain exclusively and unconditionally vested in BHE. Municipality understands, acknowledges and agrees that Municipality shall have no title to, interest in, or ownership of those facilities.

8. It is mutually agreed by the parties hereto that the provisions of this Agreement pertaining to property rights, right of way occupancy permission, access for servicing when applicable, and joint use of rights of way shall continue in full force and effect from the date of this Agreement, and shall be perpetually binding upon each party, and its representatives, successors and assigns.

Black Hills Energy

9. Municipality and BHE acknowledge that there are no agreements or understandings, either written or oral, between the parties related to the Work, other than as set forth in this Agreement, and that this Agreement (including any attachments hereto) contains the entire agreement between the parties regarding the Work.

10. This Agreement shall be governed in accordance with the laws of the State of Arkansas, the rules and regulations of the Arkansas Public Service Commission, and the Tariff of BHE. In the event of a conflict between this Agreement and any such laws, rules, regulations or Tariff, such laws, rules, regulations or Tariff shall control.

11. In the event either party is required to initiate litigation to enforce the terms and conditions of this Agreement, then that party shall have the right to recover from the other party its costs and expenses of such litigation, including reasonable attorney fees.

12. Municipality acknowledges that it has been afforded an opportunity to have its attorney review and explain the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the date stated above.

BLACK HILLS ENERGY ARKANSAS, INC.	City of Bentonville, Arkansas
By: _____ Wes Ashton	By: _____
Its: Vice President--Arkansas Operations	Its: _____

4

SE. 8TH STREET
PROP. 30' GAS EASEMENT
EX. 30' GAS EASEMENT
PROP. GAS LINE, CENTERED IN THE WEST 10' OF PROPOSED GAS EASEMENT
PROP. 30' GAS EASEMENT
WATER TOWER RD.
PROP. 20' UTILITY EASEMENT
PROP. RIGHT-OF-WAY
NWACC CAMPUS
EX. 20' UTILITY EASEMENT
EX. 30' GAS EASEMENT
SE. 14TH STREET/ HWY 62

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BLACK HILLS ENERGY ARKANSAS, INC. FOR UTILITY IMPROVEMENTS AND RELOCATIONS RELATED TO THE WATER TOWER ROAD PROJECT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Black Hills Energy Arkansas, Inc. for utility improvements and relocations related to the Water Tower Road expansion project, as set forth in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Jennifer Jones

Department: District Court

Phone: 271-3120

ACTION REQUIRED:

City Council approval of destruction of certain District Court records. An Affidavit of Destruction of District Court Records specifies the records subject to destruction.

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.

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www.bentonvillear.com

PLEASE RECYCLE

DISTRICT COURT OF BENTON COUNTY, ARKANSAS
BENTONVILLE DIVISION
2706 SOUTH WALTON BLVD.
BENTONVILLE, AR 72712

Ray Bunch
District Court Judge

Court Clerk (479) 271-3120
Fax: (479) 271-3134

Memo

To: City Council, Mayor Orman
From: Jennifer Jones
Date: July 15, 2020
Re: City Council approval of Affidavit of Destruction of District Court Records

The Bentonville District Court would like to clear out some of the items being currently stored in their sally port. This consists of approximately forty four (44) boxes containing old citation books, receipts, receipt books and financial records.

All of the items in questions have previously been through the auditing process. The items all fall outside of the period for which they must be kept according to the governing statue, a copy of which is attached. District Court is requesting approval to shred the items listed which will make room for other records that are still within the required period for retention.

Should you have any questions regarding this request please feel free to call me at 479-271-5923. Alternatively, you may email me at jenniferj@bentonvillar.com .

AFFIDAVIT OF DESTRUCTION OF DISTRICT COURT RECORDS

I, Jennifer Lopez-Jones, do hereby certify that the following records of the Bentonville District Court, have been retained for at least the three (3) years as specified Under Arkansas Code Ann. 16-10-211 and have been audited as required by law. The records listed below, covering the time period stated, are to be destroyed on or after August 15th, 2020 by burning/shredding said records.

TYPE OF RECORD	TIME PERIOD
Bank reconciliations	
Check book registers and check listings	
Cancelled checks	
Bank statements	
Receipts & Receipt books	1997-2016
Deposit collections records	
Receipts listings	
Distribution reports	2000-2009
Receipts & disbursement journals	2000-2009
Time payment records	
Citation book logs	
Citation books from XNA Police Department	2000-2003
Citation books from Bella Vista Police Department	2007-2015
Citation books from Bentonville Police Department	2007-2013
Uniform filing fee and fines remittance forms & fine report	2000-2009
Miscellaneous fee and fine collection reports	2000-2009

_____
District Clerk

_____
City Council Member

Subscribed and sworn to me this _____ day of _____,20____.

_____
Notary Public

_____
Quorum Court Member

Subscribed and sworn to me this _____ day of _____,20____.

_____
Notary Public

Code of Arkansas Public Access More

Document: A.C.A. § 16-10-211

‹ Previous Next ›

A.C.A. § 16-10-211

Copy Citation

Current through all legislation of the 2019 Regular Session (including corrections and edits by the Arkansas Code Revision Commission)

AR - Arkansas Code Annotated Title 16 Practice, Procedure, And Courts Subtitle 2. Courts and Court Officers Chapter 10 General Provisions Subchapter 2 -- Accounting Practices

16-10-211. Record retention schedule.

(a) All towns, cities, and counties of the State of Arkansas shall maintain records for the district courts and are to:

(1) Permanently maintain:

(A) Case indices for all district courts;

(B) Case dockets for all district courts;

(C) Active warrants;

(D) Waivers;

(E) Expungement and sealed records;

(F) Files concerning convictions under the Omnibus DWI or BWI Act, § 5-65-101 et seq.; and

(G) Domestic battering files;

(2) Maintain for a period of at least seven (7) years and in no event dispose of before being audited:

(A) Complete case files and written exhibits for all district courts, not including civil or small claims division cases in which the judgment is not satisfied;

(B) Show cause orders;

(C) Case information, including arrest reports and affidavits; and

(D) Files concerning cases resulting in a suspended imposition of sentence; and

(3) Maintain for a period of at least three (3) years and in no event dispose of before being audited:

(A) Bank reconciliations;

(B) Check book registers and check listings;

(C) Cancelled checks;

(D) Bank statements;

(E) Receipts;

(F) Deposit collection records;

(G) Receipts listings;

(H) Distribution reports;

(I) Receipt and disbursement journals;

(J) Time payment records;

(K) Citation book logs;

(L) Citation books from each police department and sheriff's office;
(M) Served, recalled, or quashed arrest warrants;
(N) Copies of citations;
(O) Alternative service or community service time sheets;
(P) Uniform filing fees collection remittance forms and fine reports;
(Q) Miscellaneous fee and fine collection reports; and
(R) Served or unexecuted search warrants.
(b) After a town, city, or county has maintained records for the time periods required by subdivision (a)(2) or subdivision (a)(3) of this section and after the records described in subdivision (a)(2) or subdivision (a)(3) of this section have been audited, the records may be destroyed.
(c) When records are destroyed under subsection (b) of this section, the town, city, or county shall document the destruction by the following procedure:
(1) An affidavit is to be prepared stating:
(A) Which records are being destroyed and to which period of time the records apply; and
(B) The method of destruction; and
(2) The affidavit is to be signed by the town, city, or county employee performing the destruction and one (1) employee of the governing body or, if applicable, governing bodies that contribute to the expenses of the court.
(d) In addition to the procedure described in subsection (c) of this section, the approval of the governing body or, if applicable, governing bodies that contribute to the expenses of the court shall be obtained before the destruction of district court records and an appropriate note of the approval indicated in the minutes of the governing body or bodies along with the destruction affidavit.

History

History.

Acts 2007, No. 627, § 3; 2009, No. 633, § 6; 2011, No. 1174, § 8; 2015, No. 299, § 17; 2015, No. 584, § 1.

Arkansas Code of 1987 Annotated Official Edition
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CHECK ALL THAT APPLY			
x	Bid Award	Bid #	20-54
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Travis Matlock

Department: Electric

Phone: 271-5941

ACTION REQUIRED:

Bid Award authorizing the Mayor and City Clerk to award the bid for street light installation/repair to J. Williams Contractors per the attached bid tab.

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.

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www.bentonvillear.com

PLEASE RECYCLE

M E M O R A N D U M

DATE: July 28, 2020

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Bid Award – Street light installation/repair**

Electric Dept. staff recommends awarding the bid for street light installation and repair to J. Williams Contractors per the attached bid tab.

With the implantation of the 311 Notification system, street light repairs have become a high priority. With the current work load (excluding the street light repair), it takes approximately 4 weeks to get to a 311 ticket. J. Williams Contractors will start addressing all the open 311 tickets, converting the heads to LEDs as they go.

Once they are caught up, they next step will be to begin installing new LED fixtures along roadways that have been identified as needing more lighting, specifically starting with some schools.

They will also continue to address any 311 tickets that arise so that BEUD can stay on top of the problem.

This is a 2020 budgeted item.

CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
CITY HALL 117 WEST CENTRAL AVENUE BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: June 23, 2020

NOTICE TO BIDDERS
CITY OF BENTONVILLE STREET LIGHT INSTALLATION/REPAIR
Invitation For Bid (IFB)-20-54

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, licensed and experienced contractors to perform repair, replacement, upgrade, and installation services for decorative and pole public streetlights, for the City of Bentonville Electric Utilities Department (BEUD). The awarded Bidder will be required to enter into a binding Contract with the City for a one (1) year term, work shall be performed as directed by BEUD on an as needed basis. The initial term may be renewed annually upon mutual written consent for a total maximum term not to exceed five (5) years. The Contractor will be required to provide a two man crew to perform the work, with two (2) service bucket trucks, and a digger truck to perform the work. One of the crew members will be required to be a qualified journeyman lineman with the training required to access utility transformers, and one will be required to be a qualified observer/apprentice, as specified.

Interested parties can obtain the required bid packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at the address below. Bidders who wish to deliver a bid submission prior to the bid opening may do so by delivering the bid submission to City Hall, located at 117 West Central Avenue, Bentonville, Arkansas 72712. There will be a public bid opening for IFB-20-54 held at 1:30pm on Tuesday, July 14, 2020, the bid opening will be held at the City of Bentonville Community Development Building in the City Council/Planning Commission Chambers, located at 305 Southwest A Street, Bentonville, AR 72712. Purchasing will be on-site at 1:15pm to receive submissions from Bidders who wish to deliver their bid submissions at the bid opening. The deadline to deliver bid submissions to City Hall in advance is Tuesday, July 14, 2020 at 1:15pm, after which all bid submissions must be delivered to the bid opening location. Late submissions, and unsigned bid submissions will be rejected, without exception.

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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-20-54	**Date of Issuance:**	JUNE 23, 2020
Description:	CITY OF BENTONVILLE STREET LIGHT INSTALLATION SERVICES		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT (BEUD)		
Pre-Bid Meeting Information:	*THERE IS NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION.*		

SUBMISSION DEADLINE FOR BID SUBMISSIONS (BID OPENING DATE & TIME)	
Bid Opening Date and Time:	**JULY 14, 2020 AT 1:30 P.M. CST**
Bid Opening Location:	**City of Bentonville Community Development** Council/Planning Commission Chambers 305 SW A Street Bentonville, AR 72712 *Purchasing will be on-site to receive hand delivered bid submissions 15 minutes prior to the Bid Opening time.*
Deadline for Bid Submissions Delivered in Advance to City Hall:	**JULY 14, 2020 AT 1:15 P.M. CST** ***All Bid Submissions delivered AFTER this deadline should be delivered ONLY to the Bid Opening location prior to the Bid Opening time. The City shall not be responsible for late bid submissions for any reason, including failure to adhere to the submission specifications.***

DELIVERY OF BID SUBMISSION	
Location for Bids Delivered Prior to 1:15PM on JULY 14, 2020:	**City Hall – ATTN: Purchasing Office** 117 W. Central Ave. Bentonville, AR 72712
Bid Submission Requirements:	All bids must be received by the Purchasing Office prior to the date and time listed herein for the bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission at the designated location on or before the bid opening date and time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	JULY 8, 2020 – 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via the information contained in this IFB document.	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115 – purchasing@bentonvillear.com

EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned bids will be rejected - no exceptions.

Name of Firm: J. Williams Contractors **Phone Number:** 479-644-4174

Business Address (Full Street/City/State/Zip): 500 Williams DR. Bentonville AR, 72616

Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): ✓ **Yes** __ **No**

Name of Contact Person: Nick Black **Email:** Huntingnick31@gmail.com

Signature of Authorized Person: [redacted] **Date:** 7-13-20

Printed or Typed Name: Nick Black **Title:** Vice President

Arkansas Contractor's License Number: 039309042O

Arkansas Sales or Use Tax Identification Number: 82-4003963

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115 – purchasing@bentonvillear.com

INTENT

The intent of this Invitation for Bid (IFB) is to obtain a properly licensed, qualified, and experienced Contractor to perform repair, replacement, upgrade, and installation services for decorative and pole public streetlights, for the City of Bentonville Electric Utilities Department (BEUD).

The awarded Bidder will be required to enter into a binding Contract with the City for a one (1) year term; work shall be performed as directed by BEUD on an as needed basis.

RESPONSE DOCUMENTS

The following documents must be complete to provide a complete bid response package:

- IFB document, all response fields complete.
- Proof that Bidder is a licensed Contractor in the State of Arkansas.
- Appendix A: Bidder Qualifications completed

All pricing must be entered on pricing sheet ("no bid" is an acceptable entry).

CONTRACT TERM:

The term for the awarded Contract shall be one (1) year, renewable annually upon mutual written agreement for a total maximum term not to exceed five (5) years. There shall be no change in pricing during the initial Contract term or any renewal period thereafter.

SCOPE & SPECIFICATIONS

The City of Bentonville, Arkansas is soliciting formal, sealed bids for a properly licensed, experienced and qualified contractor to perform repair, replacement, upgrade/installation for public streetlights, for the Bentonville Electric Utility Department (BEUD). All work shall be performed within the city limits of Bentonville, Arkansas.

BEUD currently has approximately 3,734 streetlights in service (not including residential rent lights). These streetlights consist of pole mounted "cobra head" fixtures, decorative acorn-style fixtures (residential and commercial), and decorative teardrop-style fixtures. The awarded Contractor shall be responsible for services related to the repair, replacement, upgrade and installation, including but not limited to changing bulbs, upgrading fixtures from existing HPS to new LED, and installing new pole mounted and decorative lights.

BEUD shall provide all new material components to be installed (such as bulbs, poles, fixtures etc.). The awarded Contractor shall be responsible for furnishing all labor, materials and equipment necessary to perform work (such as PPE, tools, wires, transportation etc.). The awarded Contractor shall be responsible for providing a two (2) man crew, with two (2) service bucket trucks and a digger truck, to perform the work on an as needed basis, per request/work order issued by BEUD.

One of the crew members will be required to be a qualified journeyman lineman, with the training to access utility transformers, and the other will be required to be a qualified observer/apprentice. A work order shall request the services of a two-man crew (as specified) and one (1) bucket truck. The second bucket truck and the digger truck will only need to be available, and shall only be used, at the request/requirement from BEUD; BEUD shall provide a minimum of twenty-four (24) hours notice to Contractor before a need for the additional bucket truck and/or digger truck are needed to

SCOPE & SPECIFICATIONS CONTINUED

complete a work order. The awarded Contractor will not be compensated for equipment deployed or on-site, unless requested by the City via a work order.

The bucket trucks shall be 40-45 (forty to forty-five) foot, equipped with a hydraulic impact wrench and hot line tools/rubber goods. The digger-derrick truck shall be single axle with a hydraulic tamp.

All work shall be performed on an as needed basis, upon receipt of an approved work order from BEUD. All work shall be completed, as approved by a BEUD Service Department staff member, within seven (7) calendar days from receipt of the work order, unless otherwise specified in the work order. BEUD shall provide work orders to the awarded Contractor a minimum of 24 hours prior to the needed service date.

BEUD shall coordinate all delivery/pick-up of materials with the awarded Contractor.

ANTICIPATED ORDER SCHEDULE

Once the City Council approves the bid award and contract is signed, contractor will be expected to begin work immediately.

MATERIAL DELIVERY/PICK UP

BEUD will coordinate delivery/pick up of material with the winning bidder.

DELIVERY

The City of Bentonville requests that the awarded Contractor be prepared to begin the work (as described herein) immediately once the Notice of Award is issued. Bidder must specify the date that Bidder is available to begin services. Failure to state a date available to begin services obligates the Bidder to begin services within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

*BEUD anticipates presenting award of this Contract at the next available City Council meeting following the IFB-20-54 bid opening; City of Bentonville City Council meetings are held on the second and fourth Tuesdays of each month.

Date Available to Begin Services: 8-1-20

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto, it is intended to convey to the Bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent shall clearly describe the equivalent article being offered and indicate how it differs from the City's original specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the bid. It is the Bidder's responsibility to demonstrate to the City that a substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

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

SPECIFICATIONS

Contractor agrees to perform work as specified in this IFB document, and all attached Appendixes (if any) and in accordance with industry standards and best practices for the performance of the work described herein.

INDEMNIFICATION

Due to the City statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

INSURANCE

Bidders are required to include proof that they maintain or have the ability to obtain the insurance, as described herein, after the Notice of Award has been issued and upon execution of the contract in their bid submission. Bid submittals that do not include proof of the required insurance or the ability to obtain the required insurance may be rejected. The awarded Bidder shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the awarded Bidder's performance of the work; whether it is to be performed by the awarded Bidder, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:
The policies of insurance required are as follows:

1) Workers' Compensation:
   a. State: Statutory
   b. Applicable Federal: Statutory
2) Comprehensive or Commercial General Liability: $1,000,000.00 – Each Occurrence

REFERENCES & BIDDER QUALIFICATIONS

The City reserves the right to request additional information and references, and to use this information in the evaluation of bids and any subsequent award.

[This space has been intentionally left blank]

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PURCHASING OFFICE
CITY HALL
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BENTONVILLE, ARKANSAS 72712
(479) 271-3115 – purchasing@bentonvillear.com

INVOICING

The awarded Bidder shall submit invoices to the City, at the remittance address below, for actual work performed.

City of Bentonville
ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

The City will provide payment, by check, within fourteen (14) days of receipt. Failure to submit an invoice to the address above may result in a delay in payment.

PAYMENT TERMS

☑ Net 30 days ☐ Other: _____

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115 – purchasing@bentonvillear.com

Contractor/Vendor Disclosure

Company Name: J. Williams Contractors

Registered with the Secretary of State's Office to Conduct Business in the State of Arkansas:

✓ Yes ____No

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more that 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

None

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported in 30 days of change of circumstance.** JB **Initials**

7

nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening, or within two (2) business days from receiving notification from the City, with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.

6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.

7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

    The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.

    The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.

    Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

    In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply

    No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Assistant Finance Director of the City.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.

14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.

27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:

    1. Termination for Convenience
       In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

    2. Termination for Cause
       Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

    3. Termination Due to Unavailability of Funds
       When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds $35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**

31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special

provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.

38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

39. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

40. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Office at (479) 271-3115.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115 – purchasing@bentonvillear.com

PRICING SHEET

Bid prices shall include all costs, excluding tax, but including and not limited to: all labor, materials not specified as being provided by BEUD, tools, equipment, trucks, production costs, mobilization, insurance, profit and delivery fees to the City of Bentonville, Arkansas.

Delivery will be made to the City of Bentonville Municipal Complex, located at 3200 Municipal Drive, Bentonville, Arkansas 72712. All work shall be performed within the city limits of Bentonville, Arkansas.

The Bid Award will be based on the lowest and most responsible Total Bid Price. The Total Bid Price shall be used for bid comparison purposes only, payments to the awarded Bidder will be only for actual work performed.

A	B	C	D	E	F	G
Line	Line Description	Quantity	Regular Weekday Work Per Hour	Overtime Weekday Work Per Hour	Saturday Work Per Hour	Extended Price (Column C multiplied by Columns D,E,F)
1	Journeyman Lineman	2 Hours	$ 55 /Hour	$ 82 1/2 /Hour	$ 82 1/2 /Hour	$ 440
2	Qualified Observer/Apprentice	2 Hours	$ 45 /Hour	$ 67 1/2 /Hour	$ 67 1/2 /Hour	$ 360
3	Service Bucket Truck, As Specified	1 Hour	$ 85 /Hour	$ 85 /Hour	$ 85 /Hour	$ 255
4	Digger-Derrick, As Specified	1 Hour	$ 100 /Hour	$ 100 /Hour	$ 100 /Hour	$ 300
					TOTAL BID PRICE (The SUM of Column G, used for bid comparison purposes only)	$ 1355

13

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115 – purchasing@bentonvillear.com

APPENDIX A
IFB-20-54

BIDDER QUALIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115 – purchasing@bentonvillear.com

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three references from within the last three (3) years in the space provided below and complete all other response fields. References provided must be from the performance of the same or similar type of work as described herein.

The City reserves the right to contact references provided and use the information obtained in the evaluation of Bidder's bid submission.

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
CECC David Harrison	1-870-454-0136	Install new and upgraded power lines	1-1-15 / current
AEP Lance Nicholas	1-479-619-7615	Install and energize new construction	1-1-17 / 1-1-18
Arco Heath Taylor	1-870-715-0268	Install new subdivision	2-13-18 / 6-13-18
Brothers Const. Ryan Fak	1-479-561-6292	Install new subdivision	1-1-19 / Current

Is Bidder able to meet the requirement for a two (2) man crew with one of the crew members being a qualified journeyman lineman, and the other a qualified observer/apprentice? ✓ **YES** ___ **NO**

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

Excavation and utility work is our primary occupation

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Greg Collier	
Collier Insurance Agency, LLC 704 W. Emma Ave. Springdale, AR 72764	PHONE (A/C, NO, EXT): 479-725-0453	FAX (A/C, NO): 479-419-5100
	E-MAIL ADDRESS: gcollier@farmersagent.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: COLONY INSURANCE COMPANY	39993
J. Williams Contractor, LLC 4028 CR 403 Berryville, AR 72616	INSURER B:	
	INSURER C: EVANSTON INSURANCE COMPANY	35378
	INSURER D: STONETRUST COMMERCIAL INS CO	25658
	INSURER E: MARKEL CORPORATION	28932
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PROJECT [ ] LOC OTHER	Y	Y	101 GL 0095325-02	03/28/2020	03/28/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			EZXS1018870	03/28/2020	03/28/2021	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV-0092652-00	03/28/2020	03/28/2021	[X] PER STATUTE [ ] OTHER	$
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Inland Marine	Y		IMS40479	06/28/2020	06/28/2021	Limit: Deductible:	$250,000 $2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE AB[redacted] DATE THEREOF, NOTICE [redacted]
	AUTHORIZED REPRESEN[redacted]

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31-1769 11-15

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Mike Bender

Department: Public Works

Phone: 271-6873

ACTION REQUIRED:

Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter into a Guaranteed Maximum Price Amendment to the existing professional services agreement with CR Crawford Construction, LLC to provide construction management and general contractor services for the construction of the Public Works Maintenance Facility located at 2401 SW Aviation Street for an amount not to exceed $2,797,473.00.

COST TO CITY:

Cost of this Request:	$2,797,473
Additional Budget Amount	$1,687,473

☐ One time amount ☐ Continuing O and M

Previously Budgeted	$	2,000,000
Funds Expended to Date		890,000
Remaining Budget		1,110,000
Budget Adjustment		1,687,473
Remaining After Adjustment	$	2,797,473

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

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

PLEASE RECYCLE

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: July 22, 2020

Re: CR Crawford Construction, LLC contract - GMP

Staff requests City Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a Guaranteed Maximum Price Amendment to the existing professional services agreement with CR Crawford Construction, LLC to provide construction management and general contractor services for the construction of the Public Works Maintenance Facility located at 2401 SW Aviation Street for an amount not to exceed $2,797,473.00. This item requires a budget adjustment in the amount of $1,687,473.00 to cover construction costs.

The project was estimated at $4,000,000.00 in 2018 including purchase of the property, design and construction. The City included $2,000,000.00 in the 2019 budget to move towards development of this project. To date, approximately $890,000.00 has been expended or obligated via contract. Expenditures to date include purchase of the property including due diligence and inspections, design team contracts, and miscellaneous fees.

The new facility will include administrative offices, break room, custodial work area, and mechanic's shop along with vehicle and equipment storage. In addition, this project will free up office space, equipment storage, and parking at the current facility adjacent to Memorial Park shared with the Parks Maintenance Department providing much needed relief for both departments.

Thank you for your consideration of this request.

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Fifteenth day of July in the year Two Thousand Twenty , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Eleventh day of February in the year Two Thousand Twenty (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Bentonville Maintenance Facility Annex
2401 SW Aviation Street
Bentonville, Arkansas 72712

THE OWNER:
(Name, legal status, and address)

City of Bentonville
117 W Central
Bentonville, Arkansas 72712

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

CR Crawford Construction, LLC
1102 S. Happy Hollow Road
Fayetteville, Arkansas 72701

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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATEOFCOMMENCEMENTANDSUBSTANTIALCOMPLETION

A.3 INFORMATION UPONWHICHAMENDMENTISBASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceedTwo Million, Seven Hundred Ninety-Seven Thousand, Four Hundred Seventy-Three Dollars

Init.

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User Notes:
(3B9ADA43)

($ 2,797,473.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Reference Attachment B- Bid Breakdown dated July 15, 2020

§ A.1.1.2.1 As part of the cost of work, the Owner shall pay the Contractor a stipulated amount equal to One Hundred Fifty-Four Thousand, Seven Hundred Fifty-Five Dollars ($154,755.00). The General Conditions amount constitutes reimbursement in full for the items designated as "General Conditions" in Attachment B. The General Conditions amount is in lieu of separate reimbursement under Article 6.2 and 6.5 of the AIA A133 contract. Notwithstanding Contractor's right or ability to change other portions of the budget pursuant to the terms hereof, savings from other line items will not be reallocated to increase the General Conditions amount without the Owner's prior written consent. The General Conditions amount shall be invoiced and paid in monthly installments over the construction period with no further advances once such fixed amount is paid. The General conditions amount shall not be increased in connection with any change order unless the contract time is extended, and in any event, the General Conditions amount will not be increased without the written consent of Owner. Absent such agreement, the General Conditions amount will not be increased.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Not applicable	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not applicable		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Undercut and replace unsuitable soils	CY	$ 28.00
Mass rock removal	CY	$200.00
Trench rock removal	CY	$295.00

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Init.

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User Notes: (3B9ADA43)

Date of Building Permit or Notice to Proceed, whichever is later.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Two Hundred Seventy-Five (275) calendar days from the date of commencement of the Work.

[ ] By the following date:

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

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Attachment A	Insurance Certificate	October 22, 2019	1
Attachment E	Bid Qualifications	July 15, 2020	1

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

Reference Attachment D- Specification Log

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Reference Attachment C- Drawing Log

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:

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User Notes:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Owner contingency	$77,022.00
Aluminum letters/signage	$ 6,000.00
Door hardware	$ 2,000.00

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

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Addendum 1 dated June 10, 2020 (6 pages)
Addendum 2 dated June 22, 2020 (4 pages)
Addendum 3 dated June 28, 2020 (1 page)
Addendum 4 dated July 8, 2020 (13 pages)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Stephanie Orman, Mayor	Jason Evins., CFO
(Printed name and title)	*(Printed name and title)*

Init.

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4

Attachment A

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Cottingham & Butler
Aaron Krogman
800 Main St.
Dubuque IA 52001

CONTACT NAME:
PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B: Cincinnati Insurance Company	10677
INSURER C: Zurich American Insurance Company	16535
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CR Crawford Construction LLC
1102 S Happy Hollow Road
Fayetteville AR 72701

CRCRAWF-01

COVERAGES — CERTIFICATE NUMBER: 878753788 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZAPKG8602001	11/1/2019	11/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			ZACAT8602601	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO			ZAPKG8602001	11/1/2019	11/1/2020	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			EXS0542042	11/1/2019	11/1/2020	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ZAWCI8602201	11/1/2019	11/1/2020	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Inland Marine			CPP 4292268-00	7/1/2019	11/1/2020	Leased/Rented Equip	550,000
C	Builders Risk			MBR 4283650-00	7/1/2019	11/1/2020	Non-Combustible Const	20,000,000
							Joisted Masonry/Frame	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Bentonville Maintenance Facility - SW 24th St & SW Aviation Dr, Bentonville, AR 72712

CERTIFICATE HOLDER

City of Bentonville
117 W Central
Bentonville AR 72712

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

[redacted]

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Attachment B

Project: Bentonville Maintenance Facility
Date: 7/15/2020
Building GSF 12,900

C.R. CRAWFORD CONSTRUCTION

Div	CSI Description	Subtotal	$ / GSF	% of Total
Div 01	**General Conditions**			
a	General Superintendent	$ 103,020	$ 7.99	3.68%
b	Field office, supplies and storage facilities	$ 10,945	$ 0.85	0.39%
c	Temporary toilets	$ 2,250	$ 0.17	0.08%
d	Temporary utilities	$ 9,675	$ 0.75	0.35%
e	Daily and final cleanup	$ 10,365	$ 0.80	0.37%
f	Dumpster rental	$ 9,000	$ 0.70	0.32%
g	Warranty and closeout	$ 3,500	$ 0.27	0.13%
h	Drawing reproduction	$ 500	$ 0.04	0.02%
i	Equipment rental	$ 5,600	$ 0.43	0.20%
General Conditions Summary		**$ 154,755**	**$ 12.00**	**5.53%**
Div 02	**Existing Conditions**			
Div 03	**Concrete**			
a	Foundations and slab	$ 438,420	$ 33.99	15.67%
Div 04	**Masonry**			
a	Unit masonry	$ 83,800	$ 6.50	3.00%
Div 05	**Metals**			
a	Misc. steel	$ 57,878	$ 4.49	2.07%
Div 06	**Wood, Plastics, Composites**			
a	Rough carpentry	$ 3,500	$ 0.27	0.13%
b	Millwork	$ 12,033	$ 0.93	0.43%
c	Misc. installation	$ 8,795	$ 0.68	0.31%
Div 07	**Thermal and Moisture Protection**			
a	Waterproofing	$ 11,980	$ 0.93	0.43%
b	Hardie siding	$ 7,125	$ 0.55	0.25%
c	Flashing and sheet metal	$ 3,000	$ 0.23	0.11%
Div 08	**Openings**			
a	Doors and hardware	$ 30,113	$ 2.33	1.08%
b	Glass and glazing	$ 31,500	$ 2.44	1.13%
c	Overhead doors	$ 104,000	$ 8.06	3.72%
d	Door hardware (per spec allowance)	$ 2,000	$ 0.16	0.07%
Div 09	**Finishes**			
a	Drywall assemblies and acoustical	$ 167,250	$ 12.97	5.98%
b	Epoxy	$ 5,651	$ 0.44	0.20%
c	Flooring	$ 13,535	$ 1.05	0.48%
d	Painting and wallcoverings	$ 40,735	$ 3.16	1.46%
Div 10	**Specialties**			
a	Toilet partitions and toilet accessories	$ 8,131	$ 0.63	0.29%
c	Fire extinguishers	$ 1,686	$ 0.13	0.06%
d	Building plaque	$ 880	$ 0.07	0.03%
e	Interior signage	$ 1,265	$ 0.10	0.05%
f	Marker board	$ 4,849	$ 0.38	0.17%
g	Lockers	$ 2,951	$ 0.23	0.11%
h	Canopies	$ 18,000	$ 1.40	0.64%
i	Knox box	$ 1,506	$ 0.12	0.05%
j	Corner guards	$ 693	$ 0.05	0.02%
k	Emergnecy key switch	$ 422	$ 0.03	0.02%
l	Aluminum letters (allowance)	$ 6,000	$ 0.47	0.21%
Div 11	**Equipment**			
Div 12	**Furnishings**			
a	Window shades	$ 3,835	$ 0.30	0.14%
Div 13	**Special Construction**			
a	Pre-engineered metal building	$ 186,386	$ 14.45	6.66%
b	Pre-engineered metal building erection	$ 45,150	$ 3.50	1.61%
c	Pre-engineered metal building insulation	$ 16,355	$ 1.27	0.58%
Div 14	**Conveying Equipment**			
Div 21	**Fire Suppression**			
a	Fire sprinkler system, fireline, and FDC	$ 76,346	$ 5.92	2.73%
Div 22	**Plumbing**			
a	Plumbing, fixtures, drains	In Div 23	$ -	0.00%
Div 23	**HVAC**			

Project: Bentonville Maintenance Facility
Date: 7/15/2020
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C.R. CRAWFORD CONSTRUCTION

Div	CSI Description	Subtotal	$ / GSF	% of Total
a	HVAC equipment and distribution	$ 204,116	$ 15.82	7.30%
Div 25	**Integrated Automation**			
Div 26	**Electrical**			
a	Electrical distribution and light fixtures	$ 156,387	$ 12.12	5.59%
Div 27	**Communications**			
a	Structured cabling, data, voice	In Div 26	$ -	0.00%
Div 28	**Electronic Safety and Security**			
a	Fire alarm	In Div 26	$ -	0.00%
BUILDING SUMMARY		**$ 1,756,253**	**$ 193.95**	**62.78%**
Div 31	**Earthwork**			
a	Material and testing	$ 12,500	$ 0.97	0.45%
b	Surveying and layout	$ 7,500	$ 0.58	0.27%
c	Temporary Fencing	$ 5,000	$ 0.39	0.18%
d	Traffic control	$ 2,500	$ 0.19	0.09%
e	Erosion control, earthwork, storm drainage	$ 382,429	$ 29.65	13.67%
f	Termite control	$ 1,290	$ 0.10	0.05%
Div 32	**Exterior Improvements**			
a	Asphalt paving	$ 76,465	$ 5.93	2.73%
b	Mill and overlay	In asphalt paving	$ -	0.00%
c	Pavement markings	$ 2,620	$ 0.20	0.09%
d	Concrete paving	In Div 3	$ -	0.00%
e	Curb and gutter, sidewalks, bollards, light pole bases, trickle channel	In Div 3	$ -	0.00%
f	Landscaping and irrigation	$ 67,163	$ 5.21	2.40%
g	Fencing and gates	$ 68,285	$ 5.29	2.44%
h	Bike racks	In Div 5	$ -	0.00%
i	Bench	In Div 10	$ -	0.00%
j	Flag pole	N/A	$ -	0.00%
Div 33	**Utilities**			
a	Water and sewer utilities	In Div 31	$ -	0.00%
c	Gas utilities	$ 15,300	$ 1.19	0.55%
d	City street lights	$ 15,344	$ 1.19	0.55%
Site Work Summary		**$ 656,398**	**$ 50.88**	**23.46%**
a	Pre-construction fee (lump sum)	Excluded	$ -	0.00%
b	Building permit fee	Excluded	$ -	0.00%
c	Electrical company fee	Excluded	$ -	0.00%
d	Utility impact fees	Excluded	$ -	0.00%
Fees, Permits, General requirements		**$ -**	**$ -**	**0.00%**
	Subtotal of Construction Costs	**$ 2,567,404**	**$ 199.02**	**91.78%**
	Owner Contingency	$ 77,022	3.00%	2.75%
	Subtotal	**$ 2,644,427**		
	General Liability and Builders Risk	$ 19,833	0.75%	0.71%
	Subtotal	**$ 2,664,260**		
	Overhead and Profit	$ 133,212.99	5.00%	4.76%
	Subtotal	**$ 2,797,473**		
	Payment and Performance Bond	$ -	0.00%	0.00%
	Total Construction Costs	**$ 2,797,473**	**$ 216.86**	**100.00%**

1102 S. Happy Hollow Road • Fayetteville, AR 72701 • Phone (479) 251-1161 • Fax (479) 571-1161

C.R. CRAWFORD CONSTRUCTION

Bentonville Maintenance Facility Annex
Drawing Log

Discipline	Drawing No.	Drawing Title	Revision	Drawing Date	Set Name
General	CVR	COVER SHEET	0	5/14/2020	Bid Set
Civil	C0.0	CIVIL COVER SHEET & VICINITY MAP	0	5/14/2020	Bid Set
Civil	C1.0	CONSTRUCTION NOTES	0	5/14/2020	Bid Set
Civil	C2.0	DEMOLITION PLAN	0	5/14/2020	Bid Set
Civil	C3.0	SITE DIMENSION PLAN	0	5/14/2020	Bid Set
Civil	C4.0	GRADING PLAN	0	5/14/2020	Bid Set
Civil	C4.1	DRAINAGE PLAN	0	5/14/2020	Bid Set
Civil	C4.2	STORM DRAINAGE PROFILES	0	5/14/2020	Bid Set
Civil	C5.0	EROSION CONTROL PLAN	0	5/14/2020	Bid Set
Civil	C5.1	EROSION CONTROL DETAILS	0	5/14/2020	Bid Set
Civil	C6.0	UTILITY PLAN	0	5/14/2020	Bid Set
Civil	C7.0	MISCELLANEOUS DETAILS	0	5/14/2020	Bid Set
Civil	C7.1	OUTLET STRUCTURE DETAILS	0	5/14/2020	Bid Set
Civil	L1.0	LANDSCAPE PLAN AND DETAILS	0	5/13/2020	Bid Set
Civil	WSD 1	CITY OF BENTONVILLE WATER/SEWER DETAILS	0	10/10/2007	Bid Set
Civil	WSD2	CITY OF BENTONVILLE WATER/SEWER DETAILS	0	2/11/2008	Bid Set
Civil	WD1	CITY OF BENTONVILLE WATER DETAILS	0	5/9/2008	Bid Set
Civil	WD2	CITY OF BENTONVILLE WATER DETAILS	0	5/9/2008	Bid Set
Civil	SSD1	CITY OF BENTONVILLE SAN. SEWER DETAILS	0	4/16/2008	Bid Set
Civil	SSD2	CITY OF BENTONVILLE SAN. SEWER DETAILS	0	4/16/2008	Bid Set
Civil	E1	CITY OF BENTONVILLE ELECTRICAL LAYOUT	0	3/30/2020	Bid Set
Civil	ED1	CITY OF BENTONVILLE ELECTRIC DETAIL	0	10/1/2017	Bid Set
Civil	ED2	CITY OF BENTONVILLE ELECTRIC DETAIL	0	10/1/2017	Bid Set
Civil	ED3	CITY OF BENTONVILLE ELECTRIC DETAIL	0	10/1/2017	Bid Set
Architectural	A1.0	ARCHITECTURAL SITE PLAN	1	7/8/2020	Addendum 4
Architectural	A1.1	ARCHITECTURAL SITE DETAILS	0	5/14/2020	Bid Set
Architectural	A1.2	CODE FOOTPRINT	1	7/8/2020	Addendum 4
Architectural	A2.1	FIRST FLOOR PLAN	2	7/8/2020	Addendum 4
Architectural	A2.2	SPECIALTY PLAN	1	7/8/2020	Addendum 4
Architectural	A2.3	REFLECTED CEILING PLAN	0	5/14/2020	Bid Set
Architectural	A2.4	ENLARGED RESTROOM PLANS/ELEVATIONS	1	5/29/2020	Addendum 1
Architectural	A2.5	ROOF PLAN	0	5/14/2020	Bid Set
Architectural	A3.1	DOOR SCHEDULE, ELEVATIONS AND DETAILS	1	5/29/2020	Addendum 1
Architectural	A4.1	EXTERIOR ELEVATIONS	1	6/22/2020	Addendum 2
Architectural	A5.1	BUILDING SECTIONS	0	5/14/2020	Bid Set
Architectural	A5.2	WALL SECTIONS	0	5/14/2020	Bid Set

Architectural	A5.3	WALL SECTIONS	0	5/14/2020	Bid Set
Architectural	A5.4	WALL SECTIONS	1	7/8/2020	Addendum 4
Architectural	A5.5	WALL SECTIONS	0	5/14/2020	Bid Set
Architectural	A6.1	MILLWORK ELEVATIONS/DETAILS	0	5/14/2020	Bid Set
Structural	S1.0	SPECIAL INSPECTIONS	0	5/14/2020	Bid Set
Structural	S1.1	FOUNDATION GENERAL NOTES AND TYP. DETAILS	0	5/14/2020	Bid Set
Structural	S2.1	FOUNDATION PLAN	0	5/14/2020	Bid Set
Structural	S3.1	MEZZANINE FRAMING PLAN	1	6/10/2020	Addendum 1
Structural	S4.1	FOUNDATION DETAILS	0	5/14/2020	Bid Set
Fire Alarm	FA1.1	FIRE SPRINKLER MONITORING GENERAL NOTES	0	5/15/2020	Bid Set
Fire Alarm	FA2.1	FIRE SPRINKLER MONITORING PLAN	0	5/15/2020	Bid Set
Fire Sprinkler	FS1.1	FIRE SPRINKLER GENERAL NOTES	0	5/15/2020	Bid Set
Fire Sprinkler	FS2.1	LOWER LEVEL FIRE SPRINKLER PLAN	0	5/15/2020	Bid Set
Fire Sprinkler	FS2.2	UPPER LEVEL FIRE SPRINKLER PLAN	0	5/15/2020	Bid Set
Fire Sprinkler	FS3.1	FIRE PROTECTION DETAILS	0	5/15/2020	Bid Set
Plumbing	P0.1	PLUMBING LEGEND AND NOTES	0	5/15/2020	Bid Set
Plumbing	P1.1	PLUMBING FLOOR PLAN	0	5/15/2020	Bid Set
Plumbing	P2.1	PLUMBING DETAILS	0	5/15/2020	Bid Set
Plumbing	P3.1	PLUMBING RISER DIAGRAMS	0	5/15/2020	Bid Set
Plumbing	P4.1	PLUMBING SCHEDULES	0	5/15/2020	Bid Set
Mechanical	M0.1	MECHANICAL LEGEND AND NOTES	0	5/15/2020	Bid Set
Mechanical	M1.1	MECHANICAL FLOOR PLAN	0	5/15/2020	Bid Set
Mechanical	M2.1	MECHANICAL DETAILS	0	5/15/2020	Bid Set
Mechanical	M3.1	MECHANICAL SCHEDULES	1	7/7/2020	Addendum 4
Electrical	E1.1	ELECTRICAL LEGEND & NOTES	0	5/15/2020	Bid Set
Electrical	E2.1	ELECTRICAL SITE PLAN	1	7/7/2020	Addendum 4
Electrical	E3.1	ELECTRICAL LIGHTING PLAN	1	7/7/2020	Addendum 4
Electrical	E4.1	ELECTRICAL POWER PLAN	2	7/7/2020	Addendum 4
Electrical	E5.1	ELECTRICAL HVAC POWER PLAN	1	7/7/2020	Addendum 4
Electrical	E6.1	ELECTRICAL ONE-LINE DIAGRAM	2	7/7/2020	Addendum 4
Electrical	E7.1	ELECTRICAL DETAILS	0	5/15/2020	Bid Set

C.R. CRAWFORD CONSTRUCTION

Bentonville Maintenance Facility Annex
Specification Log

Division	Number	Description	Revision	Set
00 - Procurement and Contracting Requirements	00 72 00	General Conditions	0	Project Manual
00 - Procurement and Contracting Requirements	00 73 00	Supplementary General Conditions	0	Project Manual
00 - Procurement and Contracting Requirements	00 01 10	Table of Contents	0	Project Manual
01 - General Requirements	01 00 00	General Requirements &amp Procedures	0	Project Manual
01 - General Requirements	01 11 00	Summary of Work	0	Project Manual
01 - General Requirements	01 21 13	Cash Allowances	0	Project Manual
01 - General Requirements	01 22 13	Measurement and Payment	0	Project Manual
01 - General Requirements	01 26 00	Modification Requirements	0	Project Manual
01 - General Requirements	01 29 76	Applications for Payment	0	Project Manual
01 - General Requirements	01 31 00	Coordination and Meetings	0	Project Manual
01 - General Requirements	01 32 33	Construction Photographs &amp Documentation	0	Project Manual
01 - General Requirements	01 32 36	Construction Progress Schedules	0	Project Manual
01 - General Requirements	01 33 00	Submittals	0	Project Manual
01 - General Requirements	01 40 00	Quality Control	0	Project Manual
01 - General Requirements	01 50 00	Construction Facilities and Temporary Controls	0	Project Manual
01 - General Requirements	01 60 00	Material and Equipment	0	Project Manual
01 - General Requirements	01 73 29	Cutting and Patching	0	Project Manual
01 - General Requirements	01 75 00	Starting of Systems	0	Project Manual
01 - General Requirements	01 77 00	Contract Closeout	0	Project Manual
02 - Existing Conditions	02 32 00	Geotechnical Soils Report	0	Project Manual
02 - Existing Conditions	02 32 01	Site &amp Subsurface Investigation by Contractor	0	Project Manual
03 - Concrete	03 11 00	Concrete Formwork	0	Project Manual
03 - Concrete	03 21 00	Concrete Reinforcement	0	Project Manual
03 - Concrete	03 30 00	Cast-In-Place Concrete	0	Project Manual
03 - Concrete	03 62 00	Non-Shrink Grouting	0	Project Manual
04 - Masonry	04 05 13	Mortar	0	Project Manual
04 - Masonry	04 21 13	Brick Masonry	0	Project Manual
04 - Masonry	04 22 00	Concrete Unit Masonry	0	Project Manual
05 - Metals	05 40 00	Cold-Formed Metal Framing	0	Project Manual
05 - Metals	05 50 00	Metal Fabrications	0	Project Manual
05 - Metals	05 51 00	Steel Stairs	0	Project Manual
05 - Metals	05 52 00	Handrails	0	Project Manual
06 - Wood, Plastics, and Composites	06 10 00	Rough Carpentry	0	Project Manual
06 - Wood, Plastics, and Composites	06 12 13	Structural Panel Concrete Subfloor	0	Project Manual
06 - Wood, Plastics, and Composites	06 20 23	Finish Carpentry	0	Project Manual
06 - Wood, Plastics, and Composites	06 41 16	Cabinet Work &amp Shelving	0	Project Manual
07 - Thermal and Moisture Protection	07 10 00	Waterproofing and Dampproofing	0	Project Manual
07 - Thermal and Moisture Protection	07 19 00	Water Repellent Coating	0	Project Manual
07 - Thermal and Moisture Protection	07 21 00	Insulation	0	Project Manual
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistant Barrier	0	Project Manual
07 - Thermal and Moisture Protection	07 42 14	Fabricated Metal Wall Panel	0	Project Manual
07 - Thermal and Moisture Protection	07 45 00	Mineral-Reinforced Cementitious Panels	0	Project Manual
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing &amp Trim	0	Project Manual
07 - Thermal and Moisture Protection	07 62 10	Gutters &amp Downspouts	0	Project Manual
07 - Thermal and Moisture Protection	07 72 53	Snow Guards / Flue Guards	0	Project Manual
07 - Thermal and Moisture Protection	07 92 00	Joint Sealant	0	Project Manual

08 - Openings	08 11 13	Hollow Metal Doors &amp Frames	0	Project Manual
08 - Openings	08 14 16	Wood Doors	0	Project Manual
08 - Openings	08 31 13	Ceiling/Wall Access Panels	0	Project Manual
08 - Openings	08 33 23	Overhead Coiling Doors	0	Project Manual
08 - Openings	08 43 13	Aluminum Storefront, Doors, Exterior Fixed Units	0	Project Manual
08 - Openings	08 51 13	Aluminum Windows	0	Project Manual
08 - Openings	08 71 00	Finish Door Hardware	0	Project Manual
08 - Openings	08 81 00	Glass &amp Glazing	0	Project Manual
09 - Finishes	09 22 16	Non-Structural Metal Framing	0	Project Manual
09 - Finishes	09 29 00	Drywall	0	Project Manual
09 - Finishes	09 51 00	Acoustical Tile Ceilings	0	Project Manual
09 - Finishes	09 65 00	Resilient Flooring	0	Project Manual
09 - Finishes	09 67 26	Epoxy Resinous Flooring	0	Project Manual
09 - Finishes	09 68 00	Carpet	0	Project Manual
09 - Finishes	09 78 00	Fiber Reinforced Plastic Coated Panels	0	Project Manual
09 - Finishes	09 91 00	Painting &amp Finishing	0	Project Manual
09 - Finishes	09 97 26	Special Coatings	0	Project Manual
10 - Specialties	10 00 00	Miscellaneous Specialties	0	Project Manual
10 - Specialties	10 11 00	Visual Display Surfaces	0	Project Manual
10 - Specialties	10 14 00	Identifying Devices	0	Project Manual
10 - Specialties	10 14 19	Aluminum Letters	0	Project Manual
10 - Specialties	10 14 53	Site Signage	0	Project Manual
10 - Specialties	10 21 14	Toilet Compartment	0	Project Manual
10 - Specialties	10 28 13	Toilet and Bath Accessories	0	Project Manual
10 - Specialties	10 44 00	Fire Extinguishers	0	Project Manual
10 - Specialties	10 51 13	Metal Athletic Lockers	0	Project Manual
10 - Specialties	10 73 16	Aluminum Canopies	0	Project Manual
12 - Furnishings	12 24 15	Manual Roller Shades	0	Project Manual
13 - Special Construction	13 34 19	Pre-Engineered Metal Building System	0	Project Manual
21 - Fire Suppression	21 05 00	Common Work Results For Fire Suppression	0	Project Manual
21 - Fire Suppression	21 05 23	General-Duty Valves For Water-Based Fire-Suppression Piping	0	Project Manual
21 - Fire Suppression	21 05 53	Identification For Fire Suppression Piping And Equipment	0	Project Manual
21 - Fire Suppression	21 11 00	Facility Fire-Suppression Water-Service Piping	0	Project Manual
21 - Fire Suppression	21 13 00	Fire Suppression Sprinklers	0	Project Manual
22 - Plumbing	22 05 16	Expansion Fittings And Loops For Plumbing Piping	0	Project Manual
22 - Plumbing	22 05 19	Meters And Gages For Plumbing Piping	0	Project Manual
22 - Plumbing	22 05 53	Identification For Plumbing Piping And Equipment	0	Project Manual
22 - Plumbing	22 07 19	Plumbing Piping Insulation	0	Project Manual
22 - Plumbing	22 10 05	Plumbing Piping	0	Project Manual
22 - Plumbing	22 30 00	Plumbing Equipment	0	Project Manual
22 - Plumbing	22 40 00	Plumbing Fixtures	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 48	Vibration And Seismic Controls For H Piping &amp Equipment	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 53	Identification For HVAC Piping And Equipment	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 93	Testing, Adjusting, And Balancing For Hvac	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 07 13	Duct Insulation	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 09 13	Instrumentation And Control Devices For Hvac	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 11 23	Facility Natural-Gas Piping	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 23 00	Refrigerant Piping	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 31 00	HVAC Ducts And Casings	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 33 00	Air Duct Accessories	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 34 16	Centrifugal HVAC Fans	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 37 00	Air Outlets And Inlets	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 55 13	Fuel-Fired Duct Heaters	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 55 33	Fuel-Fired Unit Heaters	0	Project Manual
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 81 27	Small Split-System Heating And Cooling	0	Project Manual
26 - Electrical	26 05 19	Low-Voltage Electrical Power Conductors And Cables	0	Project Manual
26 - Electrical	26 05 26	Grounding And Bonding For Electrical Systems	0	Project Manual
26 - Electrical	26 05 29	Hangers And Supports For Electrical Systems	0	Project Manual

26 - Electrical	26 05 34	Conduit	0	Project Manual
26 - Electrical	26 05 35	Surface Raceways	0	Project Manual
26 - Electrical	26 05 37	Boxes	0	Project Manual
26 - Electrical	26 05 53	Identification For Electrical Systems	0	Project Manual
26 - Electrical	26 09 23	Lighting Control Devices	0	Project Manual
26 - Electrical	26 21 00	Low-Voltage Electrical Service Entrance	0	Project Manual
26 - Electrical	26 24 16	Panelboards	0	Project Manual
26 - Electrical	26 27 13	Electricity Metering	0	Project Manual
26 - Electrical	26 27 17	Equipment Wiring	0	Project Manual
26 - Electrical	26 27 26	Wiring Devices	0	Project Manual
26 - Electrical	26 28 13	Fuses	0	Project Manual
26 - Electrical	26 51 00	Interior Lighting	0	Project Manual
26 - Electrical	26 56 00	Exterior Lighting	0	Project Manual
28 - Electronic Safety and Security	28 46 00	Fire Detection And Alarm System	0	Project Manual
31 - Earthwork	31 11 00	Site Preparation and Clearing	0	Project Manual
31 - Earthwork	31 22 00	Site Grading	0	Project Manual
31 - Earthwork	31 23 00	Excavation &amp Backfill	0	Project Manual
31 - Earthwork	31 23 16	Rock Removal	0	Project Manual
31 - Earthwork	31 23 23	Pipe Laying	0	Project Manual
31 - Earthwork	31 23 33	Excavation &amp Backfill &amp Compacting for Utilities	0	Project Manual
31 - Earthwork	31 25 00	Storm Water Pollution Prevention Plan	0	Project Manual
31 - Earthwork	31 31 16	Termite Control	0	Project Manual
31 - Earthwork	31 35 00	Slope Protection and Erosion Control	0	Project Manual
31 - Earthwork	31 37 16	Rip-Rap	0	Project Manual
32 - Exterior Improvements	32 11 16	Crushed Stone Base Course	0	Project Manual
32 - Exterior Improvements	32 12 16	Asphaltic Paving	0	Project Manual
32 - Exterior Improvements	32 13 13	Portland Cement Concrete Paving	0	Project Manual
32 - Exterior Improvements	32 16 00	Walks &amp Curbs	0	Project Manual
32 - Exterior Improvements	32 17 23	Pavement Markings	0	Project Manual
32 - Exterior Improvements	32 31 02	Structural Cantilever Slide Gate System	0	Project Manual
32 - Exterior Improvements	32 31 13	Chain Link Fences &amp Gates	0	Project Manual
32 - Exterior Improvements	32 92 20	Hydroseeding	0	Project Manual
32 - Exterior Improvements	32 92 23	Sodding	0	Project Manual
32 - Exterior Improvements	32 93 00	Trees, Plants, &amp Ground Cover	0	Project Manual
33 - Utilities	33 11 00	Water Distribution Systems	0	Project Manual
33 - Utilities	33 31 13	Sanitary Sewer Systems	0	Project Manual
33 - Utilities	33 39 00	Sanitary and Storm Sewer Manhole Structures	0	Project Manual
33 - Utilities	33 41 00	Storm Sewer Systems	0	Project Manual
33 - Utilities	33 44 00	Storm Drainage Structures	0	Project Manual
33 - Utilities	33 46 16	Sub-drainage System (Downspouts)	0	Project Manual
33 - Utilities	33 51 00	Gas Distribution Systems	0	Project Manual
	APPENDIX "A"	Project Identification Sign	0	Project Manual

Attachment E

C.R. CRAWFORD CONSTRUCTION

Bid Qualifications

Bentonville Maintenance Facility – Bentonville, AR	July 15, 2020

Project Inclusions

- General conditions
- Overhead and profit
- Survey and testing
- Earthwork per geotech report
- Site utilities
- Paving and markings
- Fencing
- Landscaping
- City street lights
- Concrete
- Masonry
- Misc. steel
- Millwork
- Waterproofing
- Exterior siding
- Doors and hardware
- Hardware allowance per spec - **$2,000**
- Storefront systems
- Overhead doors
- Metal studs, drywall, ACT
- Painting
- Flooring
- Toilet accessories, partitions, and specialties
- Dimensional letter allowance per spec - **$6,000**
- Canopies
- Window shades
- Pre-engineered metal building and erection
- Fire sprinkler system
- Plumbing
- HVAC
- Electrical
- Fire alarm
- Data and communications
- Access control
- Owner contingency - **$77,213**

Project Exclusions

- Building permit, impact, and tap fees
- Electrical company fees
- Winter conditions
- Off-site utilities
- Furnishings
- Architectural and engineering fees

1102 S. Happy Hollow Road • Fayetteville, AR 72701 • Phone (479) 251-1161 • Fax (479) 571-1161

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GUARANTEED MAXIMUM PRICE AMENDMENT TO THE PROFSSIONAL SERVICES AGREEMENT WITH CR CRAWFORD CONSTRUCTION, LLC FOR CONSTRUCTION MANAGEMENT AND GENERAL CONTRACTOR SERVICES FOR THE DEVELOPMENT OF THE PUBLIC WORKS MAINTENANCE FACILITY LOCATED ON SW AVIATION STREET

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a Guaranteed Maximum Price Amendment to the Professional Services Agreement with CR Crawford Construction, LLC for construction management and general contractor services associated with development of the Public Works Maintenance Facility in an amount not to exceed $2,797,473.00 as set forth in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of ____, 2020.

APPROVED:

_____
HON., STEPHANIE ORMAN,
MAYOR

ATTEST:

_____
CITY CLERK

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Mike Bender

Department: Public Works Director

Phone: 271-6873

ACTION REQUIRED:

Budget Adjustment requested by Staff for City Council approval in the amount of 1,687,473.00 to cover construction costs for the Public Works Maintenance Facility located at 2401 SW Aviation Street.

COST TO CITY:

Cost of this Request:	$1,164,900
Additional Budget Amount	$600,000

☐ One time amount ☐ Continuing O and M

Previously Budgeted	$	600,000
Funds Expended to Date		-
Remaining Budget		600,000
Budget Adjustment		600,000
Remaining After Adjustment	$	1,200,000

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

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

PLEASE RECYCLE

BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: **Other**

Date of Request: July 28, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
105020-47210	Public Works Maintenance Capital - Buildings		$ 1,687,473.00	$ (1,687,473.00)
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals	$ -	$ 1,687,473.00	$ (1,687,473.00)

Justification:

Staff requests Council approval of a budget adjustment in the amount of $1,687,473.00 from General Fund Reserves to cover construction costs of the Public Works Maintenance Facility located at 2401 SW Aviation Street.

FOR ACCTING 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

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Mike Bender

Department: Sewer Rehab

Phone: 271-6873

ACTION REQUIRED:

Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter into a professional services agreement with Olsson , Inc. to provide professional services associated with the analysis of four primary basins of the City of Bentonville sanitary sewer collection system in an amount not to exceed $1,164,900.00. The 2020 budget includes $600,000.00 for this project. A grant from the Walton Family Foundation in an amount up to $600,000.00 will be utilized to cover 50% of the cost of this project.

COST TO CITY:

Cost of this Request:	$1,164,900
Additional Budget Amount	$564,900

☐ One time amount ☑ Continuing O and M

Previously Budgeted	$	600,000
Funds Expended to Date		-
Remaining Budget		600,000
Budget Adjustment		564,900
Remaining After Adjustment	$	1,164,900

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

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

PLEASE RECYCLE

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: July 22, 2020

Re: Olsson Agreement for Sanitary Sewer System Analysis

Resolution - Staff requests Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Olsson, Inc. to provide professional services associated with the analysis of four primary basins of the City of Bentonville sanitary sewer collection system in an amount not to exceed $1,164,900.00. The 2020 budget includes $600,000.00 for this project. A grant from the Walton Family Foundation in an amount up to $600,000.00 will be utilized to cover 50% of the cost of this project.

This project is an analysis for four (4) primary sanitary sewer basins identified as McKissic, Town Branch, Shewmaker, and South Lift Station. The intent of the study is to determine existing flows within the 4 basins including inflow and infiltration (I&I) within the basin systems utilizing flow monitoring and rainfall monitoring on sewer trunk lines with diameters of 12 inches and larger and to determine a baseline capacity and prepare a hydraulic model of the basins. Monitoring and data collection is estimated to be in place for a period of 12 continuous months. Time may be altered during the project depending on weather conditions and determination of adequate seasonal data. Project shall include a flow and rainfall monitoring plan, rainfall derived I&I analysis, baseline capacity and hydraulic model, capacity analysis of three (3) lift stations (McKissic LS, North LS, South LS), and final report of findings. Findings of this initial analysis will be used to determine next steps including but not limited to additional analyses, system improvements, establishment of new protective programs, and guidance for development.

Thank you for your consideration of this request.

Mike Bender

olsson

LETTER AGREEMENT
FOR PROFESSIONAL SERVICES

June 25,2020

City of Bentonville, Arkansas
3200 SW Municipal Dr.
Bentonville, AR 72712

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Sewer Collection Analysis and Peak Flow Management Program (the "Project")
Bentonville, AR

Dear Mr. Bender:

It is our understanding that the City of Bentonville, AR ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide services as specifically described in "Scope of Services" attached hereto. TREKK Design Group, LLC, will serve as a sub-consultant to Olsson for the Project providing collection system flow monitoring and field investigations of existing infrastructure. Services provided by TREKK is detailed in Part I, Phase 110 of the Scope of Services.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES
Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:	September 2020
Anticipated Completion Date:	March 2022

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION
Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule attached to this Agreement. Anticipated expenses have been included in the estimate. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date. Olsson's Scope of Services will be provided on a time and expense basis not to exceed $1,164,900.00.

TERMS AND CONDITIONS OF SERVICE
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Mike Bender.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By [redacted]

Jeffrey C. Ford, Senior Vice President Chris Hall, P.E., Team Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF BENTONVILLE, ARKANSAS

By _____
Signature

Print Name _____

Title _____ Dated _____

Attachments
General Provisions
Scope of Services
Engineering Fees
Standard Labor Rate Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated June 25, 2020 between City of Bentonville, AR ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall first obtain written approval from the Client prior to performing or obtaining from others such services. Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Deleted

3.9 Deleted

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling

procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation – Omitted

6.2.1 Omitted

6.2.2 Omitted

6.2.3 Omitted

6.2.4 Omitted

6.3 Certification of Merit – Omitted

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully

satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes

beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

Unless Client is a public entity and the release of information is required by law or legal process, in performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party").

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean

structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment, unless it was directly caused by Olsson's negligence.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Arkansas. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Arkansas.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Deleted

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither

Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

General Provisions updated 06-23-2020.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated June 25, 2020 between The City of Bentonville, Arkansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Bentonville, Arkansas

Project Description: Sewer Collection Analysis and Peak Flow Management Program

SCOPE OF SERVICES

Olsson hereby agrees to provide the following services (Scope of Services) to Client for the Project:

PART I:

PHASE 100 – PROJECT & QUALITY MANAGEMENT

Olsson's Project Manager (PM) will work with the Owner, TREKK and Olsson's project team to provide the timely completion of quality work products within available budgetary resources. The PM's responsibilities include:

- **Project Management**
  - Establishing and maintaining project schedule and budget.
  - Define individual tasks and establish cost and schedule of each task.
  - Provide forecast showing expenditure by month.
  - Provide monthly progress reports to accompany invoices identifying work items complete, current work items, and the outstanding and red flag (critical) items.
  - Work with billing coordinators and project team to prepare invoices.
  - Track the Earned value of each task (the percent completion for each task times the total budget for each task)

- **Communication and Coordination with Others**
  - Coordinate with the Owner, subconsultants, project team, agencies and/or other consultants that are involved with this project or adjacent projects. This involves one-on-one meetings, conference calls, etc.
  - Kick-Off Meeting – Once notice to proceed has been received, the PM will schedule and attend a kickoff meeting with the full project team. The PM will draft an agenda, send out invites, and record meeting notes with action items to be followed up on.
  - PM will schedule and attend progress meetings (at a minimum) with the project team and will distribute an agenda 48 hours in advance of each meeting. The PM will draft an agenda, send out invites, and record meeting notes with action items to be followed up on.
  - It is anticipated that a maximum of eight (8) meetings (of all the types listed above) will be held for this project. Meetings will be documented and logged. If additional meetings are required, Olsson will provide these services on an hourly basis, or enter a contract amendment to provide those services.

- **Quality Management**
  - Quality assurance and quality control (QA/QC) reviews are essential to ensure the best quality and value for the project and are an integral part of the Olsson project team. This process will be undertaken by senior staff members of the firm selected for their experience and expertise. The goal of the QA/QC process is to identify and address technical issues; and confirm City standards are incorporated; drawings and documents are clear, complete, and concise.

  - Formal QA/QC reviews will be conducted at key intervals of design and prior to issuance of final report. Completion of the QA/QC plan involves a final review by City and regulatory agency comments and a final review by Olsson.

PHASE 110 – SYSTEM FLOW MONITORING AND FIELD DATA COLLECTION

Through Subconsultant agreement with TREKK, Olsson shall provide system-wide flow and rainfall monitoring of the collection system in coordination with, and to facilitate, services of Phase 120 – Engineering Analysis and Report of Findings.

Task 010: Meter Site Assessment & Installation

Provide and install twenty-seven (27) electronic real-time cellular enabled, dual depth/velocity flow meters (FlowSIREN) with digital camera system and eight (8) tipping-bucket rainfall recorders capable of 0.01-inch measurements and sampling rate no larger than 15 minutes generally following the map presented in Figure 1. Installation sites shall be based on flow and rainfall monitoring plan developed in Phase 120 and as described below.

- **Suitability for Accurate Metering**
  Perform field assessment of each flow and rainfall monitoring site identified in Phase 120. Conduct further investigation and provide recommendations, as necessary for alternate site(s) or measures to minimize error-inducing factors including, deposition, evidence of significant surcharge, changes in pipe alignment and size, flow disruption or turbulence caused by side inlets or uneven channels.

- **Safety**
  Conform to TREKK's safety policy and requirements for safe working conditions. Conduct further investigation and provide recommendations, as necessary for alternate site(s), if site(s) identified in Phase 120 fall outside of these requirements.

Task 020: Flow and Rainfall Monitoring (365-day Base Monitoring Period)

The Base Monitoring Period is 365 calendar days, anticipated to begin September 2020. Provide fourteen (14),maintenance visits to each site including upload and interrogation of all flow/rain data, meter calibration (as needed), velocity profiling, replace batteries as needed, repair/troubleshoot equipment and other diagnostic checks. Review each collected data set and coordinate meter maintenance or line maintenance provided by the Client as required to minimize down time and data gaps. Malfunction of metering equipment can occur because of debris in the sewers, damage from storm events, and water level conditions. Promptly report conditions requiring efforts of the Client or others following maintenance site visits. All assessment, installation and maintenance visit information shall be logged into cloud-based data reporting tool and available with real-time data. Consultant will secure equipment, including probes and meters, in structures in a manner that will minimize flow restrictions and prevent damage to TREKK equipment during wet weather events. TREKK is not responsible for damage to Client sewers or damage caused to equipment if caused by acts of Client and Severe Weather events. If debris, low flow conditions, water clarity or other site conditions are

causing drops in data collection TREKK will communicate an alternate monitoring equipment solution and will provide a cost estimate to make modifications.

The Base Monitoring Period may be reduced if sufficient rain events are experienced and the necessary flow/rain data is collected to complete the work described in the other phases of this Scope.

Following the last maintenance visit prior to the end of the Base Monitoring Period, Olsson will provide assessment of data adequacy for Phase 120 analysis and/or recommendation for additional flow monitoring. Causes of inadequate data include, equipment down-time/data gaps and insufficient rainfall events or intensity during the monitoring period. Upon written authorization from the Client, additional flow monitoring will be provided.

Remove all flow monitors at the conclusion of the monitoring period.

Task 030: Meter Data Processing and Delivery

The TREKK Waterspout platform* will be configured and made available to allow Client to remotely login and view data at all flow and rainfall monitoring locations. Usernames and passwords will be established as requested, for up to ten (10) users. All engineering, software development and office technician labor needed to provide accurate and timely data on the platform is included in the unit price provided.

The following will be made available to Client through the platform:

- Processed data following each maintenance visit
- Tabular and Graphical Summaries of depth, velocity, flow, rainfall, digital camera pictures
- Scatterplots
- Assessment, Installation and Maintenance visit information
- Map of installed sites with status of function
- Ability to export data
- Recommendations for data adjustments due to impacts of silt and debris

TREKK equipment will include remote telemetry units which use cellular technology, however if data connections are lost, meters will be downloaded during next maintenance visit and data uploaded to the platform. At the halfway point of project (6 months) and after meter removal TREKK will provide a summary of data including hydrographs, level and velocity graphs and scatterplots for each site for Olsson to complete Phase 120/Task 050.

*The price of a Waterspout license is incidental to the fee estimate provided for the scope of work included in this project at up to thirty-six (36) sites and includes access to data for up to 545 days from date of meter or rain gauge installation, 365 days of flow monitoring, plus 6 months. If Client wants additional platform access beyond 545 days, a unit price shall be at unit prices negotiated under a separate agreement. Any customization of the platform shall be billed at current fee schedule rates when a scope of work is identified in writing.

Task 040: Field Data Collection for Identified Basins

TREKK shall perform field evaluations of existing manholes in the identified basins that are critical to the hydraulic model to be developed and collect survey grade manhole rim elevations, inverts, condition, construction information and 360-degree photo of bottom of manhole (for routing information).

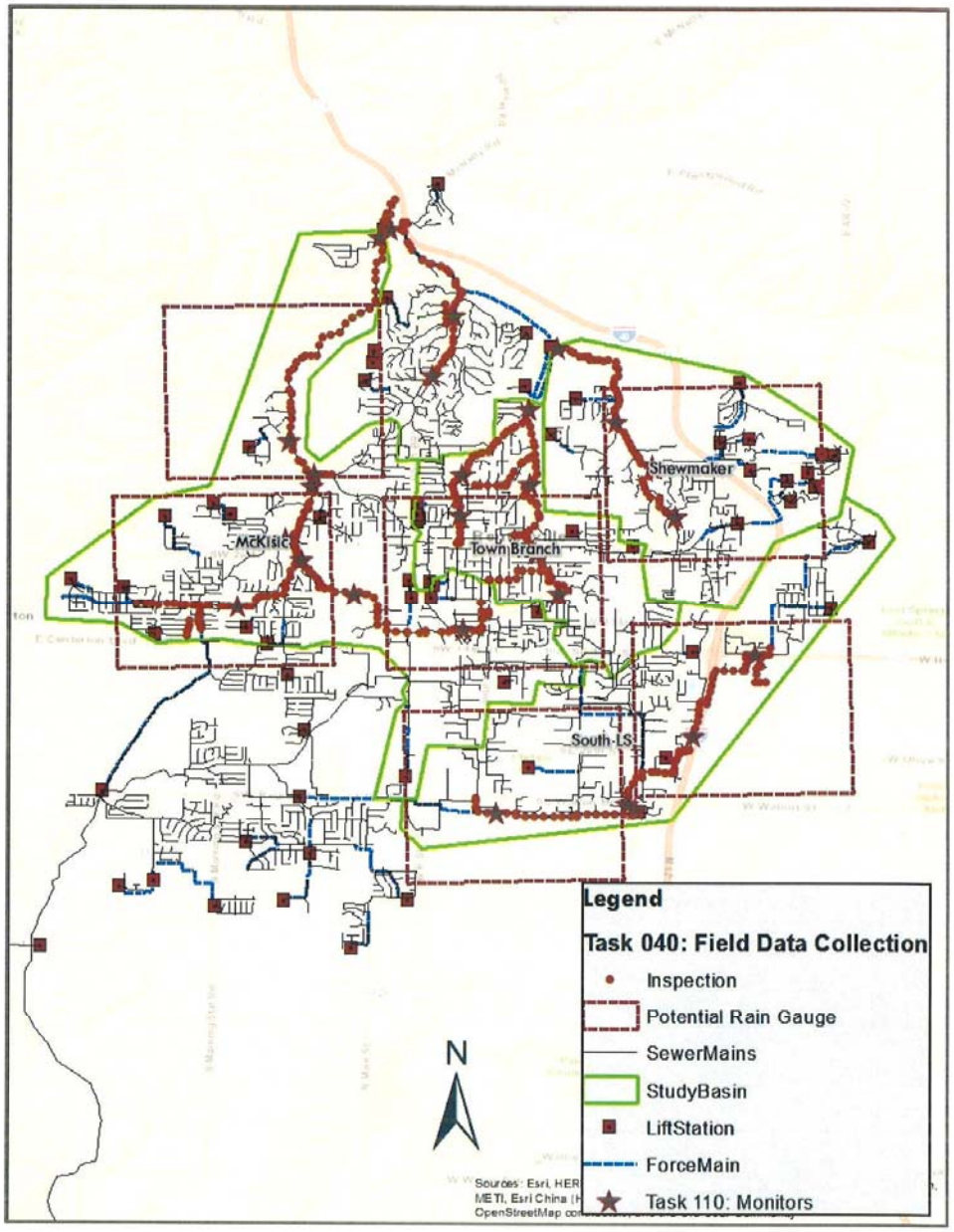
Client shall provide TREKK with structure access assistance, as required. TREKK shall collect data from ground level and will not climb down into each manhole.

TREKK shall input field data into a GIS database of entire study area, including pipe and manhole elevations for the hydraulic model critical sewers. Assumptions for connections to the rest of GIS map not critical to hydraulic model shall be made to best of ability with information available. Up to 535 manhole inspections and GPS survey rim shots shall be completed generally following Figure 1. It is assumed TREKK can complete ten (10) manhole inspections per day.

Phase 110 Deliverables:

- Real time monitor data delivered through Waterspout
- Site sheets of each monitor location
- Summary of data including hydrographs, level and velocity graphs and scatterplots at 6 months and 1 year into monitoring period
- GIS database of manholes inspected with GPS survey data
- 360-degree photo of each manhole inspected

FIGURE 1 – FIELD DATA COLLECTION FOR INDETIFIED BASINS



PHASE 120 – ENGINEERING ANALYSIS AND REPORT OF FINDINGS

Task 010: Develop Flow and Rainfall Monitoring Plan

In coordination with subconsultant and Client's representative(s), develop Flow and Rainfall Monitoring Plan to specify the number and location of flow metering sites and rainfall gauging sites to be provided under Phase 110 above in the main basins identified below:

- Town Branch
- Shewmaker
- McKisic
- South Lift Station

Obtain and analyze collection system GIS/mapping information for the aforementioned main basins from Client to divide them into sub-basins, if necessary, for analysis and comparison of monitoring data. Conduct review meeting with Client and subconsultant to discuss and refine monitoring plan, including access to sites to be facilitated by Client.

Finalize monitoring plan based on Task 010 site assessment detailed in Phase 110.

Task 020: Rainfall-Derived Infiltration and Inflow (RDII) Analysis

Analyze flow and rainfall data to quantify rainfall-derived infiltration and inflow (RDII) and provide existing system characterization data for use in capacity analysis and modeling. Olsson's analysis will utilize the US EPA sanitary sewer overflow analysis and planning toolbox program titled, "SSOAP Toolbox," version 1.0.3. RDII will be determined utilizing the 'RTK method' as described in the publication, "Review of Sewer Design Criteria and RDII Prediction Methods," dated January 2008, EPA publication 600/R-08/010.

Task 030: Baseline Capacity Analysis and Hydraulic Modeling

Create a model of the Client's existing collection system within the basins identified in Phase 120, Task 010 utilizing InfoSewer software, a product of Innovyze, Inc. This software operates within ESRI ArcView software and will be constructed based on an import of GIS data provided by Client. Primary focus will be on modeling main sewer trunk lines in the identified basins; however, additional collection system infrastructure may be modeled based on results from the Phase 110 work, engineering judgement or the data collected in Phase 110, Task 040.

Model preparation, input data and calibration for dry weather and wet weather conditions will utilize the SSOAP Toolbox and follow procedures described in the publication, "Computer Tools for Sanitary Sewer System Capacity Analysis and Planning," dated October 2007, EPA publication 600/R-07/111. Synthetic unit hydrographs (SUH's) will be developed and wet weather modeling completed for 2-, 5-, 10- and 25-year return interval rain events.

Task 040: Lift Station Capacity

Olsson shall evaluate three (3) major lift stations in the basins identified below. Olsson shall meet with City staff and conduct a site visit to each location and determine current lift station pumping capacity, identify operational issues or concerns, improvement options (including storage), capacity changes, and provide recommendations for adequate operation of the stations. Olsson shall provide associated costs for all recommended improvements.

- McKissic
- North
- South

Upon completion of lift station analysis, Olsson shall conduct a workshop with City staff to discuss findings.

Task 050: Report of Findings

Prepare tabulation of sub-basin RDII results and related figures summarizing the results of Phase 120, Tasks 020 and 030. Include summary of analysis and prioritization rehabilitation efforts by sub-basin and recommendations for further program development activities or analysis. Develop and submit a draft report of findings for Client review and conduct on-site workshop to discuss findings and Client review comments. Incorporate Client comments and workshop discussion and submit a draft final report of findings. An additional workshop will be conducted with Client to refine and finalize program development activities and subsequent analysis under Part II, Part III, and/or Additional Services. Olsson will incorporate Client comments and workshop discussion and provide a final report of findings.

Task 060: Presentation of Analysis

Olsson shall perform presentations to both the City of Bentonville Utility Board and City Council. Presentation will discuss the findings of the analyses performed in Part I and recommendations for next steps.

Phase 120 Deliverables:

- Operational hydraulic sewer model created in InfoSewer generally consisting of existing 12-inch pipes and larger for the basins identified in Phase 120, Task 010.
- Technical report detailing the analysis of the collection system, including:
  - Summarization of modeling results
  - Lift station capacity analysis results
  - Prioritization of rehabilitation efforts
  - Recommendations
  - Opinions of probable cost
  - Summary of "next steps" (see Part II and III overview)

PART 1 – PHASE SCHEDULE

The following list includes Part 1 date ranges for the various project phases. The date ranges assume project startup in September 2020 with the one-year flow monitoring period and ending in March 2022.

- Phase 100 – Project & Quality Management – September 2020 to March 2022
- Phase 110 – System Flow Monitoring & Field Data Collection – September 2020 to March 2022
- Phase 120 -Engineering Analysis and Report of Findings – January 2021 to March 2022

PART II (informational only):

PHASE 200 – PEAK FLOW IMPROVEMENT ALTERNATIVE ANALYSIS

Once the baseline capacity for the current sewer system has been established based on results from Part I, City of Bentonville staff and Olsson shall determine a systematic approach in each sewer basin for reducing excessive Inflow & Infiltration (I/I) as identified in Part I. This approach may include, but is not limited to, the following:

Task 010: Evaluation/Analysis of Peak Flow Improvement Alternatives

For each sewer basin, using the protection level selected in Phase 120/Task 050, Olsson shall analyze equalization storage and collection system capacity (relief sewer) improvements to eliminate sanitary sewer overflows at manholes and pump stations (if any). Olsson shall provide conceptual estimates of improvement costs for each event.

Task 020: Develop Public I/I Reduction Program

Analyze RDII data and allocate I/I flows to observed defects and asset classes to determine the most efficient, systematic approach to reducing I/I in the identified basins. Identify amount of I/I unaccounted for by observed defects with recommendations for potential additional investigations. Basic investigation work will include manhole inspections, smoke and dye testing as well as closed-circuit television inspection (CCTV) of sewer mains.

Task 030: Develop Private I/I Reduction Flow Program

Identify and coordinate disconnection of cost-effective private property I/I sources within each sewer basin identified in Part I, Phase 120. Assist City of Bentonville with creation of necessary policy and procedural steps to initiate a program to mitigate the private I/I sources.

Task 040: Peak Flow Alternatives for Non-Identified Basins

Implement programs as described in Tasks 010, 020 and 030 of Phase 200 for sewer basins not identified in this scope and as directed by the City of Bentonville, AR.

Detailed scope and fees shall be submitted for each task prior to work commencing and upon authorization from the City of Bentonville, AR.

PART III (informational only):

PHASE 300 – MODELING & EVALUATION OF FUTURE COLLECTION SYSTEM SCENARIOS

Upon authorization from the City of Bentonville, AR, Olsson shall model future scenarios for the basins identified in Part I, Phase 120. The basins will be observed under 5-year and ultimate buildout projected demands and conditions. Non-identified basins within the Bentonville sewer collection system may also be modeled and analyzed as instructed by the Bentonville Water Utilities staff. This approach may include, but is not limited to, the following:

Task 010: Future Sewer System Modeling for Identified Basins

For the identified sewer basins, Olsson shall develop and input into the hydraulic model projected demands for the 5-year (immediate) and ultimate buildout scenarios as well as demands to analyze various peak flow events. Olsson shall analyze each basin under the aforementioned scenarios to determine infrastructure improvements necessary to convey the projected flows and enhance system performance. Based on the analysis, Olsson shall provide recommendations and develop a Capital Improvement Plan (CIP) to present to the City of Bentonville for each of the scenarios.

Task 020: Future Sewer System Modeling for Non-Identified Basins

As directed by the City of Bentonville, Olsson shall create a plan for monitoring flows and collecting data as described in Part I for other sewer basins not identified in Phase 120 of this Scope. Upon evaluation of collected data and input of data into the hydraulic sewer model developed in Phase 120/Task 030, Olsson shall develop 5-year (immediate) and ultimate buildout projected demands for the non-identified sewer basins. As with Phase 200/Task 010, these basins shall be analyzed under each scenario including various peak flow events that may occur within each basin. Based on the analysis, Olsson shall determine infrastructure improvements necessary to convey the projected flows and develop a Capital Improvement Plan (CIP) to present to the City of Bentonville for each of the scenarios.

Detailed scope and fees shall be submitted for each task prior to work commencing and upon authorization from the City of Bentonville, AR.

ADDITIONAL SERVICES:

The following are examples of tasks/services that Client may authorize as an Additional Service or as an amendment to contract.

PHASE 400: Cost-effective Level of Protection Analysis
PHASE 500: Improvement Design
PHASE 600: Long-term Flow Monitoring
PHASE 700: Misc. Additional Services: Additional meetings, workshops, flow/rain monitoring services, bid phase services, construction administration, etc.

olsson

Date: 25-Jun-20
Job: Sewer Collection Analysis and Peak Flow Management Program

Phase/ Task	Description of Work	TOTALS Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee
	PART 1				
100	**Project Management**				**$ 55,679.80**
	Task 010: Project Management & Quality Control				
	Project Admin/ Schedule Updates/Invoices	16.50	$ 21,960.00	$ -	$ 21,960.00
	Kickoff Meeting w/Client	5.25	$ 8,320.00	$ 674.36	$ 8,994.36
	Technical Support	2.00	$ 4,160.00	$ -	$ 4,160.00
	Progress Meetings w/Client (Quarterly)	10.50	$ 18,060.00	$ 2,505.44	$ 20,565.44
110	**Sub-Consultant Collection System Flow Monitoring (TREKK)**				
	Fee Estimate by TREKK (Unit Price + Hourly)	-	$ -	$ -	**$ 860,406.75**
120	**ENGINEERING ANALYSIS AND REPORT OF FINDINGS**				**$ 248,859.44**
	Task 010: Develop Flow and Rainfall Monitoring Plan				
	Prepare plan	5.50	$ 6,190.00	$ -	$ 6,190.00
	Flow Monitoring Coordination Meeting	4.00	$ 6,000.00	$ 662.36	$ 6,662.36
	Task 020: Rainfall-Derived Infiltration and Inflow RDII				
	Download and check Data Quality (Quarterly)	12.75	$ 13,910.00	$ -	$ 13,910.00
	Analyze 28 flow meters/8 rain gauges (Quarterly)	30.75	$ 31,670.00	$ -	$ 31,670.00
	Task 030: Baseline Capacity Analysis and Hydraulic Modeling				
	Build Infosewer model physical components	18.25	$ 18,390.00	$ -	$ 18,390.00
	Geocode water records (Baseflow)	12.25	$ 12,630.00	$ -	$ 12,630.00
	Calibrate Dry Weather flows	13.25	$ 13,590.00	$ -	$ 13,590.00
	Enter and assign unit hydrgraphs	2.75	$ 2,910.00	$ -	$ 2,910.00
	Calibrate wet weather flow	18.25	$ 18,390.00	$ -	$ 18,390.00
	Design Rainfall Event Sensitivity Analysis	11.00	$ 11,710.00	$ -	$ 11,710.00
	Task 040: Lift Station Capacity				
	Site Visits (McKisic, North, South)	4.00	$ 4,320.00	$ -	$ 4,320.00
	Review Lift Station Records	5.25	$ 5,670.00	$ -	$ 5,670.00
	Develop System Curves	4.25	$ 4,470.00	$ -	$ 4,470.00
	Capacity Analysis	2.75	$ 3,030.00	$ -	$ 3,030.00
	Model Lift Station Calibration	3.00	$ 3,430.00	$ -	$ 3,430.00
	Task 050: Report of Findings				
	Prepare Figures - Subbasin RDII Results	11.00	$ 11,280.00	$ -	$ 11,280.00
	Prepare Figures - Model Results	11.00	$ 11,280.00	$ -	$ 11,280.00
	Evaluation and Recommendations Development	4.50	$ 4,980.00	$ -	$ 4,980.00
	Draft Reports (2 total)	27.75	$ 28,390.00	$ 90.00	$ 28,480.00
	Workshops (3 total)	13.50	$ 20,520.00	$ 1,987.08	$ 22,507.08
	QA/QC	5.50	$ 6,070.00	$ -	$ 6,070.00
	Final Report (4 total)	7.00	$ 7,110.00	$ 180.00	$ 7,290.00
GRAND TOTAL		262.50	$ 298,440.00	$ 6,099.24	**$ 1,164,900.00**

olsson

LABOR RATE BILLING SCHEDULE 2020

LABOR RATES

Description	Range
Principal/Senior Professional.....	140 - 250
Project Manager.....	110 - 180
Project Professional.....	90 - 145
Assistant Professional.....	60 - 120
Designer.....	70 - 125
CAD Operator.....	40 - 100
Survey.....	50 - 140
Survey Crew.....	120 - 160
Construction Services.....	50 - 170
Administrative/Clerical.....	40 - 100

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON, INC. FOR ANALYSIS OF FOUR PRIMARY BASINS OF THE CITY'S SANITARY SEWER COLLECTION SYSTEM

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a Professional Services Agreement with Olsson, Inc. for analysis of four primary basins of the City's sanitary sewer collection system in an amount not to exceed $1,164,900.00 as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

_____
HON., STEPHANIE ORMAN,
MAYOR

ATTEST:

_____
CITY CLERK

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Mike Bender

Department: Public Works Director

Phone: 271-6873

ACTION REQUIRED:

Budget Adjustment requested by Staff for City Council approval to recognize a grant from the Walton Family Foundation in an amount up to $600,000.00 to cover 50% of the cost of the sanitary sewer collection system analysis project.

COST TO CITY:

Cost of this Request:	$1,164,900
Additional Budget Amount	$600,000

☐ One time amount ☐ Continuing O and M

Previously Budgeted	$	600,000
Funds Expended to Date		-
Remaining Budget		600,000
Budget Adjustment		600,000
Remaining After Adjustment	$	1,200,000

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

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PLEASE RECYCLE

BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Sewer

Date of Request: July 28, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
503040-47341	Sewer Line Improvements		$ 600,000.00	$ (600,000.00)
503040-33810	Local Grant	$ 600,000.00		$ 600,000.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals	$ 600,000.00	$ 600,000.00	$ -

Justification:

Staff requests Council approval of a budget adjustment to recognize a grant from the Walton Family Foundation in amount of $600,000.00 to share costs on a 1:1 basis of the sanitary sewer collection system analysis.

FOR ACCTING 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

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: July 22, 2020

Re: Budget Adjustment for WFF Grant for Sanitary Sewer System Analysis

---

Staff requests Council approval of a budget adjustment to recognize a grant from the Walton Family Foundation in an amount up to $600,000.00 to cover 50% of the cost of the sanitary sewer collection system analysis project.

This project is an analysis for four (4) primary sanitary sewer basins identified as McKissic, Town Branch, Shewmaker, and South Lift Station. The intent of the study is to determine existing flows within the 4 basins including inflow and infiltration (I&I) within the basin systems utilizing flow monitoring and rainfall monitoring on sewer trunk lines with diameters of 12 inches and larger and to determine a baseline capacity and prepare a hydraulic model of the basins. Monitoring and data collection is estimated to be in place for a period of 12 continuous months. Time may be altered during the project depending on weather conditions and determination of adequate seasonal data. Project shall include a flow and rainfall monitoring plan, rainfall derived I&I analysis, baseline capacity and hydraulic model, capacity analysis of three (3) lift stations (McKissic LS, North LS, South LS), and final report of findings. Findings of this initial analysis will be used to determine next steps including but not limited to additional analyses, system improvements, establishment of new protective programs, and guidance for development.

Thank you for your consideration of this request.

Mike Bender

WALTON FAMILY
FOUNDATION

July 10, 2020

Mayor Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant 00103502

Dear Mayor Orman,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of up to $600,000.00 to the City of Bentonville("Grantee"). The project term will be August 1, 2020 to August 31, 2022. This grant is at the recommendation of Steuart Walton and Tom Walton and is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support a wastewater collection system analysis for four primary sanitary sewer basins identified as the McKissic, Town Branch, Shewmaker, and South Lift stations. This grant is more fully described in the Grantee's proposal dated June 30, 2020. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: Up to $600,000.00 USD**

   Grant payments will be made as follows:

Installment	Amount	Date
#1	$300,000.00	Upon completion of a signed grant agreement
#2	Up to #300,000.00	Upon review of Interim Report on or about February 15, 2021

3. **Payable:** Initial installment of $300,000.00 shall be initiated upon receipt of this completed agreement from the Grantee acknowledging the terms and conditions set forth herein. Grantee should receive grant funds electronically within 14 days of completion of these items.

   Further installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in paragraph 5 below and other information the Foundation may gather.

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

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

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

	Type	Scheduled Date
1	**Progress Report**	February 15, 2021
2	**Final Report**	August 1, 2022

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in paragraph 11 or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00103502 on all communication.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Contact:** For all communications regarding this grant, your point of contact at the Foundation will be Liz Alsina, Senior Program Officer. Liz can be contacted via phone (917) 885-7045 or email lalsina@wppg.org. Please reference Grant 00103502 in your communication.

By electronically signing this item the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this letter is not completed by July 31, 2020, the Foundation will consider the Grantee to have declined the grant.

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

Sincerely,

Caryl M. Stern
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Mayor Stephanie Orman
City of Bentonville

cc: Mike Bender
Preston Newbill

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Preston Newbill

Department: Water

Phone: 271-3140

ACTION REQUIRED:

Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter into amendment #2 for the professional services agreement with CEI Engineering Associates, Inc. for services associated with the design and construction of the utility relocations associated with ARDOT project BB0903 - I49 improvements at Hwy 71 B interchange for an additional amount of $15,300.00 for a total contract amount not to exceed $44,900.00.

COST TO CITY:

Cost of this Request:	$15,300
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

Memo

To: City Council, Mayor Orman

From: Preston Newbill/Mike Bender

CC:

Date: July 22, 2020

Re: CEI Agreement Amendment - Utility Relocation for ARDOT BB0903 - I49 Improvements at Hwy71B Interchange

---

Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to enter into amendment #2 for the professional services agreement with CEI Engineering Associates, Inc. for services associated with the design and construction of the utility relocations associated with ARDOT project BB0903 - I49 improvements at Hwy 71B interchange for an additional amount of $15,300 for a total contract amount not to exceed $44,900.00.

CEI was hired in 2017 to design the utility relocations associated to the I49 improvements at Hwy 71B interchange. After completing design, design adjustments and bidding including input on construction time from contractors, it is evident that additional time/effort will be needed for CEI to complete the project. This amendment will bring the total engineering contract to $44,900.00 which is 10.5% of the construction bid.

Thank you for your consideration of this request.

Preston Newbill

1

CEI
Solutions for Land and Life

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: City of Bentonville / Preston Newbill ON: 06/03/2020

DATE: June 4, 2020
CLIENT: City of Bentonville
PROJECT NAME: Walton-Walnut I-49 Exchange
CLIENT CONTACT: Preston Newbill
PROJECT NO.: 30131
PROJECT MANAGER: Anna Keogh
DATE OF CURRENT CONTRACT: 04/17/17

Description of Services: Construction Observation, Miscellaneous Engineering Services
This amendment is for extension of observations contract to match construction contract duration.
Compensation: $15,300.00

See attached Exhibit A for scope of services and compensation proposed.

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.

[redacted]

(Signature)

6/4/2020

(Date)

File

Distribution:

Agreed to on this date: _____

(Company Name)

(Company Authorized Representative & Title)

(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**
12012 Wickchester Lane
Suite 240
Houston, TX 77477
281.494.0360
281.494.0309 FAX

☐ **ARKANSAS**
3108 SW Regency Parkway
Bentonville, AR 72712
479.273.9472
479.273.0844 FAX

☐ **PENNSYLVANIA**
550 Township Line Road
Suite 450
Blue Bell, PA 19442
570.963.031
570.963.5711 FAX

EXHIBIT A

I. SCOPE OF SERVICES

A. **Construction Observation**: CEI will perform construction observation services during construction of the project including: construction observation, photographical documentation, written daily documentation, plus providing reports and progress updates to the Owner. Fees listed below are for a construction observer and for an office engineer to process observation reporting and to provide general coordination with the field and the City.

Fees **$8,400.00**
Hourly, Not to Exceed

B. **Miscellaneous Engineering Services:** CEI will perform review and approval of pay applications, response to RFI's, preparation and submission of change orders, and coordinate with ARDOT and Utility Owner representatives.

Fees **$6,900.00**
Hourly Not to Exceed

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CEI ENGINEERING ASSOCIATES.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into Amendment #2 to the Professional Services Agreement with CEI Engineering Associates associated with certain utility relocations related to ARDOT Project BB0903-149, 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 _____, 2020.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: Jon Simpson

Department: Police

Phone: 271-3172

ACTION REQUIRED:

This is a request asking for City Council approval of (1) a Change Order, and (2) a Budget Adjustment to reconcile and complete the Bentonville Police Department Criminal Investigations Center/Emergency Communication Center project. Refer to attachments.

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

BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Police

Date of Request: July 21, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
102010-47210	Plants and Building		$ 46,738.67	$ (46,738.67)
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Totals	$ -	$ 46,738.67	$ (46,738.67)

Justification:

Budget Adjustment for final reconciliation of the Bentonville Police Communications Center.

FOR ACCTING 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: Mayor and City Council

From: Jon Simpson, Chief of Police

Date: Tuesday, July 21st, 2020

Re: Reconciliation Change Order Bentonville Police Communications Center

---

The Bentonville Police Department Communication Center is complete and in order to finalize the final payment for the Contractor, Nabholz, and the Architect of Record, WER, staff is seeking approval of change orders for this project. Below is a brief breakdown of the construction costs:

ITEM	AMOUNT
Pre-Construction Fee	$ 16,000.00
Change Order 1 - Establishing the cost of construction - Approved by City Council	$ 8,191,226.00
Change Order 27 - Adding days for weather delays - Approved by City Council	$ 17,758.00
Current Contract Amount	**$ 8,224,984.00**
*Change Orders 2-26 & 28-31 - Seeking Approval	$ 125,381.02
Proposed New Contract Amount	**$ 8,350,365.02**

*Attached to this memo are the change orders referenced in the table above.

Pay Application 15 for Nabholz is attached which is reconciling the cost of the task amounts and including all the change orders for the project. This is the final payment application for the contractor and will also help establish the final contract amount for WER for their services. WER's contract includes fixed costs along with a fixed percentage for construction of 8.5%. This means that any increase or decrease in the construction contract amount will affect the total amount due to the architect.

In addition to seeking approval for the aforementioned change orders, staff is also requesting a budget adjustment in the amount of $46,738.67 to close out the project. Below is a breakdown of the Program Budget.

ITEM	AMOUNT
Original Program Budget	**$ 9,556,480.00**
Total Design Cost	$ 768,700.52
Total Construction Cost	$ 8,350,365.02
Total Other Cost by Bentonville Purchasing	$ 464,154.13
§7.2.2 Audit according to Contract	$ 19,999.00
Total Program Cost	**$ 9,603,218.67**
Difference - Seeking Budget Adjustment	$ (46,738.67)

Please contact me with any questions.

Prime Contract Change Order

NABHOLZ

City of Bentonville Emergency Communications C Project # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 10/5/2018

To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 002

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

COR's 1,2&3

PCO	Description		Amount
002	ASI #1	($	7,757.21)
004	Sanitary Sewer Cleanout	$	937.21
003	Relocating Underground Electrical Conduit	$	6,162.18

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,191,226.00
The Contract Value prior to this Prime Contract Change Order was	$	8,207,226.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	($	657.82)
The new Contract Value including this Prime Contract Change Order will be	$	8,206,568.18
The Contract duration will be changed by		5 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Jon Simpson
SIGNATURE [redacted]		
DATE	DATE	DATE

NABHOLZ

Prime Contract Change Order

NCC Confidential

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 10/5/2018
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 003

PROJECT CONFIDENTIAL
Property of Nabholz Construction Corporation Not for Duplication or Distribution
This document includes data prepared in conjunction with the Project that is deemed trade secret or proprietary to Nabholz. This document is shared with the Project team solely for use on this Project consistent with the responsibilities of the Project team. The Recipients shall not duplicate, use, or disclose, in whole or in part, to any person, entity, or party outside the Project team without Nabholz' prior written authorization.

The Contract is hereby revised by the following items:

Additional U/C and Fill

PCO	Description		Amount
006	Additional U/C and Fill	$	6,148.22

The original Contract Value was	$	18,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,190,568.18
The Contract Value prior to this Prime Contract Change Order was	$	8,208,568.18
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	6,148.22
The new Contract Value including this Prime Contract Change Order will be	$	8,212,716.40
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/14/2019

Wilsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Jon Simpson
SIGNATURE [redacted]		
DATE [redacted]		

Prime Contract Change Order

NABHOLZ

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 10/11/2018
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 004

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

ASI #4 & Additional Horn Strobe/Fiber Modules

PCO	Description		Amount
007	ASI #4	$	2,538.94
005	UGT Materials & Fiber Modules	$	4,737.57

ASI #4
Included Concrete credit fo reduction in stem wall
Includes extra Break Room window
Includes misc painting
Per owner's request and RFI #14 (rerouting UGT) contractor will be adding a 24"x36"x18" quazite box and (3) 4" elbows.
Addition of horn strobe & fiber modules per owner & Bentonville Plan Review.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,196,716.40
The Contract Value prior to this Prime Contract Change Order was	$	8,212,716.40
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	7,276.51
The new Contract Value including this Prime Contract Change Order will be	$	8,219,992.91
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/14/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72756), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712
Address	Address	Address

By John La[redacted]
SIGNATUR[redacted]
DATE [redacted]

Prolog Manager Printed on: 10/9/2018 Nabholz Page 1

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 12/13/2018
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 005

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

ASI #5

PCO	Description		Amount
008	ASI #5	($	3,408.52)

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,203,992.91
The Contract Value prior to this Prime Contract Change Order was	$	8,219,992.91
The Contract Value will be changed by this Prime Contract Change Order in the amount of	($	3,408.52)
The new Contract Value including this Prime Contract Change Order will be	$	8,216,584.39
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Jon Simpson
SIGNATURE [redacted]		
DATE	DATE	DATE

Prime Contract Change Order

City of Bentonville Emergency Communications C **Project # 02-17-2468** **Nabholz Construction Corporation**
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Date: 3/26/2019

To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 006

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

PR #2 (Reduction In Locker Depth & Millwork Alterations)

PCO	Description		Amount
013	PR #02	($	2,850.28)

PR#02 Altered the size of the lockers in Rm #132 from double tier to single tier. Rm #210 & Rm209 went from 24" deep to 18" with extra coat rods. This change in SOW resulted ina credit of#3255.

Millwork SOW changed as follows: Increase counter depth and base depth in Rm #128 (Sheet A1.01) $395.00. add drawer unit to N8 and reduce widthof side units (A5.0) $205.00.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,200,584.09
The Contract Value prior to this Prime Contract Change Order was	$	8,216,584.09
The Contract Value will be changed by this Prime Contract Change Order in the amount of	($	2,850.28)
The new Contract Value including this Prime Contract Change Order will be	$	8,213,733.81
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Jon Simpson
SIGNATURE		
DATE		

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 4/9/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 007

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Installation of Atlas Energy Shield Pro Sheathing

PCO	Description		Amount
011	Adding Insulation Behind Masonry To Scope Of Work	$	30,827.00
010	C&N Insulation Credit	($	15,465.90)
014	C&N Additional Sheathing Credit	($	5,300.00)
017	GC Contingency Withdraw	($	5,031.00)

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,197,733.81
The Contract Value prior to this Prime Contract Change Order was	$	8,213,733.81
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	5,030.10
The new Contract Value including this Prime Contract Change Order will be	$	8,218,763.91
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Jon Simpson
SIGNATURE [redacted]		
DATE		

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 4/24/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 008

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Washer\Dryer Sanitary Sewer and Vent Lines

PCO	Description		Amount
122	Stackable Washer\Dryer - Plumbing	$	4,999.86

The routing for the plumbing and venting lines for the stackable washer\dryer appliances were not detailed on the original bid documents. RFI #085 provided the following guidance:

Contractor shall plumb each washer with WB-1 with 2" sanitary sewer and vent, and ½" cold and hot water. Venting and sanitary sewer shall tie into nearest 2" sanitary and vent lines. New ½" cold and hot water with shut-off valves shall be routed from below and connected to the main lines above ceiling at Exercise 106.
Refer to P0.01, P1.01, P1.02, and P2.02.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,202,763.91
The Contract Value prior to this Prime Contract Change Order was	$	8,218,763.91
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	4,999.86
The new Contract Value including this Prime Contract Change Order will be	$	8,223,763.77
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72756), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712
Address	Address	Address
By John Lar[redacted]		
SIGNATURE		
DATE		

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 4/24/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 009

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

EF-6 Dormer Louvers

PCO	Description		Amount
123	EF-6 Louvers	$	10,982.11

An RFI #053 stated the following: The dormer louvers called out on detail 1\4.02 are not properly identified on the Louver Schedule on sheet M0.02. Please provide criteria for these louvers.

The response to the RFI was to provide 6 louvers equal to Pottorff EFD-445 with the dimensions 48" wide and 16" tall. Space louvers to avoid joist locations. Revise duct work to split and connect to each louver plenum box as shown in red below. Each duct run shall be 14" / 16" and connect to the insulated sheet metal plenum constructed an attached to the back of each 4' louver. Refer to mechanical detail on Sheet M4.02 for plenum box construction. Seal louver connection to the wall as required per architectural specifications to maintain water tight envelope. Louver finish to be Sherwood green to match roof. Coordinate louver finish with architect.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,207,763.77
The Contract Value prior to this Prime Contract Change Order was	$	8,223,763.77
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	10,982.11
The new Contract Value including this Prime Contract Change Order will be	$	8,234,745.88
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72756), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Joe Simpson

SIGNATURE [redacted]

DATE

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 5/6/2019

To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 010

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Retaining Wall & Railing Per RFI #044

PCO	Description		Amount
128	Retaining Wall	$	28,663.78

Retaining wall & railing to be installed South side of Dispatch per RFI #044.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,218,745.88
The Contract Value prior to this Prime Contract Change Order was	$	8,234,745.88
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	28,663.78
The new Contract Value including this Prime Contract Change Order will be	$	8,263,409.66
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72756), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712
Address	Address	Address
By John Lan[redacted]		
SIGNATURE		
DATE 5-21-19	DATE 5/21/19	DATE 08-21-

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Dalek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 5/14/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 0217246B
Change Order Number: 011

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

PR-6

PCO	Description		Amount
125	PR-6	$	10,464.23

PR-6 contained changes to louver-3, fire & smoke dampers, hose bibbs and sink.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,247,409.66
The Contract Value prior to this Prime Contract Change Order was	$	8,263,409.66
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	10,464.23
The new Contract Value including this Prime Contract Change Order will be	$	8,273,873.89
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Jon Simpson
SIGNATURE		
DATE		

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 6/7/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 012

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Ceiling Fan & Additional Canopy

PCO	Description		Amount
126	Additional Canopy	$	1,085.00
129	Supply and Install 8' ceiling fan	$	6,429.49

This PCCO includeds the cost for the Multi-Purpose Ceiling Fan andAdditional Canopy Owner Contribution.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,257,873.89
The Contract Value prior to this Prime Contract Change Order was	$	8,273,873.89
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	7,514.49
The new Contract Value including this Prime Contract Change Order will be	$	8,281,388.38
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Wilsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John L[redacted]	[redacted]	[redacted]
SIGNATUR[redacted]		
DATE [redacted]		

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 6/17/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 013

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Transition Strip Finish Upgrade

PCO	Description		Amount
135	Transition Strip Finish Upgrade	$	1,272.15

Upgrade carpet to ceramic tile finish from anodized brass to brushed nickel.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,265,388.38
The Contract Value prior to this Prime Contract Change Order was	$	8,281,388.38
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	1,272.15
The new Contract Value including this Prime Contract Change Order will be	$	8,282,660.53
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Joe Simpson
SIGNATUR[redacted]		
DATE 6/[redacted]		

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1506 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 6/17/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 014

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

PR-7 Millwork In IT Office

PCO	Description		Amount
132	PR-7 Millwork and Outlet Changes	$	4,701.08
133	PR-7 Millwork and Outlet Changes	$	536.77
134	PR-7 Millwork and Outlet Changes	$	53.67

Cost to address the changes in the IT office per PR-7

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,266,660.53
The Contract Value prior to this Prime Contract Change Order was	$	8,282,660.53
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	5,291.52
The new Contract Value including this Prime Contract Change Order will be	$	8,287,952.05
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Lan[redacted]		
SIGNATURE		
DATE 6/18/2019	DATE 6/18/19	DATE 6/18/19

Prime Contract Change Order

NABHOLZ

City of Bentonville Emergency Communications C **Project # 02-17-2468** **Nabholz Construction Corporation**
1505 Derek Dr. Tel: Fax:
Bentonville, AR 72712

Date: 6/27/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 015

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Add Three Sprinkler Heads

PCO	Description		Amount
130	PR-4 Add Three Sprinkler Heads	$	1,189.49

Added three sprinkler heads under stairs. The area became storage compartments in PR-4. However it wasn't until later the tem decided to th esprinkler heads.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,271,952.05
The Contract Value prior to this Prime Contract Change Order was	$	8,287,952.05
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	1,189.49
The new Contract Value including this Prime Contract Change Order will be	$	8,289,141.54
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72756), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Jon Simpson
SIGNATU[redacted]		
DATE [redacted]		

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 6/27/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 016

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Added Trees and Switchgrass

PCO	Description		Amount
137	Additional Trees	$	3,464.35

6-1 gallon Heavey Metal Switchgrass
5-2.5" Alba Redbud Trees
1-2.5" Shumard Oak

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,273,141.54
The Contract Value prior to this Prime Contract Change Order was	$	8,289,141.54
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	3,464.35
The new Contract Value including this Prime Contract Change Order will be	$	8,292,605.89
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eastester	By Joe Simpson
SIGNATURE		
DATE		

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468 Nabholz Construction Corporation
1605 Derek Dr. Tel: Fax:
Bentonville, AR 72712

Date: 6/28/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 017

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

PR-4 Remaining Items

PCO	Description		Amount
015	PR-4	$	9,725.29

All remaining items in PR-4

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,276,605.89
The Contract Value prior to this Prime Contract Change Order was	$	8,292,605.89
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	9,725.29
The new Contract Value including this Prime Contract Change Order will be	$	8,302,331.18
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		6/19/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72756), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712
Address	Address	Address

By John L [redacted]
SIGNATUR [redacted]
DATE [redacted]

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468 — Nabholz Construction Corporation
1505 Derek Dr. Tel: Fax:
Bentonville, AR 72712

Date: 7/10/2019

To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 018

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Weather Delays

PCO	Description		Amount
138	Weather Delays	$	0.00

35 days added to compensate for lost days due to inclement weather.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,286,331.18
The Contract Value prior to this Prime Contract Change Order was	$	8,302,331.18
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	0.00
The new Contract Value including this Prime Contract Change Order will be	$	8,302,331.18
The Contract duration will be changed by		35 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		8/16/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72756), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712

Address [redacted]
By John L
SIGNATUR
DATE 7/10/19 DATE 7/10/19 DATE 8-19-19

Prolog Manager Printed on: 7/10/2019 Nabholz Page 1

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468 **Nabholz Construction Corporation**
1505 Derek Dr. Tel: Fax:
Bentonville, AR 72712

Date: 7/15/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 019

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

PR-8 Scope Of Work Change

PCO	Description		Amount
139	PR-8	$	11,825.16

Added power and cable outlets and cabinent adjustments.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,286,331.18
The Contract Value prior to this Prime Contract Change Order was	$	8,302,331.18
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	11,825.16
The new Contract Value including this Prime Contract Change Order will be	$	**8,314,156.34**
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		8/16/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72756), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712
Address	Address	Address
By John [redacted]		
SIGNATU [redacted]		
DATE 7-22-19	DATE 7/16/19	DATE 7-16-19

Prolog Manager Printed on: 7/15/2019 Nabholz Page 1

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 7/15/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 020

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Ladder Rack Upgrade

PCO	Description		Amount
140	Ladder Rack Upgrade	$	692.44

Ladder rack upgraded from 6"-12"

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,298,156.34
The Contract Value prior to this Prime Contract Change Order was	$	8,314,156.34
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	692.44
The new Contract Value including this Prime Contract Change Order will be	$	**8,314,848.78**
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		8/16/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Lar[redacted]		
SIGNATURE		
DATE 7-16-19	DATE 7/16/19	DATE 7-16-19

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Prime Contract Change Order

City of Bentonville Emergency Communications C **Project # 02-17-2468** **Nabholz Construction Corporation**
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Date: 7/18/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 021

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark Code Ann §25-19-101, et seq Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order

The Contract is hereby revised by the following items:

Masonry Repair SE Corner Of CID Building

PCO	Description		Amount
141	Masonry Repair SE Corner Of CID Building	$	967.71

Masonry repair to SE corner of CID building resulting from lintel extending out too far per documents.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,298,848.78
The Contract Value prior to this Prime Contract Change Order was	$	8,314,848.78
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	967.71
The new Contract Value including this Prime Contract Change Order will be	$	**8,315,816.49**
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		8/16/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72756), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Jon Simpson
SIGNAT[redacted]		
DATE [redacted]		

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NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: - Fax:

Nabholz Construction Corporation

Date: 8/15/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 022

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Dumpster Pad (Unsuitable Soils)

PCO	Description		Amount
145	Dumpster Pad (Unsuitable Soils)	$	1,604.96

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,299,816.49
The Contract Value prior to this Prime Contract Change Order was	$	8,315,816.49
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	1,604.96
The new Contract Value including this Prime Contract Change Order will be	$	8,317,421.45
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		8/16/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72756), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712
Address	Address	Address

By John Lan[redacted]
SIGNATURE [redacted]
DATE [redacted]

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications C **Project # 02-17-2468** **Nabholz Construction Corporation**
1505 Derek Dr. Tel: Fax:
Bentonville, AR 72712

Date: 8/15/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72758), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/26/2017
Contract Number: 02172468
Change Order Number: 023

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Flume Throat Elevation Adjustments

PCO	Description		Amount
146	Flume Throat Elevation Adjustments	$	12,023.76

The flume throat (storm drain inlet) on the West entry drive had to be adjusted to direct water into inlet. The second part of the PCO was to add an inlet on the West side of the drive to resolve preexisting standing water issues. Cost included concrete cutting, demolising and concrete work.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,301,421.45
The Contract Value prior to this Prime Contract Change Order was	$	8,317,421.45
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	12,023.76
The new Contract Value including this Prime Contract Change Order will be	$	8,329,445.21
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		8/16/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72758), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Jon Simpson
SIGNATU[redacted]		
DATE [redacted]		

Budget change small
~~worksheet~~ tools
fee insurance

Proiog Manager [redacted] ıolz Page 1

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1605 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 8/15/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 024

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Reworking 4" Precast Panels

PCO	Description		Amount
147	Reworking 4" Precast Panels	$	4,899.48

Cost required to alter 4"precast panel to fit the exterior envelope and columns of CID Building.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,313,445.21
The Contract Value prior to this Prime Contract Change Order was	$	8,329,445.21
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	4,899.48
The new Contract Value including this Prime Contract Change Order will be	$	8,334,344.69
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		8/16/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Jon Simpson
SIGNATU[redacted]		
DATE [redacted]		

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications C **Project # 02-17-2468** **Nabholz Construction Corporation**
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Date: 8/16/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 025

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Dispatch Locker Upgrade

PCO	Description		Amount
149	Dispatch Locker Upgrade	$	5,045.68

Cost to remove lockers on site and provide and deliver Phenolic Single-Tier 12" x 18" x 72" lockers.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,318,344.69
The Contract Value prior to this Prime Contract Change Order was	$	8,334,344.69
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	5,045.68
The new Contract Value including this Prime Contract Change Order will be	$	8,339,390.37
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		8/16/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Joe Simpson
SIGNATU[redacted]		
DATE		

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications C **Project # 02-17-2468** **Nabholz Construction Corporation**
1505 Derek Dr. Tel: Fax:
Bentonville, AR 72712

Date: 8/26/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72758), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 026

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

PR-10 & Additional Cable Drops

PCO	Description		Amount
151	PR-10	$	2,295.24
152	Added Cable Drop (Furniture Obstructions)	$	5,373.12

PR-10 & Owner requested adding additional cable Drops to accomadate new office furniture layout.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,323,390.37
The Contract Value prior to this Prime Contract Change Order was	$	8,339,390.37
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	7,668.36
The new Contract Value including this Prime Contract Change Order will be	$	**8,347,058.73**
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		8/16/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72758), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Jon Simpson
SIGNATURE [redacted]		
DATE		

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468 — **Nabholz Construction Corporation**
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Date: 9/17/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 028

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Owner Contingency Items 31-35

PCO	Description		Amount
162	Dispatch Break Room Coffee Maker	$	767.30
158	Replacing Hydroseed with Sod	$	9,984.01
157	Miscellaneous Concrete	$	1,878.71
154	Microwave Height Adjustment	$	375.74
155	Chord Reels & Quad Outlets	$	1,027.38
160	Bollard Covers	$	1,162.94

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,348,816.73
The Contract Value prior to this Prime Contract Change Order was	$	8,364,816.73
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	15,216.08
The new Contract Value including this Prime Contract Change Order will be	$	8,380,032.81
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		9/5/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72756), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712
Address	[redacted]	
By John L		
SIGNATUR		
DATE		

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Nabholz Construction Corporation

Date: 9/26/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 029

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Replacement Oven

PCO	Description		Amount
171	Replacement Oven (Owner)	$	1,293.00

Owner has asked to replace newly installed range with a induction range. Nabholz to pay $1,098 and owner to pay $1293.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,364,032.81
The Contract Value prior to this Prime Contract Change Order was	$	8,380,032.81
The Contract Value will be changed by this Prime Contract Change Order in the amount of	$	1,293.00
The new Contract Value including this Prime Contract Change Order will be	$	8,381,325.81
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		9/5/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72756), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712

Address [redacted]
By John [redacted]
SIGNATU [redacted]
DATE [redacted]

NABHOLZ

Prime Contract Change Order

City of Bentonville Emergency Communications CProject # 02-17-2468 **Nabholz Construction Corporation**
1505 Derek Dr.
Bentonville, AR 72712
Tel: Fax:

Date: 9/30/2019
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 030

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann. §25-19-101, et seq. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner. In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order.

The Contract is hereby revised by the following items:

Miscellaneous Metals Contingency Credit

PCO	Description		Amount
172	Miscellaneous Metals Contingency Credit	($	312.00)

Issued PPCO to deduct $312 from contract amount for the remaining of the unused miscellaneous metals contingency.

The original Contract Value was	$	16,000.00
Sum of changes by prior Prime Contract Change Orders	$	8,365,325.81
The Contract Value prior to this Prime Contract Change Order was	$	8,381,325.81
The Contract Value will be changed by this Prime Contract Change Order in the amount of	($	312.00)
The new Contract Value including this Prime Contract Change Order will be	$	8,381,013.81
The Contract duration will be changed by		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is		9/5/2019

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road	3301 N 2nd St (72756), PO Box 277	117 W. Central Avenue
Fayetteville, AR 72703	Rogers, AR 72757	Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Jon Simpson
SIGNATURE		
DATE		

[redacted]

Prolog Manager Printed on: 9/30/2019 Nabholz Page 1

Prime Contract Change Order

City of Bentonville Emergency Communications C **Project # 02-17-2468** **Nabholz Construction Corporation**
1505 Derek Dr. Tel: Fax:
Bentonville, AR 72712

Date: 4/20/2020
To Contractor:
Nabholz Construction Corporation
3301 N 2nd St (72756), PO Box 277
Rogers, AR 72757

Architect's Project No: 02-17-2468
Contract Date: 7/25/2017
Contract Number: 02172468
Change Order Number: 031

Owner acknowledges that Contractor is an independent contractor and the Owner has no ownership or control over Contractor, private entity Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Arkansas Freedom of Information Act, Ark. Code Ann §25-19-101. et seq Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by Owner In the event Owner receives a request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without order

The Contract is hereby revised by the following items:

Allowance Credits

PCO	Description		Amount
173	Allowance Credits	($	28,319.09)
174	Remaining Misc Metals Allowance	($	2,330.00)

The original Contract Value was	$	18,000.00 JL	
Sum of changes by prior Prime Contract Change Orders	$	~~8,365,013.81~~	8,365,014.11
The Contract Value prior to this Prime Contract Change Order was	$	~~8,381,013.81~~	8,381,014.11
The Contract Value will be changed by this Prime Contract Change Order in the amount of	($	30,649.09)	
The new Contract Value including this Prime Contract Change Order will be	$	~~8,350,364.72~~	8,350,365.02
The Contract duration will be changed by		0 Days	
The revised Substantial Completion date as of this Prime Contract Change Order is		9/5/2019	

Witsell Evans & Rasco PA	Nabholz Construction Corporation	CITY OF BENTONVILLE
ARCHITECT	CONTRACTOR	OWNER
2241 Green Acres Road Fayetteville, AR 72703	3301 N 2nd St (72756), PO Box 277 Rogers, AR 72757	117 W. Central Avenue Bentonville, AR 72712
Address	Address	Address
By John Langham	By John Eccleston	By Jon Simpson
SIGNATUR[redacted]		SIGNATURE
DATE 4/[redacted]		DATE

Prolog Manager Printed on: 4/22/2020 Nabholz Page 1

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: CITY OF BENTONVILLE
117 W. Central Avenue
Bentonville, AR 72712

PROJECT: City of Bentonville Emergency Communica
1505 Derek Dr.
Bentonville, AR 72712

APPLICATION NO: 015

PERIOD TO: 4/30/2020

Distribution To:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM CONTRACTOR: Nabholz Construction Corporation
P.O. Box 277
Rogers, AR 72757

VIA ARCHITECT: Witsell Evans & Rasco PA
2241 Green Acres Road
Fayetteville, AR 72703

PROJECT NOS: 02-17-2468

CONTRACT DATE: 7/25/2017

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 16,000.00
2. Net change by Change Orders		$ 8,334,365.02
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 8,350,365.02
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 8,350,365.02
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 8,350,365.02
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 7,993,278.66
8. CURRENT PAYMENT DUE		$ 357,086.36
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 Less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	8,372,242.73	7,228.62
Total approved this Month	0.00	30,649.09
TOTALS	8,372,242.73	37,877.71
NET CHANGES by Change Order	8,334,365.02	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Document, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Nabholz Construction Corporation

By: John Eccleston
John Eccleston

Date: 4/30/2020

State of: AR

County of: Benton

Subscribed and sworn to before me [redacted]

Notary Public: Tonya Newton

My Commission expires: 8/9/20[redacted]

TONYA NEWTON
COMM. No. 12701797
NOTARY PUBLIC
COMM. EXP. 08/09/2021
BENTON COUNTY, AR

This document includes data prepared in conjunction with the Project that is deemed trade secrets or proprietary to Nabholz. This document is shared with the Project team solely for use on this Project consistent with the responsibilities of the Project team. The Recipients shall not duplicate, use, or disclose, in whole or in part, to any person, entity, or party outside the Project team without Nabholz' prior written authorization.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on-site observation and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to Payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 357,086.36

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed with the amount certified.)

ARCH[redacted]

By: [redacted] Date: 5/20/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Documents's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dolar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 015
APPLICATION DATE: 4/30/2020
PERIOD TO: 4/30/2020
ARCHITECT'S PROJECT NO: 02-17-2468

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
001	Final Cleaning	$ 4,755.00	$ 4,755.00	$ 0.00	$ 0.00	$ 4,755.00	100.00	$ 0.00	$ 0.00
002	Concrete (Excluding Precast)	$ 623,235.00	$ 623,235.00	$ 0.00	$ 0.00	$ 623,235.00	100.00	$ 0.00	$ 0.00
003	Concrete (Precast)	$ 561,374.00	$ 561,374.00	$ 0.00	$ 0.00	$ 561,374.00	100.00	$ 0.00	$ 0.00
004	Polished Concrete	$ 38,000.00	$ 38,000.00	$ 0.00	$ 0.00	$ 38,000.00	100.00	$ 0.00	$ 0.00
005	Masonry	$ 256,958.00	$ 256,958.00	$ 0.00	$ 0.00	$ 256,958.00	100.00	$ 0.00	$ 0.00
006	Steel (Supply)	$ 398,404.00	$ 398,404.00	$ 0.00	$ 0.00	$ 398,404.00	100.00	$ 0.00	$ 0.00
007	Steel (Erection)	$ 76,400.00	$ 76,400.00	$ 0.00	$ 0.00	$ 76,400.00	100.00	$ 0.00	$ 0.00
008	Millwork & Cabinetry	$ 53,046.00	$ 53,046.00	$ 0.00	$ 0.00	$ 53,046.00	100.00	$ 0.00	$ 0.00
009	Waterproofing	$ 36,262.00	$ 36,262.00	$ 0.00	$ 0.00	$ 36,262.00	100.00	$ 0.00	$ 0.00
010	Roofing & Siding	$ 468,500.00	$ 468,500.00	$ 0.00	$ 0.00	$ 468,500.00	100.00	$ 0.00	$ 0.00
011	StoreFront	$ 276,300.00	$ 276,300.00	$ 0.00	$ 0.00	$ 276,300.00	100.00	$ 0.00	$ 0.00
012	Overhead Door	$ 19,654.00	$ 19,654.00	$ 0.00	$ 0.00	$ 19,654.00	100.00	$ 0.00	$ 0.00
013	Truss, Framing & Drywall	$ 624,517.00	$ 624,517.00	$ 0.00	$ 0.00	$ 624,517.00	100.00	$ 0.00	$ 0.00
014	Paint	$ 110,065.00	$ 110,065.00	$ 0.00	$ 0.00	$ 110,065.00	100.00	$ 0.00	$ 0.00
015	Flooring	$ 126,110.00	$ 126,110.00	$ 0.00	$ 0.00	$ 126,110.00	100.00	$ 0.00	$ 0.00
016	Access Flooring	$ 36,750.00	$ 36,750.00	$ 0.00	$ 0.00	$ 36,750.00	100.00	$ 0.00	$ 0.00
017	Operable Partitions	$ 22,875.00	$ 22,875.00	$ 0.00	$ 0.00	$ 22,875.00	100.00	$ 0.00	$ 0.00
018	Division 10 (Supply)	$ 169,994.00	$ 169,994.00	$ 0.00	$ 0.00	$ 169,994.00	100.00	$ 0.00	$ 0.00
019	Division 10 (Install)	$ 25,840.00	$ 25,840.00	$ 0.00	$ 0.00	$ 25,840.00	100.00	$ 0.00	$ 0.00
020	Exterior Signage Allowance	$ 30,000.00	$ 30,000.00	$ 0.00	$ 0.00	$ 30,000.00	100.00	$ 0.00	$ 0.00
021	Interior Signage Allowance	$ 10,000.00	$ 10,000.00	$ 0.00	$ 0.00	$ 10,000.00	100.00	$ 0.00	$ 0.00
022	Food Service Equipment	$ 23,656.00	$ 23,656.00	$ 0.00	$ 0.00	$ 23,656.00	100.00	$ 0.00	$ 0.00
023	Window Treatment Allowance	$ 15,525.00	$ 15,525.00	$ 0.00	$ 0.00	$ 15,525.00	100.00	$ 0.00	$ 0.00
024	Aluminum Canopy & Walkway Covers	$ 14,454.00	$ 14,454.00	$ 0.00	$ 0.00	$ 14,454.00	100.00	$ 0.00	$ 0.00
025	Elevators	$ 69,785.00	$ 69,785.00	$ 0.00	$ 0.00	$ 69,785.00	100.00	$ 0.00	$ 0.00
026	Fire Suppression	$ 212,369.00	$ 212,369.00	$ 0.00	$ 0.00	$ 212,369.00	100.00	$ 0.00	$ 0.00
027	Mechanical (Plumbing & HVAC)	$ 1,131,149.00	$ 1,131,149.00	$ 0.00	$ 0.00	$ 1,131,149.00	100.00	$ 0.00	$ 0.00
028	Electrical	$ 1,163,050.00	$ 1,163,050.00	$ 0.00	$ 0.00	$ 1,163,050.00	100.00	$ 0.00	$ 0.00
029	Communication	$ 36,480.00	$ 36,480.00	$ 0.00	$ 0.00	$ 36,480.00	100.00	$ 0.00	$ 0.00
030	Electronic Safety and Security	$ 13,401.00	$ 13,401.00	$ 0.00	$ 0.00	$ 13,401.00	100.00	$ 0.00	$ 0.00
031	ATT Relocate Allowance	$ 20,000.00	$ 20,000.00	$ 0.00	$ 0.00	$ 20,000.00	100.00	$ 0.00	$ 0.00
032	Earthwork, Storm Drainage & Site Utilities	$ 269,617.00	$ 269,617.00	$ 0.00	$ 0.00	$ 269,617.00	100.00	$ 0.00	$ 0.00

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dolar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:015
APPLICATION DATE:4/30/2020
PERIOD TO:4/30/2020
ARCHITECT'S PROJECT NO:02-17-2468

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
033	Asphalt Paving	$ 64,951.00	$ 64,951.00	$ 0.00	$ 0.00	$ 64,951.00	100.00	$ 0.00	$ 0.00
034	Pavement Marking	$ 2,658.00	$ 2,658.00	$ 0.00	$ 0.00	$ 2,658.00	100.00	$ 0.00	$ 0.00
035	Landscaping	$ 11,947.00	$ 11,947.00	$ 0.00	$ 0.00	$ 11,947.00	100.00	$ 0.00	$ 0.00
036	General Requirements	$ 63,572.00	$ 63,572.00	$ 0.00	$ 0.00	$ 63,572.00	100.00	$ 0.00	$ 0.00
037	General Conditions	$ 601,537.00	$ 601,537.00	$ 0.00	$ 0.00	$ 601,537.00	100.00	$ 0.00	$ 0.00
038	Fee	$ 408,036.00	$ 408,036.00	$ 0.00	$ 0.00	$ 408,036.00	100.00	$ 0.00	$ 0.00
039	Preconstruction Fee	$ 16,000.00	$ 16,000.00	$ 0.00	$ 0.00	$ 16,000.00	100.00	$ 0.00	$ 0.00
040	Contingency	$ 100,000.00	$ 100,000.00	$ 0.00	$ 0.00	$ 100,000.00	100.00	$ 0.00	$ 0.00
042	COR's 1,2&3 (PCCO 002)	($ 657.82)	($ 657.82)	$ 0.00	$ 0.00	($ 657.82)	100.00	$ 0.00	$ 0.00
043	Additional U/C and Fill (PCCO 003)	$ 6,148.22	$ 6,148.22	$ 0.00	$ 0.00	$ 6,148.22	100.00	$ 0.00	$ 0.00
044	ASI #4 & Additional Horn Stobe/Fiber Modules (PCCO 004)	$ 7,276.51	$ 7,276.51	$ 0.00	$ 0.00	$ 7,276.51	100.00	$ 0.00	$ 0.00
045	ASI #5 (PCCO 005)	($ 3,408.52)	($ 3,408.52)	$ 0.00	$ 0.00	($ 3,408.52)	100.00	$ 0.00	$ 0.00
046	PR #2 (Reduction in Locker Depth & Millwork Alterations) (PCCO 006)	($ 2,850.28)	($ 2,850.28)	$ 0.00	$ 0.00	($ 2,850.28)	100.00	$ 0.00	$ 0.00
047	Installation of Atlas Energy Shield Pro Sheathing (PCCO 007)	$ 5,030.10	$ 5,030.10	$ 0.00	$ 0.00	$ 5,030.10	100.00	$ 0.00	$ 0.00
048	Washer\Dryer Sanitary Sewer and Vent Lines (PCCO 008)	$ 4,999.86	$ 4,999.86	$ 0.00	$ 0.00	$ 4,999.86	100.00	$ 0.00	$ 0.00
049	EF-6 Dormer Louvers (PCCO 009)	$ 10,982.11	$ 10,982.11	$ 0.00	$ 0.00	$ 10,982.11	100.00	$ 0.00	$ 0.00
050	Retaining Wall & Railing Per RFI #044 (PCCO 010)	$ 28,663.78	$ 28,663.78	$ 0.00	$ 0.00	$ 28,663.78	100.00	$ 0.00	$ 0.00
051	PR-6 (PCCO 011)	$ 10,464.23	$ 10,464.23	$ 0.00	$ 0.00	$ 10,464.23	100.00	$ 0.00	$ 0.00
052	Ceiling Fan & Additional Canopy (PCCO 012)	$ 7,514.49	$ 7,514.49	$ 0.00	$ 0.00	$ 7,514.49	100.00	$ 0.00	$ 0.00
053	Transition Strip Finish Upgrade (PCCO 013)	$ 1,272.15	$ 1,272.15	$ 0.00	$ 0.00	$ 1,272.15	100.00	$ 0.00	$ 0.00
054	PR-7 Millwork In IT Office (PCCO 014)	$ 5,291.52	$ 5,291.52	$ 0.00	$ 0.00	$ 5,291.52	100.00	$ 0.00	$ 0.00
055	Add Three Sprinkler Heads (PCCO 015)	$ 1,189.49	$ 1,189.49	$ 0.00	$ 0.00	$ 1,189.49	100.00	$ 0.00	$ 0.00
056	Added Trees and Switchgrass (PCCO 016)	$ 3,464.35	$ 3,464.35	$ 0.00	$ 0.00	$ 3,464.35	100.00	$ 0.00	$ 0.00
057	PR-4 Remaining Items (PCCO 017)	$ 9,725.29	$ 9,725.29	$ 0.00	$ 0.00	$ 9,725.29	100.00	$ 0.00	$ 0.00
058	PCCO 018 Weather Delays	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	100.00	$ 0.00	$ 0.00
059	PCCO 019 PR-8 Scope Of Work Change	$ 11,825.16	$ 11,825.16	$ 0.00	$ 0.00	$ 11,825.16	100.00	$ 0.00	$ 0.00
060	PCCO 020 Ladder Rack Upgrade	$ 692.44	$ 692.44	$ 0.00	$ 0.00	$ 692.44	100.00	$ 0.00	$ 0.00

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dolar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:015
APPLICATION DATE:4/30/2020
PERIOD TO:4/30/2020
ARCHITECT'S PROJECT NO:02-17-2468

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
061	PCCO 021 Masonry Repair SE Corner Of CID Building	$ 967.71	$ 967.71	$ 0.00	$ 0.00	$ 967.71	100.00	$ 0.00	$ 0.00
062	Dumpster Pad (Unsuitable Soils) (PCCO 022)	$ 1,604.96	$ 1,604.96	$ 0.00	$ 0.00	$ 1,604.96	100.00	$ 0.00	$ 0.00
063	Flume Throat Elevation Adjustments (PCCO 023)	$ 12,023.76	$ 12,023.76	$ 0.00	$ 0.00	$ 12,023.76	100.00	$ 0.00	$ 0.00
064	Reworking 4" Precast Panels (PCCO 024)	$ 4,899.48	$ 4,899.48	$ 0.00	$ 0.00	$ 4,899.48	100.00	$ 0.00	$ 0.00
065	Dispatch Locker Upgrade (PCCO 025)	$ 5,045.68	$ 5,045.68	$ 0.00	$ 0.00	$ 5,045.68	100.00	$ 0.00	$ 0.00
066	PR-10 & Additional Cable Drops (PCCO 026)	$ 7,668.36	$ 7,668.06	$ 0.30	$ 0.00	$ 7,668.36	100.00	$ 0.00	$ 0.00
067	Additional Weather Delays (PCCO 027)	$ 17,758.00	$ 17,758.00	$ 0.00	$ 0.00	$ 17,758.00	100.00	$ 0.00	$ 0.00
068	Owner Contingency Items 31-35 (PCCO 028)	$ 15,216.08	$ 15,216.08	$ 0.00	$ 0.00	$ 15,216.08	100.00	$ 0.00	$ 0.00
069	Replacement Oven (PCCO 029)	$ 1,293.00	$ 0.00	$ 1,293.00	$ 0.00	$ 1,293.00	100.00	$ 0.00	$ 0.00
070	Miscellaneous Metals Contingency Credit (PCCO 030)	($ 312.00)	$ 0.00	($ 312.00)	$ 0.00	($ 312.00)	100.00	$ 0.00	$ 0.00
071	Allowance Credits (PCCO 031)	($ 30,649.09)	$ 0.00	($ 30,649.09)	$ 0.00	($ 30,649.09)	100.00	$ 0.00	$ 0.00
		$8,350,365.02	$ 8,380,032.81	($29,667.79)	$0.00	$8,350,365.02		$0.00	$0.00
	GRAND TOTALS	$ 8,350,365.02	$ 8,380,032.81	($ 29,667.79)	$ 0.00	$8,350,365.02	100.00	$ 0.00	$ 0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Documents's Authencity

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 ADDITION - AIA - 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK VENUE, N.W., WASHINGTON, D.C. 20006-5292

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: July 28, 2020

Submitted by: George Spence

Department: City Attorney

Phone: 273-2777

ACTION REQUIRED:

Adoption of an ordinance addressing Ordinance No. O-2020-137 and setting aside Section 4 thereof.

COST TO CITY:

Cost of this Request:	will be a savings
Additional Budget Amount	None

☐ One time amount ☐ Continuing O and M

Previously Budgeted	$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	None
Remaining After Adjustment	$ -

* There are some minor attorney fees related to this, which will be paid out of the budget for professional fees.

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 ADDRESSING ORDINANCE NO. O-2020-137 AND SETTING AISDE SECTION 4 THEREOF.

WHEREAS, on July 14, 2020, the Council adopted Ordinance No. O-2020-137, addressing the necessity for individuals to wear face coverings in many circumstances to help prevent the spread of COVID-19, and

WHEREAS, on July 16, 2020, Governor Hutchinson issued Executive Order No EO-20-43 generally requiring face coverings throughout the State to prevent the spread of COVID-19, and

WHEREAS, the Executive Order embraces the terms of the Ordinance and while the two measures are not in conflict, the requirement included in the Ordinance to send out copies of the Ordinance should be set aside to avoid confusion and unnecessary effort and expense.

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

Section 1: That Section 4 of Ordinance No. O-2020-137 is hereby set aside.

PASSED AND APPROVED THIS _____ DAY OF JULY, 2020.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
City Clerk