



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.

**Committee of the Whole
Bentonville Community Center
BCC Community Rooms**

**Monday, October 12, 2020 6:00 p.m.
1101 Southwest Citizens Circle**

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on October 12, 2020:**

https://us02web.zoom.us/webinar/register/WN_mZwjxNg1TZqcsztrDzcYLg

**Regular City Council Meeting
Bentonville Community Center
BCC Community Rooms**

**Tuesday, October 13, 2020 6:00 p.m.
1101 Southwest Citizens Circle**

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on October 13, 2020:**

https://us02web.zoom.us/webinar/register/WN_GUleXyMtRNqxCV_6WjWuTA

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: September 22, 2020

AGENDA

1. Financial Update – Jake Harper, Finance Director. **(Monday Night Only)**
2. Planning Workshop Information – Ellen Norvell, Planning and Services Building Director. **(Monday Night Only)**
3. Drainage Study Presentation - Dennis Birge, Transportation Director and Dan Weese, City Engineer. **(Monday Night Only)**
4. Planning:

- 4a. **Ordinance accepting a lot split of Lot 1 of Schaffer Subdivision, Schaffer Family Trust, 402 Dickson Street, R-1, Single Family Residential.**

(Pages 11-13)

The Planning Commission voted 7-0, recommending approval.

A lot split creating Lot 1 (+/- 0.29 acres) of Schaffer Subdivision. The Community Plan identifies the area as Priority Area 1, Downtown Intensification. This increased density is planned to be accommodated in a manner that is reflective of, and respectful to, the existing traditional neighborhood character and development patterns. It also is within the Downtown Neighborhood Subarea Plan 6, Secondary Residential Density Area. These are areas typically defined by smaller single-family lots with a mix of townhomes and duplex developments.

- 4b. **Ordinance accepting a lot split of Lot 12, Block 4 of Deming's Addition, Colby Irving, 207 NW 5th Street, R-1, Single Family Residential.**

(Pages 14-16)

The Planning Commission voted 7-0, recommending approval.

A lot split of the northern 140 feet of Lot 4, Block 4 that will create Lot 12, Block 4 (+/- 0.60 acres) of Deming's Addition. Per the requirements of the Master Street Plan, additional right-of-way is being dedicated along NW 5th Street. Right-of-way is adequate along NW B Street. A 15-foot wide utility easement is being dedicated along the length of the northern and western property lines.

- 4c. **Ordinance accepting a lot split of Lot 1 of Mushett Subdivision, Kenny Mushett, 503 Hook Street, R-1, Single Family Residential.**

(Pages 17-19)

The Planning Commission voted 7-0, recommending approval.

A lot split of un-platted section land that will create Lot 1 (+/- 0.60 acres) of Mushett Subdivision. Sufficient right-of-way exists along Hook Street. A 15-foot wide utility easement is being dedicated along the length of the eastern property line.

- 4d. **Ordinance changing real estate from A-1, Agricultural to R-4, High Density Residential, Seven HB Real Estate, LLC, 3302 SE L Street.**

(Pages 20-28)

The Planning Commission voted 4-3, recommending approval.

3302 SE L Street falls within Priority Area 2, Infill, and has a High-Density Residential design within the Land Use Plan. Within the broad context of the Community Plan's infill development, vacant/agricultural acreage could accommodate a population increase of approximately 31,000. These areas represent an opportunity to capitalize on existing infrastructure and services and support new development that aligns with existing uses and is compatible with the surrounding area's character.

The request is consistent with the Future Land Use Plan for this area as High-Density Residential and fulfills the objectives of Priority Area 2 of the Community Plan as Infill. Staff recommends approval.

- 4e. **Ordinance changing real estate from R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential, ML Res, LLC, 412 NW A Street.**

(Pages 29-35)

The Planning Commission voted 7-0, recommending approval.

412 NW A Street falls within Priority Area 1, Downtown Intensification. This site also falls within the Downtown Neighborhood Subarea Plan as Character Area 5, High-Density Residential. Areas immediately adjacent to the Downtown Core and Gateway Corridors planned for the highest density and range of housing types, including multi-family.

The request for Medium Density Residential is not consistent with the Future Land Use Map, which identifies this area as High-Density Residential. The intended redevelopment is consistent with the Bentonville Community Plan, Priority Area 1, Downtown Intensification, and the Subarea Character Area 5.

- 4f. **Ordinance changing real estate from C-2, General Commercial to DE, Downtown Edge, 405 SE 5th Street, LLC, 405 SE 5th Street.**

(Pages 36-41)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts the property as High-Density Residential. High-Density Residential areas typically include apartments, condominium buildings, and other types of dense, residential uses. These areas may also include integrated amenities for residents and resident-oriented commercial uses.

The presence of existing mixed-use and commercial developments, adjacent zoning districts, and Downtown Edge's potential as a less intense commercial district all lend credence to the rezoning request. Staff recommends approval of the proposed rezoning.

- 4g. **Ordinance changing real estate from R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential, Hunter Banwarth, 407 SW C Street.**

(Pages 42-47)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan for this area is Medium Density Residential. Chapter 5, Neighborhoods and Housing, of the Community Plan, classifies this area as a neighborhood of transition, where existing neighborhoods are experiencing redevelopment due to several factors, including the age or condition of housing, proximity to other amenities, or the cost of the land. Goals within this section include providing various housing types to meet the spectrum of demands from Bentonville's diverse population. The intent is also to improve the character of the existing neighborhoods and ensure that future neighborhoods reflect a compatible and high level of design.

The Bentonville Community Plan's Chapter 5, Neighborhoods and Housing, and the Future Land Use Map support this zoning request. Staff has reviewed this application and recommends approval.

- 4h. **Ordinance changing real estate from R-1, Single Family Residential to DN-3, Downtown High-Density Residential, Meeks Revocable Trust, Jess Campbell, Darrell & Carrie Meeks, 901-905 SE 4th Street.**

(Pages 48-55)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map in the Bentonville Community Plan currently depicts the property as Low-Density Residential. Low-Density Residential areas typically include single-family development with varying lot sizes and overall densities. The Downtown Neighborhood Subarea Plan, Downtown Character Areas Section, depicts this property within a Transitional Residential Area (p.135). The plan describes transitional residential areas as areas of change, accommodating a higher density and mix of residential uses due to their proximity to new institutional and cultural development (p.137).

Although the rezoning request does not align with the Future Land Use Plan classification of Low-Density Residential, the Downtown Neighborhood Subarea Plan and surrounding development and rezoning patterns support the request. Staff recommends approval of the proposed rezoning.

5. An ordinance extending the placement of tables, chairs and other items on City of Bentonville public on-street parking spaces adjacent to downtown business establishments from January 1, 2021 to April 30, 2021. (Pages 56-57)

6. Public hearing and ordinance vacating a Utility Easement requested for LOT 8 of Griffin Addition (VAC20-0012). **(Pages 58-61)**
7. Public hearing and ordinance vacating a Utility Easement requested for LOT 11 of Demings Addition (VAC20-0021). **(Pages 62-65)**
8. Resolution setting a public hearing for October 27, 2020 for a Utility Easement Vacation requested for multiple (15) lots at Livingston Square Subdivision (VAC20-0023). **(Pages 66-73)**
9. Resolution setting a public hearing for October 27, 2020 for a Utility Easement Vacation requested for LOT 10 of Ivy Place Subdivision (VAC20-0024). **(Pages 74-76)**
10. Resolution setting a public hearing for October 27, 2020 for a Utility Easement Vacation requested for of Lot 215 of the Original Town (VAC20-0025). **(Pages 77-80)**
11. Resolution authorizing the Mayor and City Clerk to enter into an amendment to the original 2009 agreement with Morrison-Shipley Engineers, Inc. for professional services for additional survey, drainage/flood study, design, easement preparation, and construction phase services related to the South Main Street Project. **(Pages 81-109)**
12. Resolution authorizing the Mayor to enter into an agreement with ARDOT, funding \$112,865.82 from the Bond fund account allocated to the addition of certain traffic signal items as per Change Order #17 of CA0903 project. **(Pages 110-151)**
13. Resolution to approve citywide traffic signal coordination. Please see attachments. **(Pages 152-158)**
14. Resolution authorizing the Mayor and City Clerk to amend Trinity Medical Billings original contract for their EMS Medical billing services until November 15, 2022. **(Pages 159-161)**
15. Bid Award to Pinnacle Emergency Vehicles, LLC through the participation in the HGAC Cooperative (Co-op) contract, AM10-18 to purchase two Braun Ambulances in the amount of \$569,506.00. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of the AM10-18, determining that the solicitation was in line with both Arkansas State Statute and City Purchasing procedures. This is a budgeted item in the 2020 budget. **(Pages 162-166)**
16. Recommending awarding bid number #20-58 for Conductor In Conduit (CIC) to Stuart Irby for \$85,080.00. **(Pages 167-169)**
- 17a. Ordinance for a Waiver of Bid to Bowtie Leadership Consulting and Development-Dr. Todd Jenkins, for an amount not to exceed \$42,000.00, for a one (1) year term, to provide DEI (Diversity, Equity & Inclusion) consultancy services to the City. **(Pages 170-176)**
- 17b. Approval of a Budget Adjustment to provide DEI (Diversity, Equity & Inclusion) Consultancy to the City. **(Pages 177-178)**
18. Resolution authorizing the purchase of VMWare Software licensing from ConvergeOne for a total of \$53,462.31. Pricing for this purchase is according to the Government Services Administration (GSA) Cooperative (Co-Op) Contract GS-35F-303DA. **(Pages 179-184)**

- 19a. Resolution for City Council approval authorizing the Mayor and Clerk enter into an agreement with Hight Jackson, in the amount of \$250,000.00, for architecture services the proposed Animal Services facility. **(Pages 185-214)**
- 19b. Budget adjustment for City Council approval in the amount of \$250,000.00 to fund the contract with Hight Jackson for design services for the proposed Animal Services facility. **(Pages 215-216)**
- 20a. Resolution for City Council approval authorizing the Mayor and Clerk enter into an agreement with CR Crawford, in the amount of \$35,000.00, for pre-construction services for the proposed Animal Services facility. **(Pages 217-237)**
- 20b. Budget adjustment for City Council approval, in the amount of \$35,000.00 for the preconstruction services for the Animal Services facility. **(Pages 238-239)**
- 21a. Ordinance for City Council approval amending the Pay Plan, creating the position of Animal Services Director. **(Pages 240-246)**
- 21b. Budget adjustment for City Council approval, in the amount of \$15,000.00, to allow for the hiring of an Animal Services Director for the City of Bentonville. **(Pages 247-248)**
22. Budget adjustment for City Council approval in the amount of \$500,000.00, to recognize a grant from the Walton Family Foundation for the future construction of a dog park and playground at Orchards Park. **(Pages 249-254)**
- 23a. Resolution for City Council approval authorizing the Mayor and City Clerk enter into an amendment to the agreement with Design Workshop to provide additional professional services related to The Commons / Quilt of Parks Project. **(Pages 255-271)**
- 23b. Budget adjustment for City Council approval in the amount of \$507,150.00, for design services The Commons / Quilt of Parks Project. **(Pages 272-278)**
- 24a. Resolution for City Council approval, authorizing the Mayor and City Clerk to enter into agreement with Design Workshop to provide additional professional services related to the A Street Promenade / Quilt of Parks Project. **(Pages 279-295)**
- 24b. Budget adjustment for City Council approval in the amount of \$1,200,000.00, to recognize a grant from the Walton Family Foundation to fund design services for the A Street Promenade and Quilt of Parks Project(s). **(Pages 296-302)**
25. Resolution for City Council approval authorizing the Mayor and City Clerk to enter into an agreement with CEI, in the total fee not to exceed of \$37,500.00, for land surveying services for the Quilt of Parks Project Phase 1. **(Pages 303-314)**



City Council Agenda Items
For City Council Meeting of October 13, 2020
From the October 6, 2020 Planning Commission Meeting

- a. Ordinance accepting a lot split of Lot 1 of Schaffer Subdivision, Schaffer Family Trust, 402 Dickson Street, R-1, Single Family Residential.**

The Planning Commission voted 7-0, recommending approval.

A lot split creating Lot 1 (+/- 0.29 acres) of Schaffer Subdivision. The Community Plan identifies the area as Priority Area 1, Downtown Intensification. This increased density is planned to be accommodated in a manner that is reflective of, and respectful to, the existing traditional neighborhood character and development patterns. It also is within the Downtown Neighborhood Subarea Plan 6, Secondary Residential Density Area. These are areas typically defined by smaller single-family lots with a mix of townhomes and duplex developments.

- b. Ordinance accepting a lot split of Lot 12, Block 4 of Deming's Addition, Colby Irving, 207 NW 5th Street, R-1, Single Family Residential.**

The Planning Commission voted 7-0, recommending approval.

A lot split of the northern 140 feet of Lot 4, Block 4 that will create Lot 12, Block 4 (+/- 0.60 acres) of Deming's Addition. Per the requirements of the Master Street Plan, additional right-of-way is being dedicated along NW 5th Street. Right-of-way is adequate along NW B Street. A 15-foot wide utility easement is being dedicated along the length of the northern and western property lines.

- c. Ordinance accepting a lot split of Lot 1 of Mushett Subdivision, Kenny Mushett, 503 Hook Street, R-1, Single Family Residential.**

The Planning Commission voted 7-0, recommending approval.

A lot split of un-platted section land that will create Lot 1 (+/- 0.60 acres) of Mushett Subdivision. Sufficient right-of-way exists along Hook Street. A 15-foot wide utility easement is being dedicated along the length of the eastern property line.

- d. Ordinance changing real estate from A-1, Agricultural to R-4, High Density Residential, Seven HB Real Estate, LLC, 3302 SE L Street.**

The Planning Commission voted 4-3, recommending approval.

3302 SE L Street falls within Priority Area 2, Infill, and has a High-Density Residential design within the Land Use Plan. Within the broad context of the Community Plan's infill development, vacant/agricultural acreage could accommodate a population increase of approximately 31,000. These areas represent an opportunity to capitalize on existing infrastructure and services and support new development that aligns with existing uses and is compatible with the surrounding area's character.

The request is consistent with the Future Land Use Plan for this area as High-Density Residential and fulfills the objectives of Priority Area 2 of the Community Plan as Infill. Staff recommends approval.

e. Ordinance changing real estate from R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential, ML Res, LLC, 412 NW A Street.

The Planning Commission voted 7-0, recommending approval.

412 NW A Street falls within Priority Area 1, Downtown Intensification. This site also falls within the Downtown Neighborhood Subarea Plan as Character Area 5, High-Density Residential. Areas immediately adjacent to the Downtown Core and Gateway Corridors planned for the highest density and range of housing types, including multi-family.

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f. Ordinance changing real estate from C-2, General Commercial to DE, Downtown Edge, 405 SE 5th Street, LLC, 405 SE 5th Street.

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The Bentonville Community Plan's Chapter 5, Neighborhoods and Housing, and the Future Land Use Map support this zoning request. Staff has reviewed this application and recommends approval.

h. Ordinance changing real estate from R-1, Single Family Residential to DN-3, Downtown High-Density Residential, Meeks Revocable Trust, Jess Campbell, Darrell & Carrie Meeks, 901-905 SE 4th Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Map in the Bentonville Community Plan currently depicts the property as Low-Density Residential. Low-Density Residential areas typically include single-family development with varying lot sizes and overall densities. The Downtown Neighborhood Subarea Plan, Downtown Character Areas Section, depicts this property within a Transitional Residential Area (p.135). The plan describes transitional residential areas as areas of change, accommodating a higher density and mix of residential uses due to their proximity to new institutional and cultural development (p.137).

Although the rezoning request does not align with the Future Land Use Plan classification of Low-Density Residential, the Downtown Neighborhood Subarea Plan and surrounding development and rezoning patterns support the request. Staff recommends approval of the proposed rezoning.



Consent Agenda Items

For Planning Commission meeting of October 6, 2020

Reviewer: Tyler Overstreet, AICP, Senior Planner

- ❖ At the Technical Review meeting held on September 29, 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: Lot 1, Schaffer's Subdivision, 402 Dickson Street, R-1, Single-Family Residential, LS20-0043

A lot split creating Lot 1 (+/- 0.29 acres) of Schaffer's Subdivision. The Community Plan identifies the area as Priority Area 1, Downtown Intensification. This increased density is planned to be accommodated in a manner that is reflective of, and respectful to, the existing traditional neighborhood character and development patterns. It also is within the Downtown Neighborhood Subarea Plan 6, Secondary Residential Density Area. These are areas typically defined by smaller single-family lots with a mix of townhomes and duplex developments.

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

Lot Split: Lot 12, Block 4, Deming's Addition, 207 NW 5th Street, PLA20-0048

A lot split of the northern 140 feet of Lot 4, Block 4 that will create Lot 12, Block 4 (+/- 0.60 acres) of Deming's Addition. Per the requirements of the Master Street Plan, additional right-of-way is being dedicated along NW 5th Street. Right-of-way is adequate along NW B Street. A 15-foot wide utility easement is being dedicated along the length of the northern and western property lines.

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

Lot Split: Lot 1, Mushett Subdivision, 503 Hook Street, R-1, Single-Family Residential, LS19-0008

A lot split of un-platted section land that will create Lot 1 (+/- 0.60 acres) of Mushett Subdivision. Sufficient right-of-way exists along Hook Street. A 15-foot wide utility easement is being dedicated along the length of the eastern property line.

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



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF SCHAFER
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS20-0043).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lot 1 of Schaffer Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 6, 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 Lot 1 of Schaffer Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

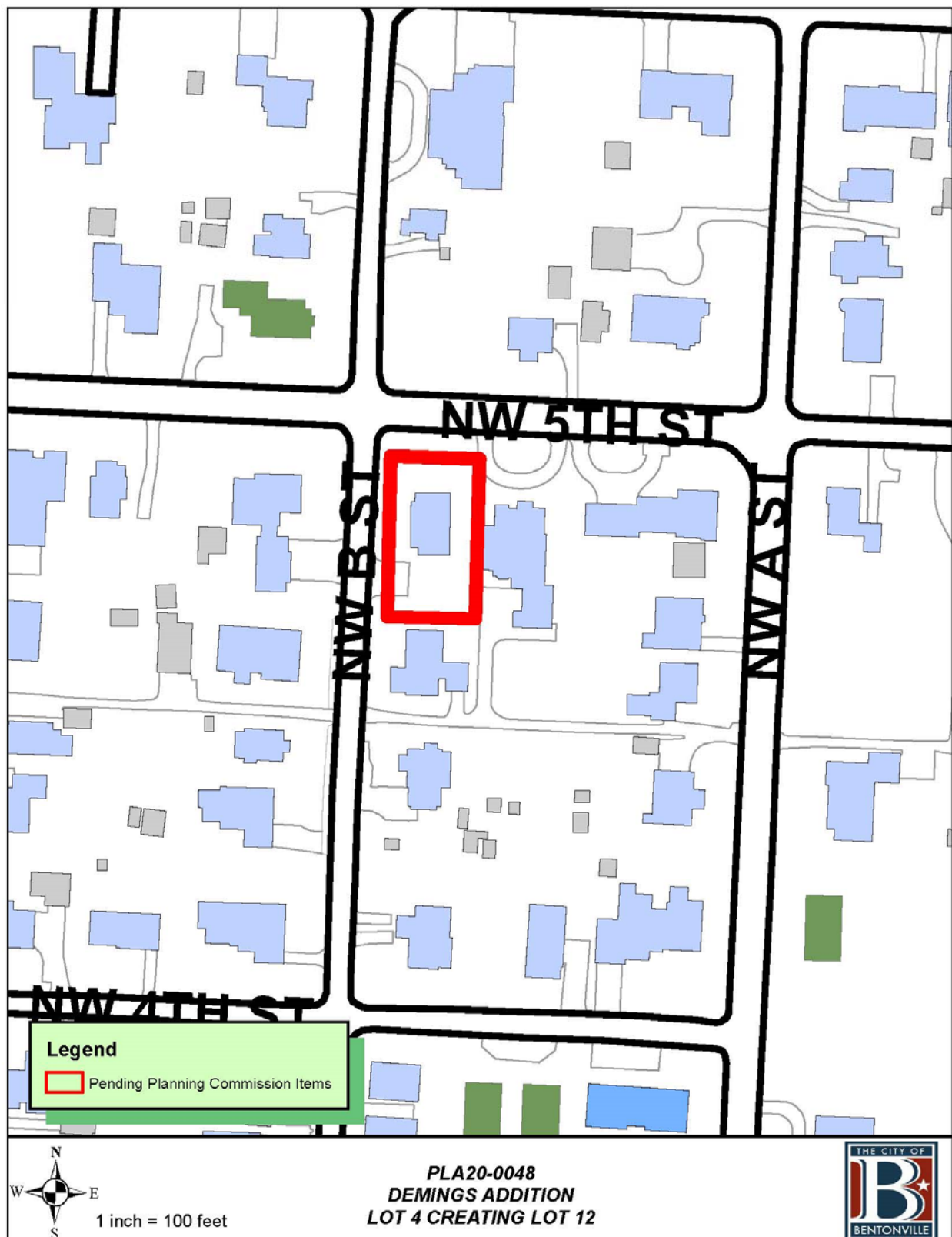
PASSED AND APPROVED this _____ day of _____, 2020.

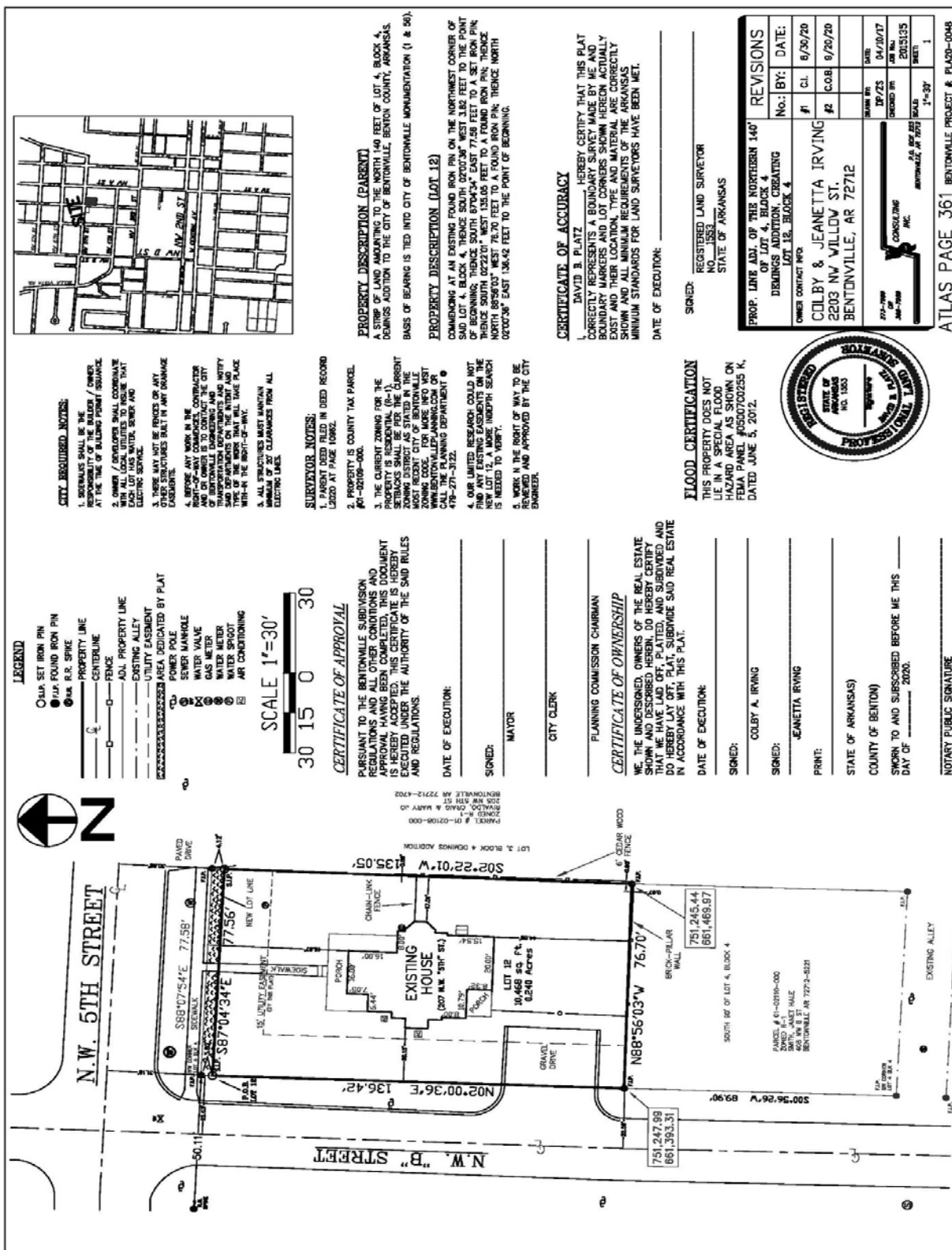
APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk





LEGEND

- CHAIN SET IRON PIN
- 1/4\" R.R. SPIKE
- PROPERTY LINE
- CENTERLINE
- FENCE
- ADL PROPERTY LINE
- EXISTING ALLEY
- UTILITY EASEMENT
- AREA DEDICATED BY PLAT
- POWER POLE
- SEWER MANHOLE
- WATER VALVE
- GAS METER
- WATER METER
- WATER METER
- AIR CONDITIONING

SCALE 1\"=30'

30 15 0 30

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATIONS AND ALL OTHER CONDITIONS AND REGULATIONS, THE CITY OF BENTONVILLE, ARKANSAS, HAS REVIEWED THIS DOCUMENT AND APPROVED THE SAME FOR RECORDATION AND EXECUTION UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION:

SIGNED:

MAYOR

CITY CLERK

PLANNING COMMISSION CHAIRMAN

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF SAID REAL ESTATE AND DO HEREBY LAY OUT PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

DATE OF EXECUTION:

SIGNED:

COLBY A. IRVING

SIGNED:

JEANETTA IRVING

PRINT:

STATE OF ARKANSAS)

COUNTY OF BENTON)

SWORN TO AND SUBSCRIBED BEFORE ME THIS

DAY OF 2020.

NOTARY PUBLIC SIGNATURE

CITY-REQUIRED NOTES:

1. SURVEYORS SHALL BE THE DESIGNATED SURVEYOR / OWNER AT THE TIME OF BUILDING POINT SURVEILLANCE.
2. OWNER / DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT ALL UTILITIES ARE DEEPLY MARKED AND LOCATED BEFORE ANY CONSTRUCTION.
3. THERE MUST NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
4. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMPLETES, CONTRACTOR SHALL OBTAIN APPROVAL FROM THE CITY OF BENTONVILLE ENGINEERING AND SURVEYING DEPARTMENT FOR ANY SAID EXHAUSTION ON THE STREET AND TYPE OF THE MARK THAT WILL TAKE PLACE WITH-IN THE RIGHT-OF-WAY.
5. ALL STRUCTURES MUST MAINTAIN MINIMUM CLEARANCES FROM ALL EXISTING BASE.

SURVEYOR NOTES:

1. PARCEL DEED FILED IN DEED RECORD 13202 AT PAGE 10862.
2. PROPERTY IS COUNTY TAX PARCEL #01-020109-000.
3. THE CURRENT ZONING FOR THE PROPERTY IS RESIDENTIAL (R-1). SURVEYORS SHALL BE THE CURRENT DESIGNATED SURVEYOR / OWNER OF THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT THE CITY OF BENTONVILLE WEBSITE OR CALL THE PLANNING DEPARTMENT @ 478-277-3122.
4. OUR LIMITED RESEARCH COULD NOT FIND ANY EXISTING EASEMENTS ON THE NEW LOT 12. A MORE INDEPTH SEARCH IS NEEDED TO VERIFY.
5. WORK IN THE RIGHT OF WAY TO BE REMOVED AND APPROVED BY THE CITY ENGINEER.

PROPERTY DESCRIPTION (PARENT)

A STRIP OF LAND AMOUNTING TO THE NORTH 140 FEET OF LOT 4, BLOCK 4, DEMINGS ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

BASE OF BEARING IS TIED INTO CITY OF BENTONVILLE MONUMENTATION (1 & 50).

PROPERTY DESCRIPTION (LOT 12)

COMMENCING AT AN EXISTING FOUND IRON PIN ON THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 4, THENCE SOUTH 02°00'36\" WEST 3.82 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 87°04'34\" EAST 71.58 FEET TO A FOUR INCH IRON PIN, THENCE SOUTH 88°56'03\" WEST 76.70 FEET TO A FOUR INCH IRON PIN, THENCE NORTH 02°00'36\" EAST 136.42 FEET TO THE POINT OF BEGINNING.

CERTIFICATE OF ACCURACY

I, DAVID B. PLATZ, 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:

SIGNED:

REGISTERED LAND SURVEYOR
DAVID B. PLATZ
STATE OF ARKANSAS

REVISIONS		No.:	BY:	DATE:
PROP. LINE ADJ. OF THE NORTHERN 140' OF LOT 4, BLOCK 4	#1	CL	6/30/20	
	#2	ICOB	9/20/20	
OWNER CONTACT INFO		NAME	DATE	
		COLBY & JEANETTA IRVING	04/10/17	
		22033 NW VILLOW ST.	2013/15	
		BENTONVILLE, AR 72712	2013/15	
		CONCEALING INC.	2013/15	
		22033 NW VILLOW ST.	2013/15	
		BENTONVILLE, AR 72712	2013/15	
		1-20	1	



FLOOD CERTIFICATION

THIS PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA PANEL #050700255 K, DATED JUNE 5, 2012.

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 12, BLOCK 4 OF
DEMING'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: PLA20-0048).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lot 12, Block 4 of Deming's Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 6, 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 Lot 12, Block 4 of Deming's 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.

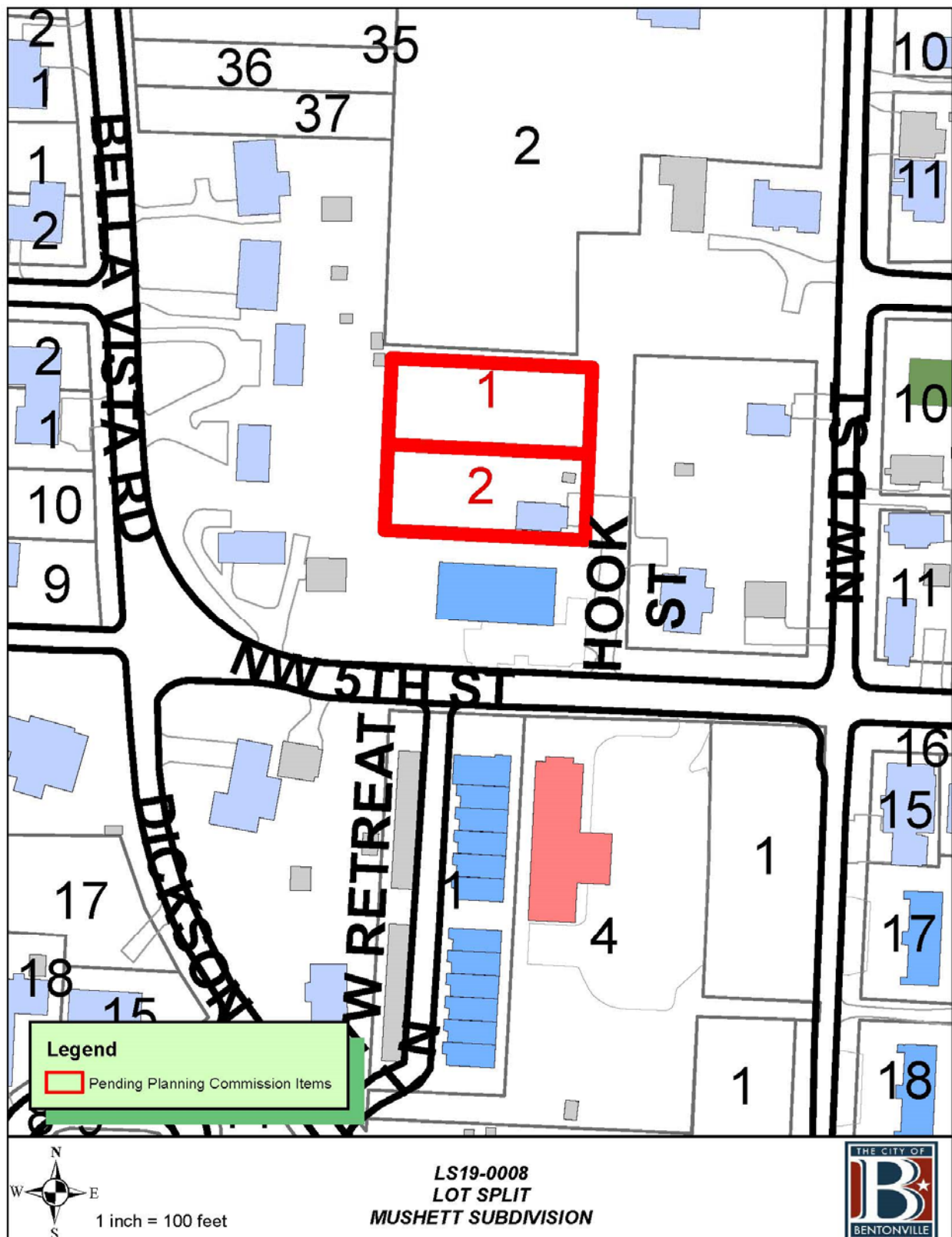
PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF MUSHETT
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS19-0008).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville
Municipal Code, the lot split of Lot 1 of Mushett Subdivision, Benton County, Arkansas, was submitted
to the Bentonville Planning Commission on October 6, 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 Lot 1 of Mushett Subdivision to the City of Bentonville, Arkansas,
should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

REZONING STAFF REPORT



Seven HB Real Estate

3302 SE L Street

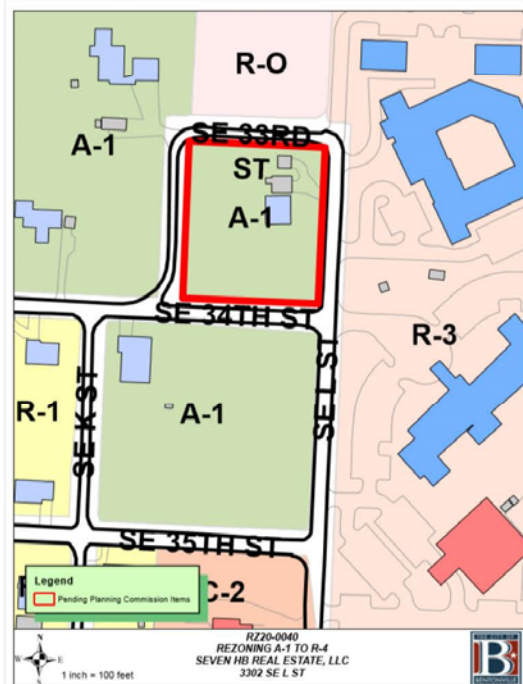
PC Date: 10/6/2020

Reviewer: Brian Bahr, Planning Services Manager

Project Number	RZ20-0040
Applicant / Current Owner	Steven Atwell
Site Area	1.24 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-4, High Density Residential
Future Land Use Map Designation	High Density Residential (HDR)

<https://arcg.is/08HvK8>

Location Map



Property Description

3302 SE L Street is vacant and located between SE 33rd Street, SE L Street, SE K Street, and SE 34th Street. All streets are classified as Local streets per the current Master Street Plan. The property is zoned A-1, Agricultural with adjacent zonings of R-3, Medium Density Residential to the east, R-O, Residential Office and A-1, Agricultural to the north and west, and A-1, Agricultural to the south. To the east is a high-density residential development (Osage Terrace II), a 55-unit senior housing complex at a density of 22.7 units per acre. To the north are two single-family residential homes on large lots with Casey Lock and Key, a locksmith business, and vacant land to the west. To the south are vacant properties and one single-family residence at 3401 SE K Street.

Relationship to the Bentonville Community Plan

3302 SE L Street falls within Priority Area 2, Infill, and has a High-Density Residential design within the Land Use Plan. Within the broad context of the Community Plan's infill development, vacant/agricultural acreage could accommodate a population increase of approximately 31,000. These areas represent an opportunity to capitalize on existing infrastructure and services and support new development that aligns with existing uses and is compatible with the surrounding area's character.

Public Comment

To date staff has received written comment on this rezoning request.

Analysis

Over the last eighteen months, the general area has seen two rezoning requests approved at 1205 SE 33rd Street (12/03/19) and 1117 SE 33rd Street (9/1/20) to R-O, Residential Office. An additional request for 3406 SE K Street for R-2, Duplex, and Patio Home Residential, was denied (2/04/20). The amount of zoning activity in such a small area indicates the area is in the beginnings of transition with high density residential to the east as senior housing and C-2, General Commercial to the west along SE J Street, and single-family in the middle.

Conclusion

The request is consistent with the Future Land Use Plan for this area as High-Density Residential and fulfills the objectives of Priority Area 2 of the Community Plan as Infill. Staff recommends approval.

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

The current Zoning is A-1 and needs to be changed to R-4 zoning to build apartments there. On the Bentonville land use map this property is purposed as High Density Residential and so is all the property around it

The owner of this property is Seven H B Real Estate an Investment group. They bought this property in Feb 2018 with plans to develop it.



Reason (need) for requesting the zoning change.

To build Apartments

Statement of how the property will relate to surrounding properties

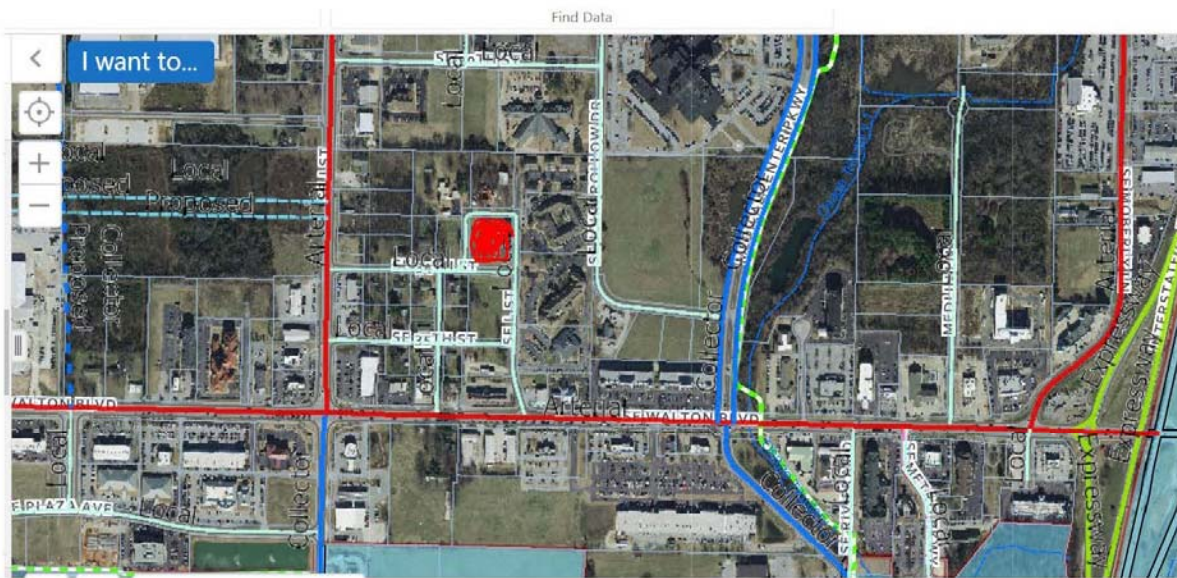
As far as how the property will relate to surrounding properties there are Apartments to the east of this property ,Vacant land to the south and west with a few single family homes mixed in. The property to the north is zone RO a house and yoga studio

Use.

Apartments

Traffic –

There is access to Walton to the south and J street to the west.



Signage.

None needed

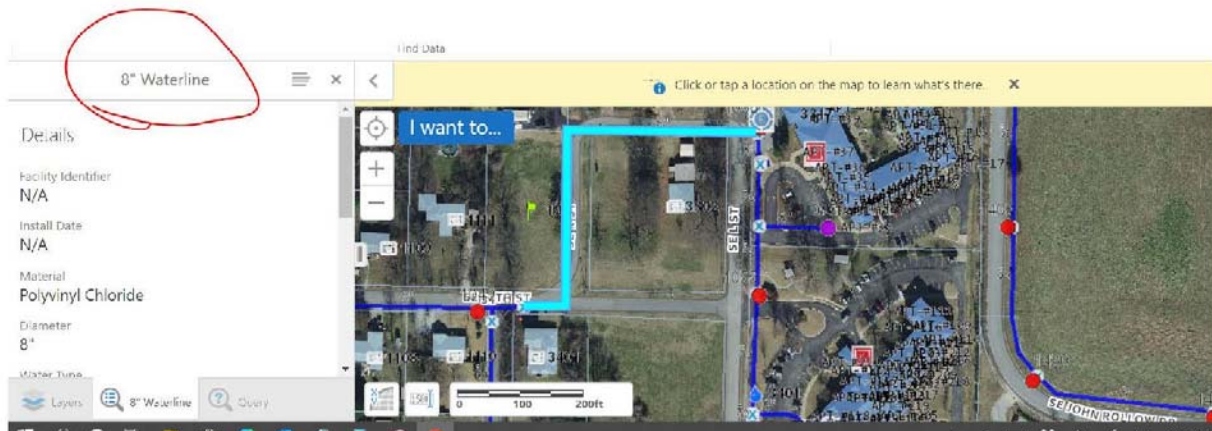
Appearance

The Appearance will be standard Brick and siding and approved by the planning dept and will conform to the surrounding area

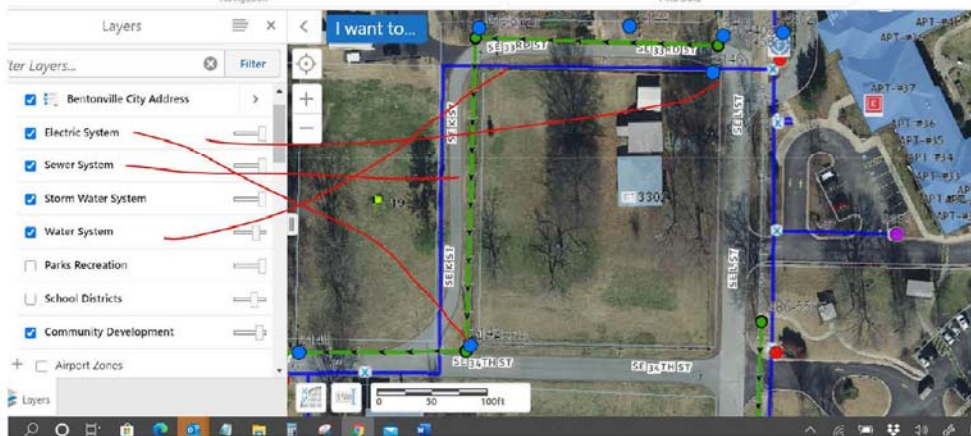
oAvailability of water and sewer (state size of lines).

There is Water, Sewer and electricity in the street

Water Line is 8"



Sewer lines are 8"



NOTICE OF INTENT TO REZONE

Seven BB Real Estate, LLC, has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

A-1, Agricultural to R-4, High-density Residential

The legal description of the property is as follows:

Part of the SW 1/4 of the NE 1/4 of Section 8, Township 19 North, Range 30 West, described as beginning 40 feet North of the Northeast corner of Lot 1 in Block 4 in Twin City Heights (Revised) as shown in Plat Record "E" on Page 32 of the Records of Benton County, Arkansas, and run North 250 feet; thence East 216 feet; thence South 250 feet; thence West 216 feet to the point of beginning.

The common description of the property is: 3302 SE L ST Bentonville AR 72712

Proposed land use: Apartments

The public hearing will be held Tuesday October 6, 2020 at 4:00 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:

I think adding high-density residential will decrease the overall value of the neighborhood especially when every other residence is single-family.

Signature and Physical Address

Signature and Physical Address

72712

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

R-4, High Density Residential



The R-4 District is established in order to provide high-density residential development. This area could exist in the older sections and newer developed areas of town. Such a district may be developed adjacent to, or in conjunction with neighborhood commercial or shopping center development. Adequate public utilities and services shall exist prior to or be provided in conjunction with development. Such a district may exist as a buffer zone between single-family and non-compatible use districts. Within this district, buildings, structures or uses having commercial characteristics and not planned as a main part of the total development shall be excluded.

Maximum Height Allowed: 40 feet

Minimum Street Frontage: 20 feet

Minimum Width of Corner Lots: 75 feet at building line

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-4	Single-family	6,000	-	60'	40%	45%
	Two-family	7,000	-	65'	50%	55%
	Townhouse unit	2,500	-	25'	-	-
	Townhouse structure	7,500	2,500	75'	65%	70%
	Multi-family	10,000	800	100'	50%	55%
	All others not listed	10,000	-	100'	50%	55%

Minimum Setback Standards:

District	Building type	Front	Side		Rear
			Interior	Exterior	
R-4	All	20'	10'	20'	25'

Where a utility easement extends beyond the required setback, the edge of the utility easement shall be the setback.

Garage Setback Standards: *Applicable to attached and detached garages.*

Garage, Street Facing: 30 ft. from the property line the garage faces

Garage, Side- or Rear-loading: 20 ft. from the front property line

Garage, Alley Facing: 20 ft. from property line at alley

Accessory Structures & Uses: (i.e. garages, storage sheds, separate dwelling units)

	Detached Non-residential	Detached Accessory Dwelling	Attached Accessory Dwelling
% of floor area of primary structure	40%	50%	50%
Maximum footprint	720 sq. ft.	720 sq. ft.	-
Front setback	As required by the district	As required by the district	As required by the district
Side setback	7'	7'	As required by the district
Rear setback	7'	7'	As required by the district

On corner lots: Structure shall not project beyond the building line of the primary structure of existing primary structure on the adjacent lot.

Updated 08-31-2020

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

R-4, High Density Residential

Residential Tree Planting:

For newly constructed single and two-family residential structures: 1 shade tree planted in each yard adjacent to roadway and 1 shade tree planted in each right-of-way adjacent to roadway.

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two-family Residential facility - assisted living Residential facility - temporary shelter Recreation, Education & Assembly Library Park - mini Retail Mobile food vendor Services Child care - residential (4 children)	Agriculture and Animals Botanical garden Urban farm Residential Home occupation - type b Recreation, Education & Assembly Aquarium Community center Country club Educational facility Golf course Museum Religious facilities Services Adult day care Cemetery or mausoleum Child care - commercial Child care - residential (5-10 children) Lodging - bed & breakfast Public safety services Transportation / Utilities Utility facility Wireless communication facility (cell towers) Other Temporary uses	Residential Dwelling - accessory Home occupation - type a Transportation / Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential

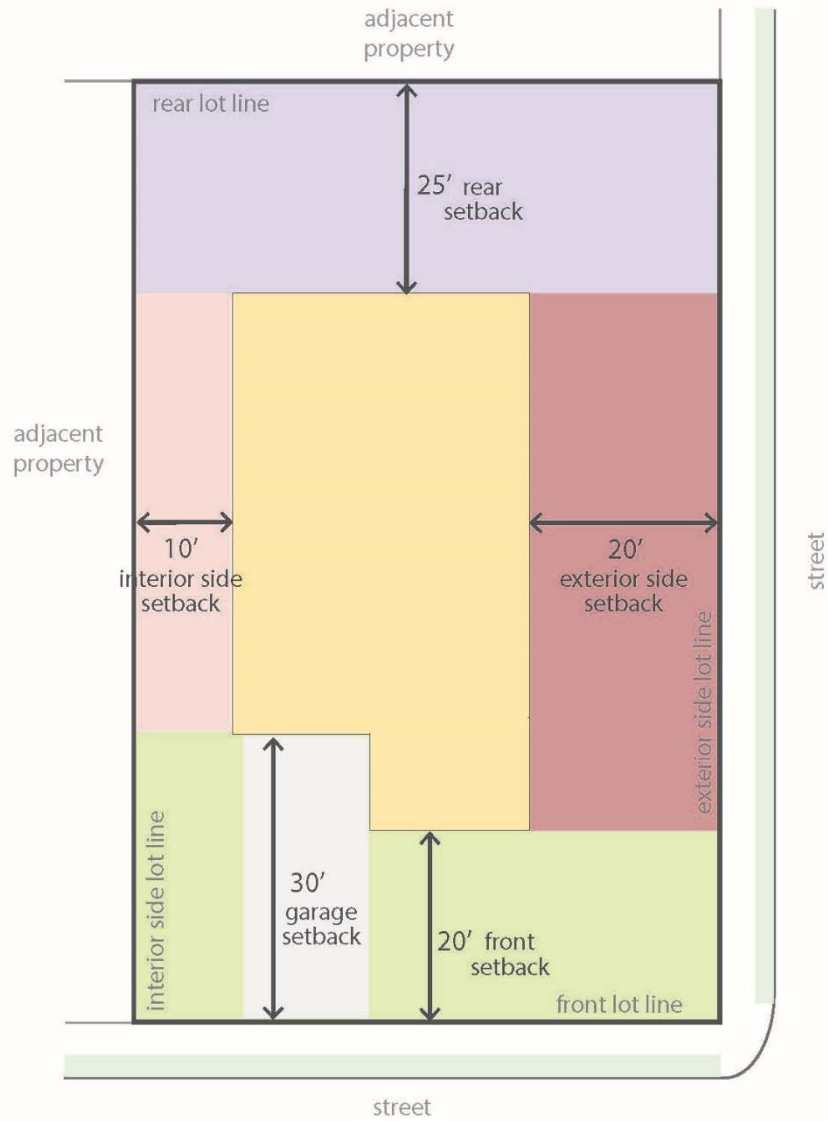
Updated 08-31-2020

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

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R-4, High Density Residential

Setback Illustration



Updated May 2020

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-4, HIGH DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0040).

WHEREAS, Seven HB Real Estate, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to R-4, High Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST, DESCRIBED AS BEGINNING 40 FEET NORTH OF THE NORTHEAST CORNER OF LOT 1 IN BLOCK 4 IN TWIN CITY HEIGHTS (REVISED) AS SHOWN IN PLAT RECORD "E" ON PAGE 32 OF THE RECORDS OF BENTON COUNTY, ARKANSAS, AND RUN NORTH 250 FEET; THENCE EAST 216 FEET; THENCE SOUTH 250 FEET; THENCE WEST 216 FEET TO THE POINT OF BEGINNING.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 6, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to R-4, High Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, Agricultural to R-4, High Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



ML-Res, LLC

412 NW A Street

PC Date: 10/6/2020

Reviewer: Brian Bahr, Planning Services Manager

Project Number	RZ20-0042
Applicant / Current Owner	Nancy Martin & Alan Lewis
Site Area	.21 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

412 NW A Street is located on NW A Street and NW 5th Street, both listed as a collector street on the current Master Street Plan. The property is zoned R-1, Single Family Residential. To the east, south and west is R-1, Single Family Residential and to the north R-2, Duplex and Patio Home, DN-2, Downtown Medium Density Residential, and R-1, Single Family Residential.

Relationship to the Bentonville Community Plan

412 NW A Street falls within Priority Area 1, Downtown Intensification. This site also falls within the Downtown Neighborhood Subarea Plan as Character Area 5, High-Density Residential. Areas immediately adjacent to the Downtown Core and Gateway Corridors planned for the highest density and range of housing types, including multi-family.

Public Comment

Staff has not received public comment on this rezoning.

Analysis

Extensive redevelopment of the commercial and residential properties that front NW A Street from NW 2nd Street to NW 5th Street has occurred. NW 5th Street has experienced similar growth along its frontage, generally from NE A Street to NW B Street. The majority of the redevelopment on NW 5th Street has been single-family homes either through remodel or tear down and rebuild. In their letter, the applicant states they plan to tear down the existing structure and rebuild with two single-family units and an ADU, Accessory Dwelling Unit.

Conclusion

The request for Medium Density Residential is not consistent with the Future Land Use Map, which identifies this area as High-Density Residential. The intended redevelopment is consistent with the Bentonville Community Plan, Priority Area 1, Downtown Intensification, and the Subarea Character Area 5.

August 18, 2020

**NARRATIVE STATEMENT ACCOMPANYING REZONING APPLICATION FOR 412
NW A STREET, BENTONVILLE, ARKANSAS**

Current Zoning Designation/Proposed Zoning Designation:

- Current Zoning Designation: R-1, Residential Single Family
- Proposed Zoning Designation: DN-2, Downtown Medium Density Residential
- Reason/Need For Zoning Change: Want to construct two residential dwelling units and an accessory dwelling unit on the site. The current zoning, R-1, does not allow this
- Current Owner: ML-Res, LLC (Alan Lewis and Nancy Martin)

Reason (need) for requesting zoning change: The current zoning designation (R-1) only permits one dwelling unit. The applicant wants to raze the existing structure and build two residential dwelling units and one accessory residential dwelling unit

Statement as to how the property will relate to surrounding properties: The property will relate well to surrounding properties. The applicant will construct tasteful, architecturally designed structures.

Use: The property will remain residential in use.

Traffic: The property is at the corner of NW A Street (collector) and NW 5th Street (collector).

Signage: There will be no signage, the property will be strictly residential.

Appearance: All structures to be placed on the property (assuming the rezoning is granted) will be architecturally designed. The applicant has built properties at 403 NW A Street, 701 NW D Street, and 703 NW D Street within the last five years. While the unit mix for this property will be different, good design is important to us.

Availability of Water/Sewer: As per the Water Department of the City of Bentonville, there is an eight-inch water line running along the front of the property on NW A Street. The property does not currently have sewer service and the applicant understands that before a building permit can be issued, a connection to a public main must be made. Bates & Associates, a civil engineering firm in Fayetteville, is working with the applicant and the City of Bentonville to accomplish this.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential



The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

Building Types Allowed:

District	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-2	•	•	•				

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-2	36 ft.	36 ft.	36 ft.	--	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-2	Single-family, alley access	4,000	-	40'	-	50%	55%
	Single-family, no alley access	5,000	-	50'	-	50%	55%
	Single-family attached unit	2,000	-	20'		-	-
	Single-family attached structure, alley access	4,000	-	40'	-	50%	55%
	Single-family attached structure, no alley access	5,000	-	50'	-	50%	55%
	Two-family, alley access	4,000	-	40'	-	50%	55%
	Two-family, no alley access	5,000	-	50'	-	50%	55%
	Townhouse unit	2,000	-	20'	-	-	-
	Townhouse structure	7,500	2,500	75'	-	60%	65%

Minimum Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-2	Single-family and Two-family	12'	25'	12'	25'	7'	0'	25'
	Townhouse block-end and all others not listed	12'	25'	12'	25'	10'	0'	25'

Residential Tree Planting:

For newly constructed single and two-family residential structures: 1 shade tree planted in each yard adjacent to roadway and 1 shade tree planted in each right-of-way adjacent to roadway.

Updated 08-31-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the alley.

Accessory Structures & Uses: (i.e. garages, storage sheds, separate dwelling units)

	Detached Non-residential	Detached Accessory Dwelling	Attached Accessory Dwelling
% of floor area of primary structure	40%	50%	50%
Maximum footprint	720 sq. ft.	720 sq. ft.	-
Front setback	As required by the district	As required by the district	As required by the district
Side setback	7'	7'	As required by the district
Rear setback	7'	7'	As required by the district

On corner lots: Structure shall not project beyond the building line of the primary structure of existing primary structure on the adjacent lot

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse – end block Dwelling - two-family	Agriculture and Animals Urban farm Residential Home occupation - type b Recreation, Education & Assembly Educational facility Museum Religious facilities Services Adult day care Cemetery or mausoleum Child care - residential (5-10 children) Lodging - bed & breakfast Public safety services Transportation / Utilities Utility facility Wireless communication facility (cell towers) Other Temporary uses	Agriculture and Animals Community garden Residential Dwelling – accessory Home occupation - type a Transportation Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential

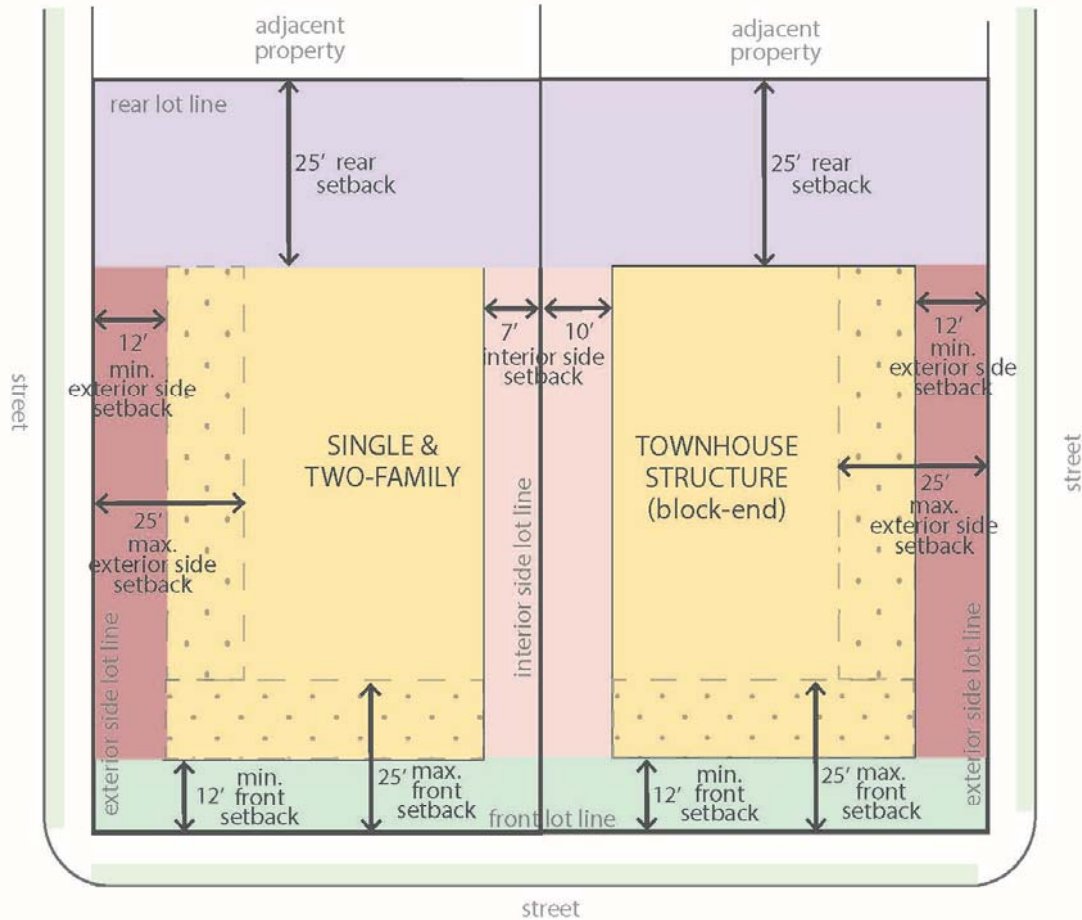
Updated 08-31-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential

Setback Illustration



Updated May 2020

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0042).

WHEREAS, ML Res, 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-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF OUT LOT 21 OF THE NE1/4 OF THE SE1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING 160.54 FEET NORTH AND 221.26 FEET WEST OF THE NE CORNER OF LOT 1, BLOCK 3, DEMING'S ADDITION TO BENTONVILLE, ARKANSAS, FOR THE POINT OF BEGINNING; THENCE NORTH 89°46'45" WEST 112.54 FEET, THENCE NORTH 01°42'35" WEST 80.29 FEET; THENCE SOUTH 89°55'40" EAST 113.0 FEET; THENCE SOUTH 01°22'42" EAST 80.57 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD OR OF FACT.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 6, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

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

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



405 SE 5th Street, LLC

405 SE 5th Street

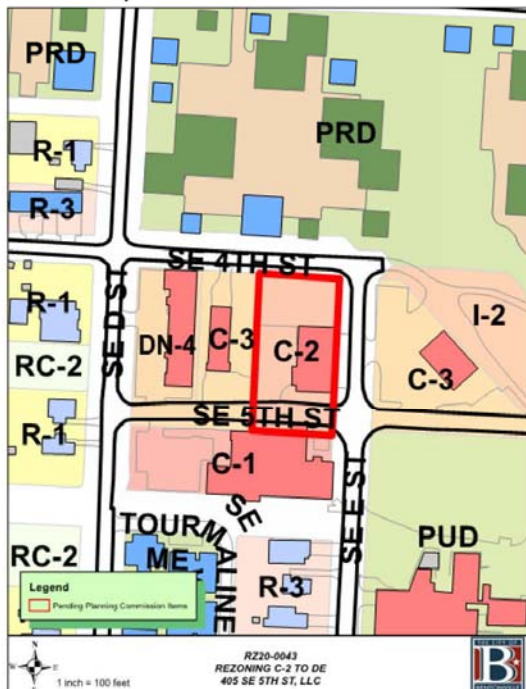
PC Date: 10/6/2020

Reviewer: Tyler Overstreet, Senior Planner, AICP

Project Number	RZ20-0043
Applicant / Current Owner	405 SE 5 th Street, LLC
Site Area	+/- .72 acres
Current Zoning	C-2, General Commercial
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	High Density Residential (HDR)

<https://arcg.is/08HvK8>

Location Map



Property Description

This property is located northwest of the intersection of SE 5th Street and SE E Street. The approximately 0.72-acre site currently contains a vacant industrial-style building. The building formerly contained a HVAC company.

The Future Land Use Plan currently depicts the property as High-Density Residential. Adjacent zoning districts are PRD, Planned Residential Development to the north, C-3, Mixed-Use Commercial to the east and west, and C-1, Neighborhood Commercial to the south. Current uses include restaurants to the east and south, offices to the west, and a future multi-family development to the north.

Relationship to the Bentonville Community Plan

High-Density Residential areas typically include apartments, condominium buildings, and other types of dense, residential uses. These areas may also include integrated amenities for residents and resident-oriented commercial uses.

The Downtown Neighborhood Subarea Plan, Districts Section, depicts this property within a Mixed-Use Residential Area. Downtown Mixed-Use Residential areas are described as uniquely able to blend non-residential uses with residential ones through the use of mixed-use and resident-oriented commercial development.

Surrounding uses in the area, such as the Momentary Planned Unit Development to the southeast and the City U Planned Residential Development to the north lend further credence to this area's function as a mixed-use residential district.

Public Comment

Staff has not received public comment regarding this request.

Analysis

The definition of the DE, Downtown Edge zoning district describes its potential as a buffer between the downtown core and residential uses. SE 5th Street and SE E Street both contain a variety of commercial uses in an otherwise residential area. The Downtown Edge zoning district could serve as a less intense commercial zoning district along these corridors as the area redevelops.

Conclusion

The presence of existing mixed-use and commercial developments, adjacent zoning districts, and Downtown Edge's potential as a less intense commercial district all lend credence to the rezoning request.

Staff recommends approval of the proposed rezoning.

405 SE 5th Street, LLC

P.O. Box 1860 Bentonville, AR 72712-1860 | 479.268.4157

August 18, 2020

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

Re: Rezoning Request for 405 SE 5th Street Narrative

Parcels 01-03587-000 located at 405 SE 5th Street owned by 405 SE 5th Street, LLC is currently zoned C-2. The proposed zoning designation is C-3. This is an existing 1 story, 6,000 square feet engineered metal building. The rezoning request is needed to convert this building, currently used as a storage facility, into a neighborhood restaurant with an outdoor patio for dining.

The surrounding properties have various zoning designations. The property to the east is zoned C-3, the property to the south is zoned C-1, the property to the west is zoned DN-4 and the properties to the north are zoned I-2. According to the Land Use Plan from Bentonville G.I.S, the subject property is High Density Residential with Downtown Commercial, Public/Semi-public and other HDR designated properties adjacent to it.

The proposed adaptive reuse project will allow this existing building to be reused for another purpose other than which it was originally built for. Rezoning this property to C-3 will allow the adaptive reuse process to better utilize the existing structure as well as the exterior areas. Any proposed signage on the building or site will meet the city signage ordinance.

The subject property is at the corner of SE 5th and SE E street and is 3 blocks from J Street, SE 8th Street and E. Central Ave. This location is easy to get to from several directions.

The existing building is served by existing water line and sanitary sewer line on the east side of the property on SE E Street.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DE, Downtown Edge



The Downtown Edge creates an area of transition between the Downtown Core with its retail emphasis and the lower density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed use allows retail, commercial, office and residential uses on all floors. Live/work housing, personal services and small offices are strongly evident in this district. Buildings are spaced closely, but are separated by setbacks.

Primary and Secondary Streets: Developments that face **primary streets** have specific regulations pertaining to the relationship between the building and the street. The designated **primary streets** in the downtown districts are: Central Avenue, SW A Street, SW 8th Street, and S. Main Street. All other streets in the downtown districts shall be considered **secondary streets**.

Minimum Height Required: No minimum

Maximum Height Allowed: 50 feet

Lot and Area Standards:

District	Building type	Lot area		Min. land area /dwelling unit (sq. ft.)	Lot width		Min. lot depth	Lot coverage	
		Min.	Max.		Min. lot width	Max. lot width		Min.	Max.
DE	All	None	None	-	None	None	-	None	80%

Setback Standards:

District	Building type	Front Yard		Side Yard		Rear			
		Min.	Max.	Min.	Max.	Adjacent to Residential		Adjacent to Non-residential	
						Min.	Max.	Min.	Max.
DE	Residential	-	20'	7'	-	12'	-	7'	-
	Nonresidential	-	0'	7'	-	12'	-	7'	-

Encroachment Standards:

District	Min. height clearance	Min. setback adjacent to a primary street	Min. setback adjacent to a secondary street
DE	8'	4'	6'

Applied to encroachments such as canopies, awnings and balconies.

Updated 02-11-20

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DE, Downtown Edge

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Chicken - hobby Community Garden Greenhouse Plant nursery Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two family Recreation, Education & Public Assembly Commercial recreation facility - indoor Commercial recreation facility - outdoor Community Center Cultural studio Library Park - mini Park - neighborhood Services Adult day care ATM machine Cemetery or mausoleum Child care - commercial Child care - residential (4 children) Child care - residential (5 – 10 children) Copy facilities Financial institution Governmental services facility Maintenance service Medical services - doctor office Medical services - laboratory Medical services - urgent care clinic Office - small scale (≤ 4,000 gsf) Personal services Postal services Repair services - household Retail Artisan shop Bakery Mobile food vendor Outdoor vending - private property Outdoor vending - public right-of-way Retail - small scale (≤ 4,000 gsf) Sidewalk café in public right-of-way	Agriculture and Animals Animal clinic Urban farm Residential Home occupation - type b Recreation, Education & Assembly Aquarium Arena / auditorium Conference / convention center Educational facility Event center Museum Religious facilities Services Lodging - bed & breakfast Lodging - hotel / motel Office/warehouse Public safety services Retail Bar, lounge or tavern Restaurant Transportation / Utilities Parking facility (as principal use) Utility facility Wireless communication facility (cell tower) Other Temporary uses	Residential Dwelling - accessory Home occupation - type a Transportation / Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential

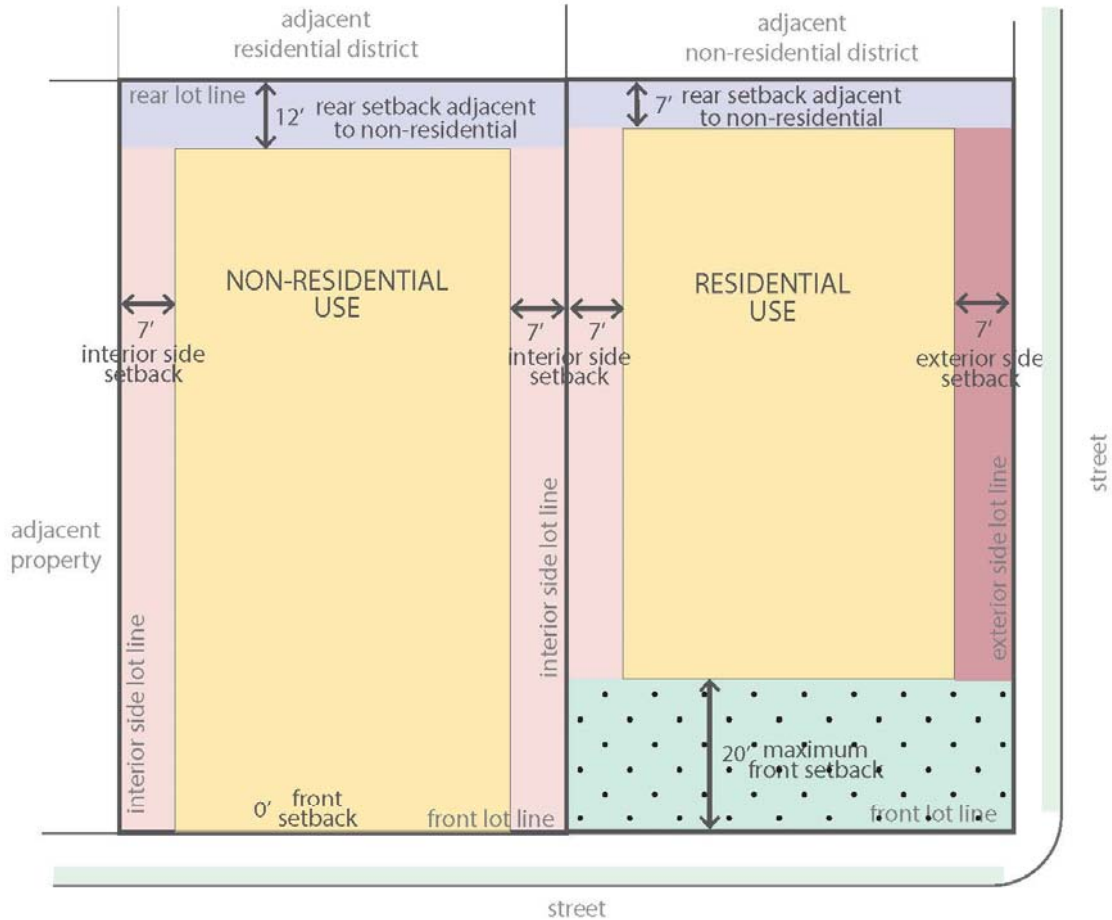
Updated 02-11-20

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DE, Downtown Edge

Setback Illustration



Updated May 2020

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-2, GENERAL COMMERCIAL TO DE, DOWNTOWN EDGE (PROJECT NUMBER: RZ20-0043).

WHEREAS, 405 SE 5th 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 C-2, General Commercial to DE, Downtown Edge to be used in accordance with city zoning laws and state laws, which property is described as follows:

TRACT "A", BLOCK "I", ORCHARD ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD BOOK 11 PAGE 281, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 6, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

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

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 to DE, Downtown Edge to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



Banwarth

407 SW C Street

PC Date: 10/6/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	RZ20-0044
Applicant / Current Owner	Hunter Banwrath
Site Area	+/- 0.39 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 407 SW C Street and is currently zoned R-1, Single Family Residential. Adjacent zonings are R-1, Single Family Residential to the north and west, RC-2, Central Residential-Moderate Density to the west, and DE, Downtown Edge to the south and east.

Relationship to the Bentonville Community Plan

The Future Land Use Plan for this area is Medium Density Residential. Chapter 5, Neighborhoods and Housing, of the Community Plan, classifies this area as a neighborhood of transition, where existing neighborhoods are experiencing redevelopment due to several factors, including the age or condition of housing, proximity to other amenities, or the cost of the land. Goals within this section include providing various housing types to meet the spectrum of demands from Bentonville's diverse population. The intent is also to improve the character of the existing neighborhoods and ensure that future neighborhoods reflect a compatible and high level of design.

Public Comment

Staff HAS NOT received comment regarding this request.

Analysis

This property is located in an area experiencing redevelopment and zoning changes to support a variety of housing options. The area currently supports duplex, single-family, and small-scale townhomes. This area will continue to infill new homes on existing vacant lots and redevelop when the existing housing stock has reached the end of use. The overall trend has been infill and redevelopment. Public sewer and water are readily available to this property.

Conclusion

The Bentonville Community Plan's Chapter 5, Neighborhoods and Housing, and the Future Land Use Map support this zoning request. Staff has reviewed this application and recommends approval.



James Layout Services, LLC

*PO Box 611 Farmington, Arkansas 72730
(479) 445-7731
jameslayoutservices@yahoo.com*

*8/31/2020
Planning Department
City of Bentonville
315 S.W. "A" St.
Bentonville, AR 72712*

***Re: 407 S.W. "C" St.
Bentonville, AR 72712
Rezoning Request***

We are representing a request by Hunter Banwarth to rezone the property located at 407 SW C Street. The property currently has a home/garage and the owner would like to split the property in to two lots and demolish the existing home and build a house on each lot. Please find below the narrative addressing the required items under the Rezoning Checklist.

- The property is currently zoned R-1 Single Family Residential. The proposed zoning is DN-2 Down Town Medium Residential.*
- The rezone is requested so that the client can create two lots of the parcel that will be submitted as a lot Split after the rezone is approved.*
- The proposed rezone will allow the property to be split in two lots. After the rezone and lot split is approve the client would like to build a house on each lot.*
- Sewer line and Water line runs North and South along NW C Street.*

*Sincerely,
James Layout Services, LLC*

***Nick Rumancik
Field Operation Manager***

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

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DN-2, Downtown Medium Density Residential



The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

Building Types Allowed:

District	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-2	•	•	•				

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-2	36 ft.	36 ft.	36 ft.	--	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-2	Single-family, alley access	4,000	-	40'	-	50%	55%
	Single-family, no alley access	5,000	-	50'	-	50%	55%
	Single-family attached unit	2,000	-	20'		-	-
	Single-family attached structure, alley access	4,000	-	40'	-	50%	55%
	Single-family attached structure, no alley access	5,000	-	50'	-	50%	55%
	Two-family, alley access	4,000	-	40'	-	50%	55%
	Two-family, no alley access	5,000	-	50'	-	50%	55%
	Townhouse unit	2,000	-	20'	-	-	-
	Townhouse structure	7,500	2,500	75'	-	60%	65%

Minimum Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-2	Single-family and Two-family	12'	25'	12'	25'	7'	0'	25'
	Townhouse block-end and all others not listed	12'	25'	12'	25'	10'	0'	25'

Residential Tree Planting:

For newly constructed single and two-family residential structures: 1 shade tree planted in each yard adjacent to roadway and 1 shade tree planted in each right-of-way adjacent to roadway.

Updated 08-31-20

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DN-2, Downtown Medium Density Residential

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the alley.

Accessory Structures & Uses: (i.e. garages, storage sheds, separate dwelling units)

	Detached Non-residential	Detached Accessory Dwelling	Attached Accessory Dwelling
% of floor area of primary structure	40%	50%	50%
Maximum footprint	720 sq. ft.	720 sq. ft.	-
Front setback	As required by the district	As required by the district	As required by the district
Side setback	7'	7'	As required by the district
Rear setback	7'	7'	As required by the district

On corner lots: Structure shall not project beyond the building line of the primary structure of existing primary structure on the adjacent lot

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse – end block Dwelling - two-family	Agriculture and Animals Urban farm Residential Home occupation - type b Recreation, Education & Assembly Educational facility Museum Religious facilities Services Adult day care Cemetery or mausoleum Child care - residential (5-10 children) Lodging - bed & breakfast Public safety services Transportation / Utilities Utility facility Wireless communication facility (cell towers) Other Temporary uses	Agriculture and Animals Community garden Residential Dwelling – accessory Home occupation - type a Transportation Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential

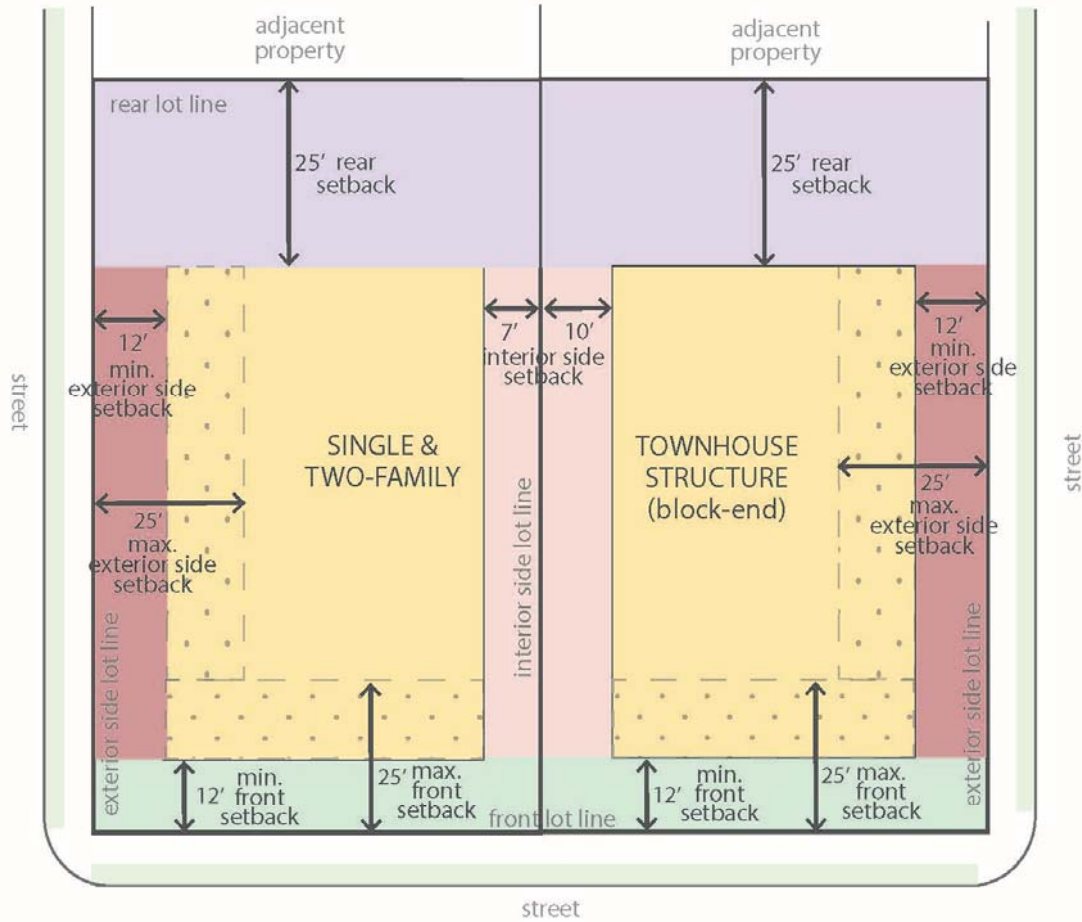
Updated 08-31-20

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DN-2, Downtown Medium Density Residential

Setback Illustration



Updated May 2020

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0044).

WHEREAS, Hunter Banwarth duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 1 SHELLFISH SUBDIVISION TO BENTONVILLE, BENTON COUNTY, AR AS SHOWN ON PLAT RECORD BOOK & PAGE L202026988, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 6, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

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

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

Rezoning Narrative
901, 903, 905 SE 4th Street

Current Zoning Designation: R-1 Single Family Residential

Proposed Zoning Designation: DN-3- Downtown High Density Residential

Explanation: Newell Development, LLC (project developer) proposes to rezone the properties located at:
901 SE 4th Street (01-02484-000)
903 SE 4th Street (01-02483-000)
905 SE 4th Street (01-02482-000)
in order to develop a real estate project in compliance with the DN development standards.

The current owners listed below endeavor to sell their properties to Randall Hinton LLC:
Jess F. Campbell, 901 SE 4th Street (01-02484-000)
Wanda Mae Meeks, 903 SE 4th Street (01-02483-000)
Darrell R. Meeks & Carrie L. Meeks, 905 SE 4th Street (01-02482-000)

Reason to Rezone: The rezone would allow for future owners to build three story medium density housing in the SE Downtown Area adjacent to the Market District.

Statement of how the property will relate to surrounding properties: The development proposed for the property will add additional options to the increasing number of multi-family projects in the Market District and SE downtown area as well as contribute to the SE Area Downtown Plan in terms of "redevelopment and rehabilitation and the addition of medium density residential uses that are compatible with the existing residential types." - SE Downtown Area Plan

Use: The multi-family residential development will complement the SE Downtown Area Plan by providing "greater numbers of people who live in the area who can patron businesses and restaurants. It provides a variety in housing type for people who prefer something other than the traditional single-family home. It also provides opportunities for housing at a variety of price points." -SE Downtown Area Plan

Traffic: The additional units should not impact current traffic patterns and will encourage more pedestrian and bicycle traffic within the district.

Signage: None proposed at this time.

Appearance: Development will fit in form and scale of the SE side of downtown Bentonville and will work within the zoning standards.

Water/ Sewer/ Electric: On-Site

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DN-3, Downtown High Density Residential



The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

Building Types Allowed:

	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-3	•	•	•	•	•		

Height Standards:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-3	40 ft.	40 ft.	40 ft.	40 ft.	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-3	Single-family, alley access	4,000	-	40'	-	50%	55%
	Single-family, no alley access	5,000	-	50'	-	50%	55%
	Single-family attached unit	2,000	-	20'		-	-
	Single-family attached structure, alley access	4,000	-	40'	-	50%	55%
	Single-family attached structure, no alley access	5,000	-	50'	-	50%	55%
	Two-family, alley access	4,000	-	40'	-	50%	55%
	Two-family, no alley access	5,000	-	50'	-	50%	55%
	Townhouse unit	2,000	-	20'	-	-	-
	Townhouse structure	6,000	2,000	60'	-	65%	70%
	Multi-family and all others not listed	10,000	800	100'	-	65%	70%

Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-3	Single-family and Two-family	10'	20'	10'	20'	7'	0'	25'
	Townhouse	10'	20'	10'	20'	10'	0'	25'
	Multi-family block-end and others not listed	10'	20'	10'	20'	10'	0'	15'

Updated 08-31-20

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DN-3, Downtown High Density Residential

Residential Tree Planting:

For newly constructed single and two-family residential structures: 1 shade tree planted in each yard adjacent to roadway and 1 shade tree planted in each right-of-way adjacent to roadway.

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the alley.

Accessory Structures & Uses: (i.e. garages, storage sheds, separate dwelling units)

	Detached Non-residential	Detached Accessory Dwelling	Attached Accessory Dwelling
% of floor area of primary structure	40%	50%	50%
Maximum footprint	720 sq. ft.	720 sq. ft.	-
Front setback	As required by the district	As required by the district	As required by the district
Side setback	7'	7'	As required by the district
Rear setback	7'	7'	As required by the district

On corner lots: Structure shall not project beyond the building line of the primary structure of existing primary structure on the adjacent lot

Updated 08-31-20

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DN-3, Downtown High Density Residential

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family - end block Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - townhouse or rowhouse - end block Dwelling - two-family Residential facility - assisted living Recreation, Education & Assembly Park - mini Park - neighborhood Services Child care - residential (4 children)	Agriculture and Animals Urban farm Residential Home occupation - type b Recreation, Education & Assembly Cultural studio Educational facility Museum Religious facilities Services Adult day care Cemetery or mausoleum Child care - commercial Child care - residential (5-10 children) Lodging - bed & breakfast Medical service – doctor office Office - small scale (≤ 4,000 gsf) Personal services Public safety services Retail Artisan shop Bakery Convenience store that sells beer and/or light wine for off-site consumption Retail – small scale (≤ 4,000 gsf) Transportation / Utilities Utility facility Wireless communication facility (cell towers) Other Temporary uses	Agriculture and Animals Community garden Residential Dwelling - accessory Home occupation - type a Transportation / Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential

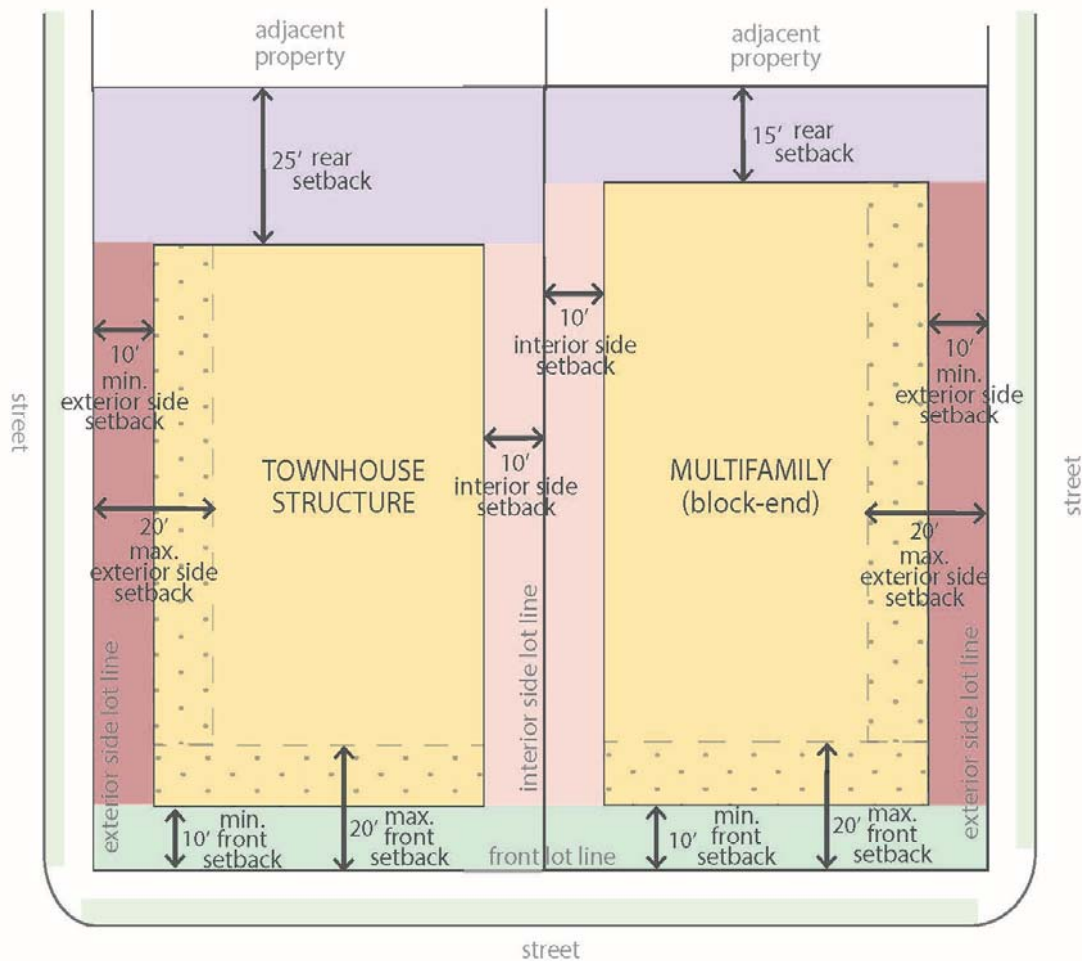
Updated 08-31-20

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DN-3, Downtown High Density Residential

Setback Illustration



Updated May 2020

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0045).

WHEREAS, Jess Campbell, Darrell Meeks, and Wanda Meeks 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 DN-3, Downtown High Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 15, OF THE 2ND EAST SIDE ADDITION, A SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD BOOK "F" AT PAGE 21. AND LOT 14 EAST SIDE 2ND ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, COMMONLY KNOWN AS 903 SE 4TH, BENTONVILLE, ARKANSAS 71712. AND LOT 13, EAST SIDE 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 6, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential.

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	Planning
Submitted by	Ellen Norvell
Phone	(479)271-6822

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
An ordinance extending the placement of tables, chairs and other items on City of Bentonville public on-street parking spaces adjacent to downtown business establishments from January 1, 2021 to April 30, 2021.					

Estimated Cost	0
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE PLACEMENT OF TABLES, CHAIRS AND OTHER ITEMS ON CITY OF BENTONVILLE PUBLIC ON-STREET PARKING SPACES ADJACENT TO DOWNTOWN BUSINESS ESTABLISHMENTS FROM JANUARY 1, 2021 TO APRIL 30, 2021 AND DECLARING AN EMERGENCY.

WHEREAS, on March 11, 2020, Governor Asa Hutchinson declared a public health emergency in the State of Arkansas due to the COVID-19 pandemic, and the emergency restrictions curbed local establishments' ability to conduct business in order to protect the public from exposure to Coronavirus; and

WHEREAS, the Bentonville City Council adopted Ordinance No. 2020-130 approving the placement of tables, chairs and other items on City of Bentonville public on-street parking spaces adjacent to downtown business establishments through January 1, 2021.

WHEREAS, the State of Arkansas is still in the midst of the Covid-19 pandemic with emergency restrictions still in place; and

WHEREAS, the City Council desires to support and assist Bentonville establishments so that they may increase their sales, provide food and drink to their patrons and produce revenue and jobs to help the economy while maintaining social distancing requirements.

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

Section 1. That Ordinance No. 2020-130, Sec. 4 is hereby amended to read: *This ordinance shall expire at 11:00 p.m. on April 30, 2021 or when Governor Asa Hutchinson lifts the emergency restrictions, whichever comes first.*

Section 2. That this Ordinance is necessary to preserve the public peace, health, safety and welfare, and because of such, an emergency is declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

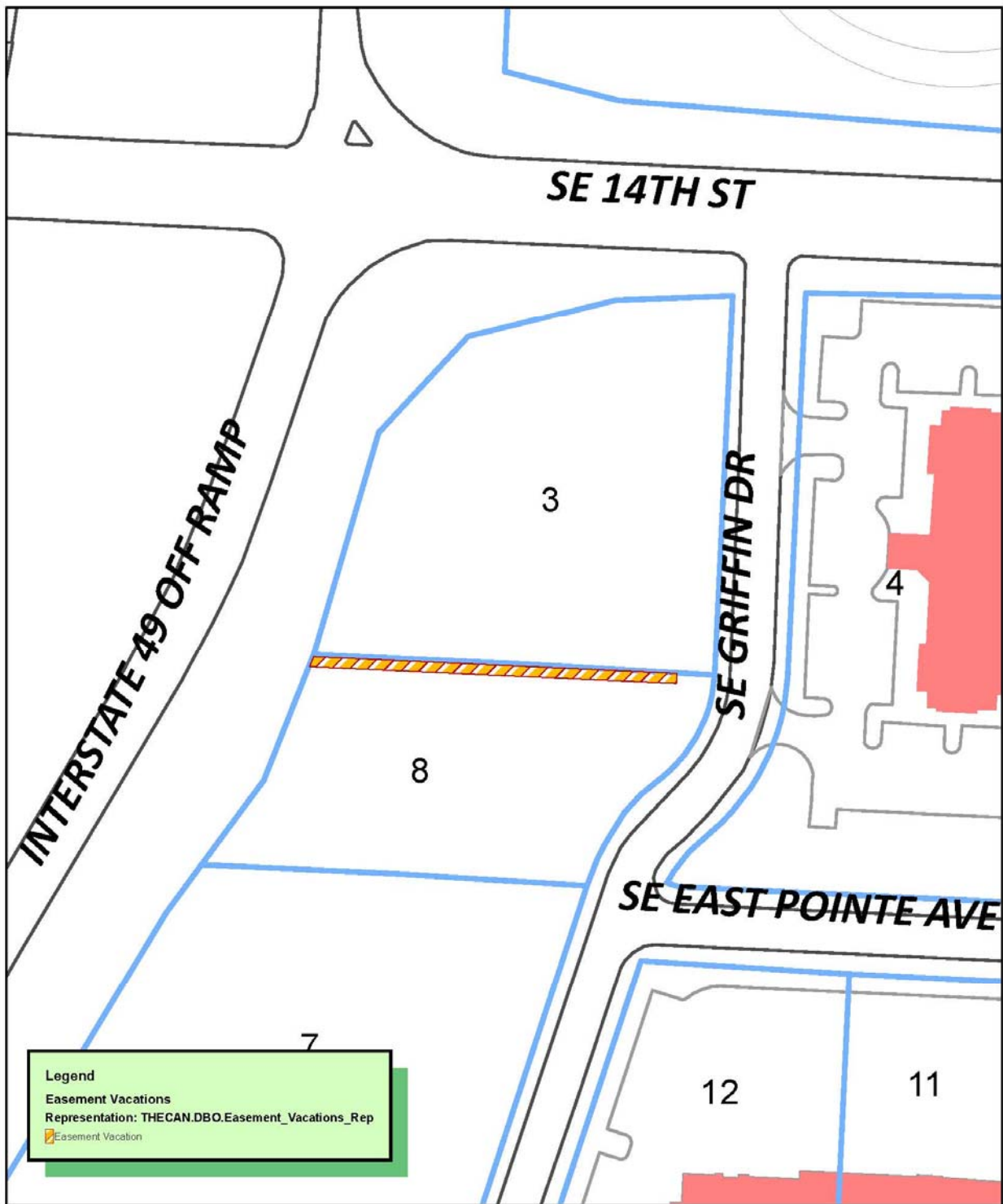
Item Type: Resolution to set public hearing					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Public hearing and ordinance vacating a Utility Easement requested for LOT 8 of Griffin Addition (VAC20-0012).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





1 inch = 83 feet

VAC20-0012
Easement Vacation



ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 8
OF GRIFFIN ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON
COUNTY ARKANSAS (VAC20-0012).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Ozark CEI Engineering 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:

A portion of Lot 8 of Griffin Addition to the City of Bentonville, Arkansas per Plat Book 22L, Page 30 in the public records of Benton County, Arkansas, being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" rebar with a cap stamped #1181 at a point on the West Right-of-Way line of SE Griffin Drive and the Southeast corner of Lot 3 of Griffin Addition to the City of Bentonville, Arkansas per Plat Book 18, Page 182 in the public record of Benton County Arkansas, also being the Northeast corner of said Lot 8;
THENCE leaving said West Right-of-Way line and with the common line of said Lots 3 and 8, North 87°21'48" West 26.00 feet to the POINT OF BEGINNING;

THENCE with said common line, South 02°39'40" West 7.00 feet;
THENCE leaving said common line, North 87°21'48" West, 251.92 feet to a point on the East Right-of-Way line of I-49, also being a point on the West line of aforementioned Lot 8;
THENCE with said East Right-of-Way line North 21°38'30" East, 7.40 feet to the Southwest corner of aforementioned Lot 3, also being the Northwest corner of said Lot 8;
THENCE with aforementioned common of line of said Lots 3 and 8, South 87°21'48" East, 249.51 feet to the POINT OF BEGINNING and containing 1,755 square feet or 0.04 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 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:

A portion of Lot 8 of Griffin Addition to the City of Bentonville, Arkansas per Plat Book 22L, Page 30 in the public records of Benton County, Arkansas, being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" rebar with a cap stamped #1181 at a point on the West Right-of-Way line of SE Griffin Drive and the Southeast corner of Lot 3 of Griffin Addition to the City of Bentonville, Arkansas per Plat Book 18, Page 182 in the public record of Benton County Arkansas, also being the Northeast corner of said Lot 8;
THENCE leaving said West Right-of-Way line and with the common line of said Lots 3 and 8, North 87°21'48" West 26.00 feet to the POINT OF BEGINNING;

THENCE with said common line, South 02°39'40" West 7.00 feet;
THENCE leaving said common line, North 87°21'48" West, 251.92 feet to a point on the East Right-of-Way line of I-49, also being a point on the West line of aforementioned Lot 8;
THENCE with said East Right-of-Way line North 21°38'30" East, 7.40 feet to the Southwest corner of aforementioned Lot 3, also being the Northwest corner of said Lot 8;
THENCE with aforementioned common of line of said Lots 3 and 8, South 87°21'48" East, 249.51 feet to the POINT OF BEGINNING and containing 1,755 square feet or 0.04 acres, more or less.

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.

Kirby Romines, City Clerk and
Recorder for the City of Bentonville,
Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

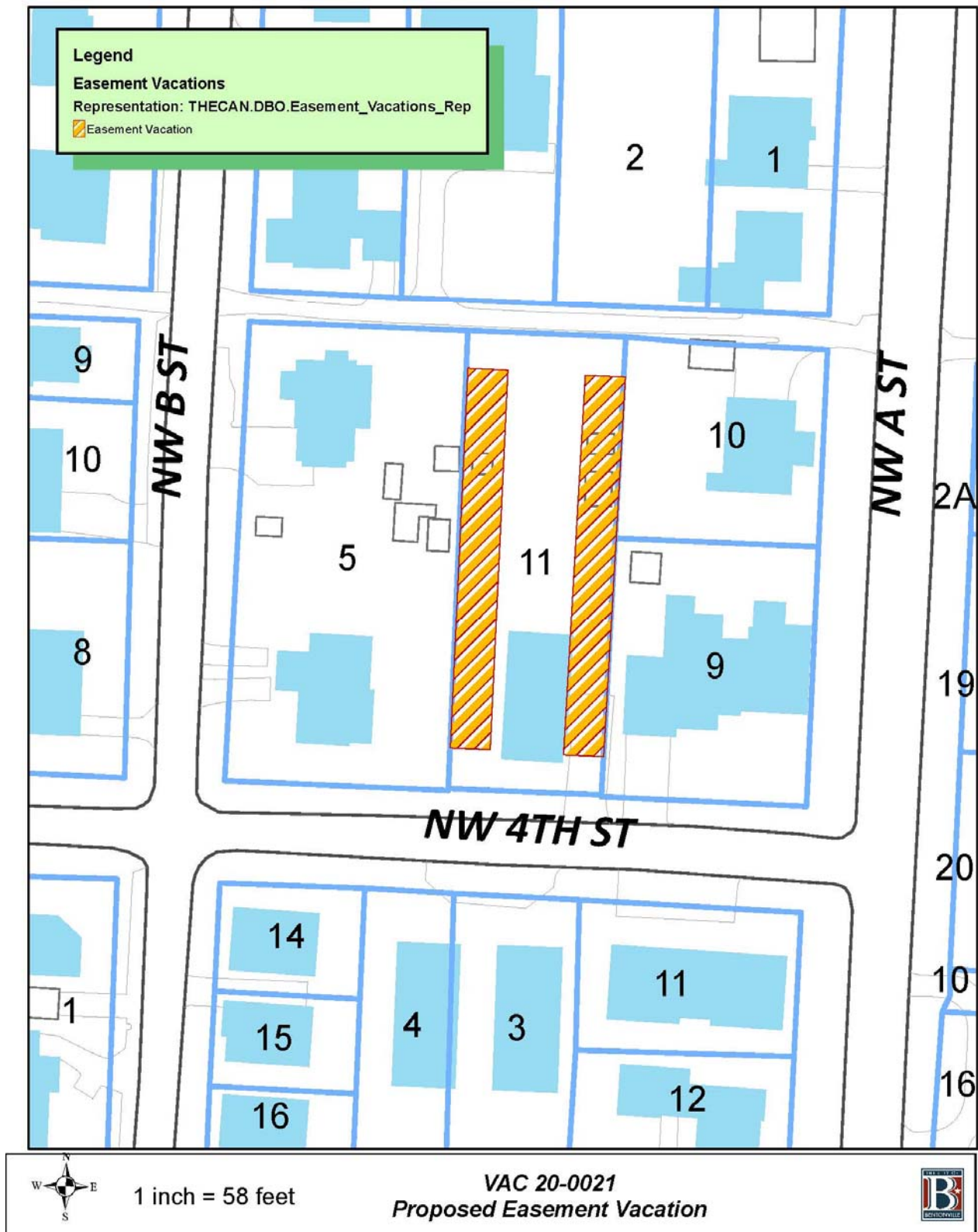
Item Type: Resolution to set public hearing					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Public hearing and ordinance vacating a Utility Easement requested for LOT 11 of Demings Addition (VAC20-0021).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





ORDINANCE NO _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 11
OF DEMINGS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON
COUNTY ARKANSAS (VAC20-0021).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Ozark CEI Engineering 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:

VACATING A PORTION OF AN EXISTING 20' UTILITY EASEMENT ALONG THE EAST SIDE OF LOT 11, DEMINGS ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF SAID LOT 11, THENCE N03°16'34"E A DISTANCE OF 20.00' TO THE TRUE POINT OF BEGINNING; THENCE N87°28'12"W A DISTANCE OF 20.00'; THENCE N03°16'34"E A DISTANCE OF 190.00'; THENCE S87°27'23"E A DISTANCE OF 20.00'; THENCE S03°16'34"W A DISTANCE OF 190.00'; TO THE POINT OF BEGINNING, CONTAINING 0.087 ACRES MORE OR LESS.

ALSO

VACATING A PORTION OF AN EXISTING 20' UTILITY EASEMENT ALONG THE WEST SIDE OF SAID LOT 11, DEMINGS ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF SAID LOT 11, THENCE N03°16'34"E A DISTANCE OF 20.00'; THENCE N87°28'12"W A DISTANCE OF 56.71' TO THE TRUE POINT OF BEGINNING; THENCE N87°28'12"W A DISTANCE OF 20.00'; THENCE N02°39'21"E A DISTANCE OF 190.00'; THENCE S87°27'23"E A DISTANCE OF 20.00'; THENCE S02°39'21"W A DISTANCE OF 190.00' TO THE POINT OF BEGINNING, CONTAINING 0.087 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 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:

VACATING A PORTION OF AN EXISTING 20' UTILITY EASEMENT ALONG THE EAST SIDE OF LOT 11, DEMINGS ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF SAID LOT 11, THENCE N03°16'34"E A DISTANCE OF 20.00' TO THE TRUE POINT OF BEGINNING; THENCE N87°28'12"W A DISTANCE OF 20.00'; THENCE N03°16'34"E A DISTANCE OF 190.00'; THENCE S87°27'23"E A DISTANCE OF 20.00'; THENCE S03°16'34"W A DISTANCE OF 190.00'; TO THE POINT OF BEGINNING, CONTAINING 0.087 ACRES MORE OR LESS.

ALSO

VACATING A PORTION OF AN EXISTING 20' UTILITY EASEMENT ALONG THE WEST SIDE OF SAID LOT 11, DEMINGS ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF SAID LOT 11, THENCE N03°16'34"E A DISTANCE OF 20.00'; THENCE N87°28'12"W A DISTANCE OF 56.71' TO THE TRUE POINT OF BEGINNING; THENCE N87°28'12"W A DISTANCE OF 20.00'; THENCE N02°39'21"E A DISTANCE OF 190.00'; THENCE S87°27'23"E A DISTANCE OF 20.00'; THENCE S02°39'21"W A DISTANCE OF 190.00' TO THE POINT OF BEGINNING, CONTAINING 0.087 ACRES MORE OR LESS.

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.

Kirby Romines, City Clerk and
Recorder for the City of Bentonville,
Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

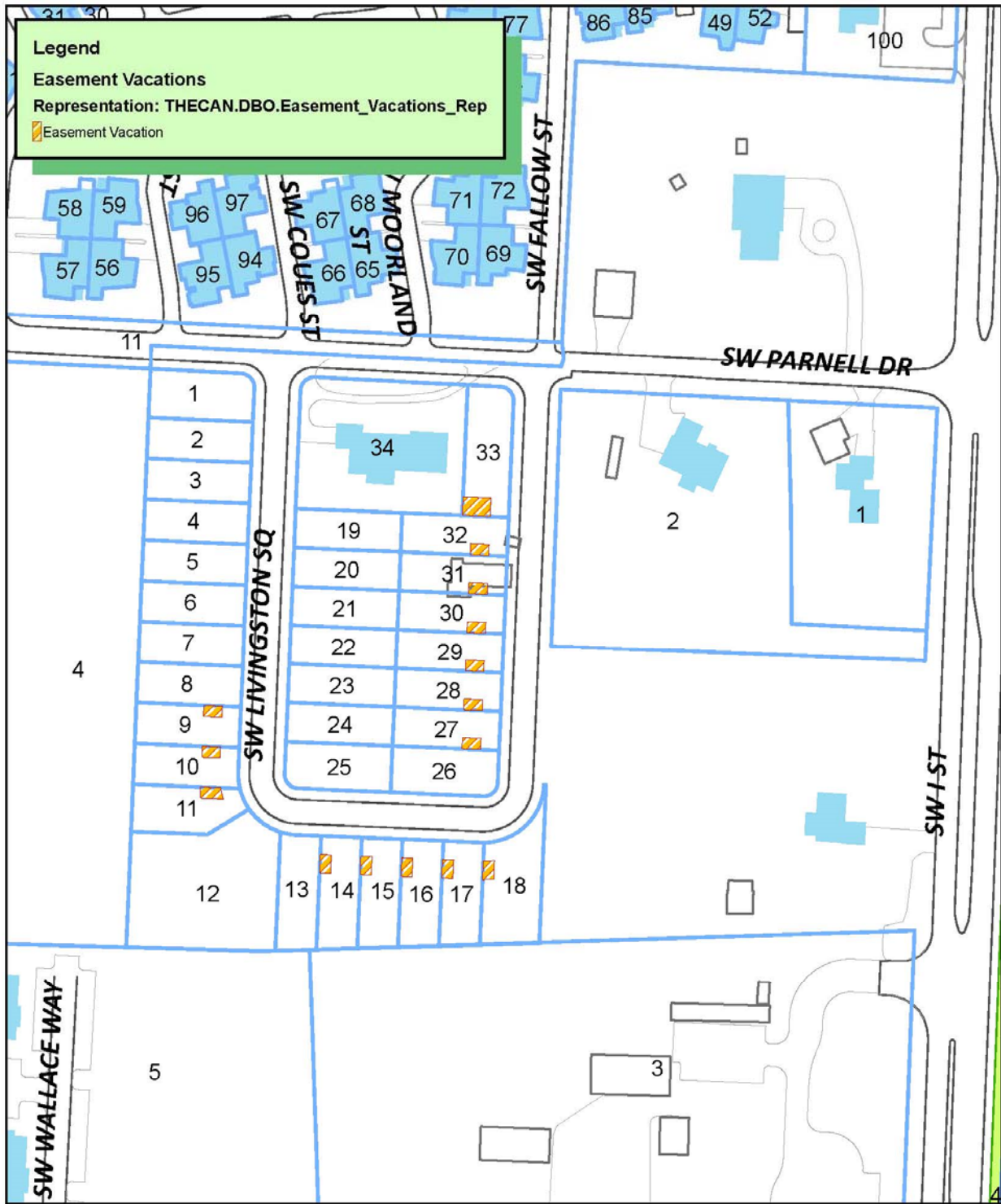
Item Type: Resolution to set public hearing					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution setting a public hearing for October 27, 2020 for a Utility Easement Vacation requested for multiple (15) lots at Livingston Square Subdivision (VAC20-0023).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
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VAC20-0023
 Stephanie & Jamal Parker
 Easement Vacation

1 inch = 131 feet

IB
 BENTONVILLE

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 Earthplan Design Alternatives requesting a utility easements vacation (VAC20-0023) within the City of Bentonville, Arkansas be vacated, which said utility easements is described as follows:

Easement Vacation Request 1:

Part of Lot 9 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:

Commencing at the Northwest Corner of Lot 8 of said PE Livingston Square Subdivision, thence South 56°29'26" East, a distance of 85.13 feet to the POINT OF BEGINNING; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet; thence North 02°23'22" East, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 2:

Part of Lot 10 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:

Commencing at the Northwest Corner of Lot 8 of said PE Livingston Square Subdivision, thence South 37°14'32" East, a distance of 114.26 feet to the POINT OF BEGINNING; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet; thence North 02°23'22" East, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 3:

Part of Lot 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:

Commencing at the Northwest Corner of Lot 8 of said PE Livingston Square Subdivision, thence South 26°30'54" East, a distance of 150.78 feet to the POINT OF BEGINNING; thence South

87°36'38" East, a distance of 21.73 feet to the point of curve of a non tangent curve to the left, having a radius of 84.15 feet, an arc distance of 12.49 feet, a chord bearing South 13°29'13" East a distance of 12.48 feet.; thence North 87°36'38" West, a distance of 25.14 feet; thence North 02°23'22" East, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 279 square feet or 0.01 acres, more or less.

Easement Vacation Request 4:

Part of Lot 14 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:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 29°33'17" East, a distance of 96.37 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'48" East, a distance of 12.00 feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'50" West, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 5:

Part of Lot 15 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:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 48°07'59" East, a distance of 122.87 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'48" East, a distance of 12.00 feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'48" West, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 6:

Part of Lot 16 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:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 59°22'53" East, a distance of 157.41 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'48" East, a distance of 12.00

feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'48" West, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 7:

Part of Lot 17 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:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 66°24'48" East, a distance of 195.78 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'50" East, a distance of 12.00 feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'48" West, a distance of 12.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 8:

Part of Lot 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:

Commencing at the Southwest Corner of Lot 13 of said PE Livingston Square Subdivision, thence North 71°05'14" East, a distance of 236.13 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.01 feet to the point of curve of a non tangent curve to the left, having a radius of 85.00 feet, an arc distance of 12.08 feet, a chord bearing North 86°17'46" East a distance of 12.07 feet.; thence South 02°23'22" West, a distance of 20.26 feet to the point of curve of a non tangent curve to the right, having a radius of 105.00 feet, an arc distance of 12.05 feet, a chord bearing South 87°27'51" West a distance of 12.04 feet. to the POINT OF BEGINNING.

Containing 241 square feet or 0.01 acres, more or less.

Easement Vacation Request 9:

Part of Lot 27 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:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 58°41'57" East, a distance of 90.14 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00

feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 10:

Part of Lot 28 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:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 41°34'37" East, a distance of 118.70 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 11:

Part of Lot 29 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:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 31°37'31" East, a distance of 153.56 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 12:

Part of Lot 30 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:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 25°28'12" East, a distance of 191.31 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 13:

Part of Lot 31 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:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 21°22'28" East, a distance of 230.54 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 14:

Part of Lot 32 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:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 18°28'49" East, a distance of 270.60 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 12.00 feet; thence South 87°36'38" East, a distance of 20.00 feet; thence South 02°23'22" West, a distance of 12.00 feet; thence North 87°36'38" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 240 square feet or 0.01 acres, more or less.

Easement Vacation Request 15:

Part of Lot 33 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:

Commencing at the Southwest Corner of Lot 26 of said PE Livingston Square Subdivision, thence North 14°31'22" East, a distance of 308.90 feet to the POINT OF BEGINNING; thence North 02°23'22" East, a distance of 20.00 feet; thence South 87°36'38" East, a distance of 30.07 feet; thence South 02°23'22" West, a distance of 20.00 feet; thence North 87°36'38" West, a distance of 30.07 feet to the POINT OF BEGINNING.

Containing 752 square feet or 0.02 acres, more or less.

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 easements is set for a hearing on October 27, 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.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

Item Type: Resolution to set public hearing					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution setting a public hearing for October 27, 2020 for a Utility Easement Vacation requested for LOT 10 of Ivy Place Subdivision (VAC20-0024).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Joesph & Lori Robertson requesting a utility easement vacation (VAC20-0024) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A 25' easement squarely off the North side of Lot 10 Ivy Place Block 1 Lots 1-35 and as shown on Plat Record Book 17 Page 270 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 close the above described utility easement is set for a hearing on October 27, 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.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

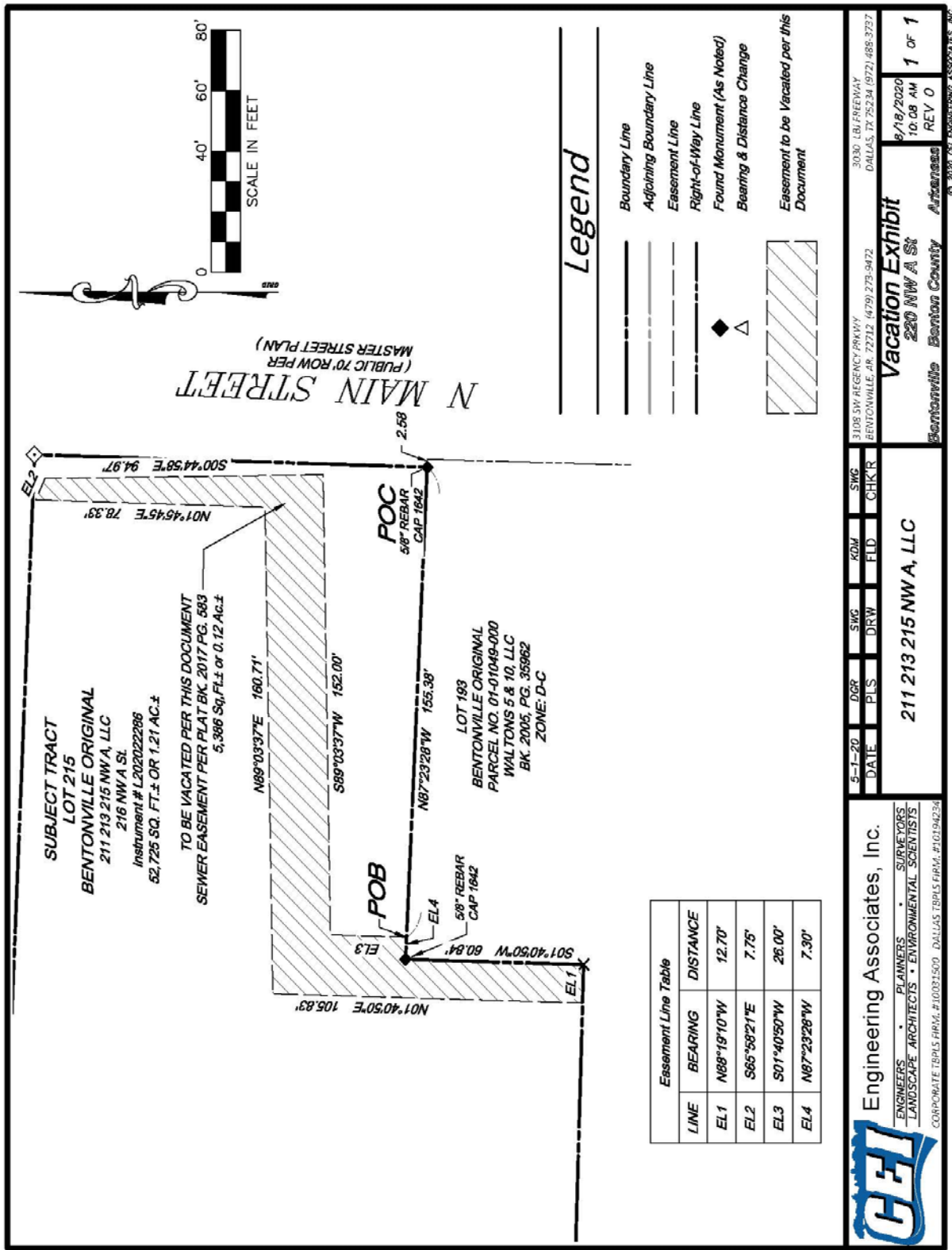
Item Type: Resolution to set public hearing					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution setting a public hearing for October 27, 2020 for a Utility Easement Vacation requested for of Lot 215 of the Original Town (VAC20-0025).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by CEI Engineering requesting a utility easement vacation (VAC20-0025) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A Sewer Easement to be vacated, being a Part of Lot 215 of the Original Town of Bentonville, Benton County, Arkansas recorded in Instrument #L202022286 being known as, and being described by metes and bounds from an on-the-ground survey based on bearings established using NAD83, performed on 1-27-20 by CEI Engineering Associates, Inc. as follows:

COMMENCING at a found 5/8" Rebar cap 1642, being the Southeast corner of Lot 215 of Bentonville Original, Instrument # L202022286;
THENCE North 87°23'28" West along the South boundary of said Lot 215, a distance of 155.38 feet to the POINT OF BEGINNING;
THENCE North 87°32'28" West, a distance of 7.30 feet to a 5/8-inch rebar being the Northwest corner of Lot 193 of Bentonville Original;
THENCE leaving said South boundary line and along the West boundary line of said Lot 193, South 01°40'50" West, a distance of 60.84 feet;
THENCE North 88°19'10" West, a distance of 12.70 feet;
THENCE North 01°40'50" East, a distance of 105.83 feet;
THENCE North 89°03'37" East, a distance of 160.71 feet;
THENCE North 01°45'45" East, a distance of 78.33 feet;
THENCE South 65°58'21" East, a distance of 7.75 feet;
THENCE South 00°44'58" West, a distance of 94.97;
THENCE South 89°03'37" West a distance of 152.00 feet;
THENCE South 01°40'50" West a distance of 26.00 feet to the POINT OF BEGINNING;
containing 5,386 square feet or 0.12 acres, more or less.

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 October 27, 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.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	Engineering
Submitted by	Dan Weese, City Engineer
Phone	(479) 271-3168

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to enter into an amendment to the original 2009 agreement with Morrison-Shipley Engineers, Inc. for professional services for additional survey, drainage/flood study, design, easement preparation, and construction phase services related to the South Main Street Project.					

Estimated Cost	\$234,295
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	
The funding will come from the Street Bond Account. The Project Code is 20ST000007; Project Type is CNST; Department is 3810.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memorandum



To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Tuesday, October 06, 2020

Re: Amendment #7 to Agreement with Morrison-Shipley Engineers, Inc. for the South Main Street Project

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amendment to the original 2009 agreement with Morrison-Shipley Engineers, Inc. for professional services for additional survey, drainage/flood study, design, easement preparation, and construction phase services as specified in the attached amendment. This amendment is the result of additional scope necessitated to provide drainage from South Main Street to Town Branch Creek. The routing previously believed to be feasible and directed by the City was found to be impossible due to multiple utility conflicts and inadequate infrastructure to convey the flow. The additional construction phase services are required for the expanded scope to provide adequate construction oversight and support to the City of Bentonville through the construction duration.

The additional cost to the original agreement, as amended, is \$234,295. These funds will come from the Street Bond Account. Project code is 20ST000007; Project Type CNST; Department 3810.

Original 2009 Agreement	\$ 276,000
Previous Amendments	\$ 370,840
This Amendment	\$ 234,295
 Adjusted Total	 \$ 881,135

Please find the attached Amendment #7 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.



September 16, 2020

Mr. Mark Brightwell, PE, PMP
Staff Engineer
City of Bentonville
3200 SW Municipal Drive
Bentonville, AR 72712

**RE: *Proposal to Provide Engineering Services
So. Main Street Off-Site Drainage – Amendment 7
City of Bentonville, Arkansas***

Dear Mark:

We greatly appreciate the opportunity to continue working with the City of Bentonville on the above referenced project. This Amendment 7 shall be considered to be in addition to the original contract between MSE and The City of Bentonville, titled "Main Street Re-design in Bentonville" dated March 11, 2009, Amendment 1 dated June 23, 2009, Amendment 2 dated August 12, 2009, Amendment 3 dated January 19, 2010, Amendment 4 dated October 3, 2011, Amendment 5 dated August 20, 2013, and Amendment 6 dated January 29, 2020.

Based on our discussions, the City is requesting Morrison-Shipley Engineers, Inc. (MSE) design and prepare construction documents for off-site drainage improvements associated with the So. Main Street improvements, which is currently in the design process under Amendment 6. The proposed off-site drainage improvements will be incorporated into the So. Main Street construction documents (designed, bid and constructed as a single project) and generally consist of an underground piping system within the SE 3rd Street right-of-way between So. Main Street at the upstream end and Town Branch Creek at the downstream end. It is assumed that R/W acquisitions will not be required for these improvements.

Concept Plans have not yet been prepared, but based on the anticipated alignment along SE 3rd Street per our discussions, a pre-design opinion of construction costs for the off-site drainage improvements only is

estimated to range between \$1.7 to \$2.0 million, exclusive of non-construction costs. The actual construction costs may vary more or less than this range based on site conditions, which are not fully known at this time.

PROPOSED SCOPE OF SERVICES

MSE's services for this project will consist of the following primary tasks:

- **Design/Construction Documents**
 - Topographic Field Surveys and R/W Mapping
 - Design and Construction Plans/Specifications
 - Flood Study of Town Branch Creek
 - Water/Sewer Relocation Plans if Required
 - Easement Acquisition Documents if Required
- **Bidding and Construction Phase**
 - Construction Contract Administration
 - Construction Observation
 - Preparation of Record Drawings

For each task listed above, MSE will provide the following services:

Topographic Field Surveys and R/W Mapping:

1. Perform electronic field surveys along SE 3rd Street and for the purpose of establishing existing site features, including streets, drainage, water and sewer improvements and existing rights of way. Surveys will be tied to known benchmarks and placed on the Arkansas State Plain North coordinate system, unless otherwise specified.
2. Set temporary benchmarks for use during design and construction phases.
3. Prepare base sheets in AutoCAD 2020 Civil 3D format that will be used for the preparation of the construction plans. Plans will be prepared at a 1" = 20' scale and will show existing ground contours at a one (1) foot minimum interval. The base sheet will also show all existing site features as noted above, underground utilities resulting from Arkansas One-Call locates, and existing rights of way along SE 3rd Street.

Design and Construction Plans/Specifications:

1. Preparation of off-site drainage construction plans to include all horizontal and vertical information needed to construct the improvements. As stated above, the off-site drainage plans will be incorporated into the So. Main Street Improvement Plans.
2. Submit review plans to City staff for review and comment.
3. Attendance of up to two (2) public meetings with City of Bentonville for the purpose of collecting public comments.
4. Preparation of technical specifications and special conditions to be incorporated into the So. Main Street contract documents.
5. Preparation of SWPPP and submittal of NOI to ADEQ.

Flood Study of Town Branch Creek

1. Collect and evaluate the current hydraulic and hydrologic models and supporting data associated with FIS mapping. Update the existing models to reflect the hydrologic changes proposed by this project and evaluate the results. Submit results for the City's review and determine a best course of action.
2. If necessary, prepare required documents to support a CLOMR application for review and approval by FEMA.
3. If necessary, and upon completion of the proposed improvements, prepare required documents to support a LOMR application for a map revision.

Water/Sewer Relocation Plans

1. If necessary, preparation of water and/or sanitary sewer relocation plans where both SE A and SE B Streets intersect SE 3rd Street.

Easement Acquisition Documents

1. Preparation of easement acquisition documents for a maximum of eight (8) parcels.

Bidding and Construction Phases:

1. Address contractor questions and issue bidding addendums, if necessary.
2. Stake Easements for Contractor's visual reference during construction.
3. Establish temporary benchmarks at 1,000-foot minimum intervals. Vertical control will be established by running closed level loops from known benchmarks.
4. Provide construction observation during the construction phase. MSE will provide construction observation as needed and anticipates observation to average 4 hours per day for a maximum construction period of 17 weeks (340 total hours). If the construction time exceeds 17 weeks or if additional observation is requested by the City, MSE reserves the right to renegotiate our fees for this service.
5. Review/address Contractor submittals, RFI's and issue change orders if necessary.
6. Prepare Contractor's payment applications for submittal to and payment by the City of Bentonville.
7. Prepare record drawings at the completion of construction. Record drawings will include as-built information of the drainage structures.
8. Prepare a Final Change order to reconcile final construction costs and project days, including assessment of penalties for delays if directed by the City.

EXCLUSIONS:

1. Outside agency reviews and permit fees.
2. Excavations for utility locates.
3. Channelization improvements to Town Branch Creek
4. Newspaper advertising fees.
5. Construction materials testing.
6. Design of franchise utility relocations.
7. Design of electrical systems.
8. Design of improvements outside of the SE 3rd Street rights-of-way.

9. Oversight and administration of SW3P during construction, including post-rain inspections, mitigation work, and review of contractor's compliance.
10. Traffic Study or Traffic Control Plans.
11. Right-of-Way acquisition documents.
12. Environmental related investigations/permitting.

FEES PER TASK:

(Fees are Lump Sum unless noted otherwise):

• Topographic Survey/R/W mapping:	\$	21,670.00
• Construction Plans and Specifications:	\$	88,790.00
• Flood Study - Town Branch Creek (Hourly Budget):	\$	30,680.00 ¹
• Water/Sewer Relocation Plans (Hourly Budget):	\$	8,880.00 ¹
• Easement Acquisition Documents (max. 8 parcels):	\$	3,530.00
• Bidding Phase Services:	\$	1,400.00
• Construction Administration (Hourly Budget):	\$	11,560.00 ¹
• Construction Observation (Hourly Budget):	\$	34,000.00 ²
• Record Drawings:	\$	4,260.00

¹ The Task will be billed hourly as incurred for the actual time expended in accordance with the attached Schedule of Hourly Billing Rates.

² Construction Observation will be billed hourly as incurred for the actual time expended in accordance with the attached Schedule of Hourly Billing Rates. The budget is based on 340 hours of observation time.

Reimbursable Fees (estimated):

• CLOMR/LOMR review fees:	\$	20,000.00
• Geotechnical Investigation:	\$	5,525.00
• Utility locate fees:	\$	1,000.00
• Title Search for Easements:	\$	1,500.00
• Printing and Shipping Costs:	\$	1,000.00
• Arkansas Dept. of Health Fees	\$	500.00

Fee Conditions:

1. Our fee for all items associated with Amendment 7 is \$234,295.00. Therefore, the total fee for the project, Amendments 6 and 7 combined, is \$458,945.00.
2. Services not listed in this Proposal or any changes to the project scope that are requested by the City of Bentonville or other parties after we have started our work will be billed as ADDITIONAL SERVICES in accordance with our fee schedule that is current when the work is performed.
3. Invoices for our services will be issued on or about the 1st day of each month for work completed to date less previous billings. Payment terms shall be Net 30 days.

Tentative Project Schedule:

If the City approves this proposal at the City Council meeting on October 13th, a proposed schedule is as follows:

Commence with Field Surveys:	October 19, 2020
30% Plan Submittal to City:	November 24, 2020
60% Plan Submittal to City:	January 22, 2021
90% Plan Submittal to City:	March 5, 2021
100% Plan Submittal to City:	April 9, 2021
Complete Easement Acquisitions:	May 18, 2021
Bid Opening:	June 8, 2021
Commence Construction:	August 2, 2021

This schedule is tentative and generally dependent on timing of the execution of this proposal, City review times during the design process, and site conditions, which are not fully known at this time. Additionally, should coordination with the Federal Emergency Management Agency (FEMA) be required during the design process, such coordination can be time consuming and possibly cause delays.

Please be advised that this proposal does not assume any new development along SE 3rd Street that would impact or interfere with the design and construction of the proposed So. Main Street off-site drainage improvements. However, and as you know, we are aware of and have briefly reviewed the plans and drainage report of the City U project, which is proposed along both sides of a portion of SE 3rd Street and adjacent to Town Branch Creek. As part of the City U project, significant drainage improvements are

proposed along the north side of SE 3rd Street primarily between SE "D" Street and Town Branch Creek. This is generally the same alignment proposed for the So. Main Street Off-Site drainage improvements. We expect that the proposed City U drainage improvements are not adequate to convey the additional runoff from So. Main Street and from the west in general. We recommend the City contact City U representatives as soon as possible to begin coordinating the drainage design for both projects.

This executed Proposal along with the attached Terms and Conditions and Schedule of Hourly Billing Rates constitutes the full agreement between our parties for the work. A Summary of Proposed Engineering Fees, Concept Exhibit, and Pre-Design Opinion of Probable Project Costs are also attached as supporting documentation. If the terms of this Proposal are acceptable, please sign and date below.

Please let me know if you have any questions or comments and we thank you for the opportunity to continue working with you!

Sincerely,
Morrison-Shipley Engineers, Inc.

Terms of this Proposal agreed to by:

Honorable Stephanie Orman
Mayor

Date: _____

Attachments: Terms and Conditions
 Schedule of Hourly Billing Rates
 Summary of Proposed Engineering Fees
 Concept Exhibit
 Pre-Design Opinion of Probable Project Costs

MORRISON-SHIPLEY ENGINEERS, INC.
TERMS AND CONDITIONS

ADDITIONAL SERVICES

Any service(s) not listed in the Consultant's Scope of Services will be considered Additional Services. All Additional Services, when requested, shall be authorized in writing by the Client prior to the Consultant proceeding with any work.

Revisions to the project scope requested by the Client which occur after the Consultant has been authorized to start its work, including modifications necessitated by operational or budget issues, value engineering, etc., will be considered Additional Services, and the Consultant's time required to make revisions to the site layout will be billed in addition to the stated fees in this agreement.

The Client shall pay the Consultant for all Additional Services an amount equal to the cumulative hours charged to the Project by each class of the Consultant's employees multiplied by the billing rate for each applicable billing class in accordance with the Schedule of Hourly Billing Rates, plus reimbursable expenses and fees charged by Consultant's subconsultants.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

BETTERMENT

If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

CERTIFICATE OF MERIT

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project's location. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant signing any such certification. As used herein, the word "certify" shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Consultant.

TERMS AND CONDITIONS
PAGE 2 of 12

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision herein.

CHANGES IN THE WORK

The Consultant shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service shall be considered as Additional Services, and the Client will pay the Consultant for these services in accordance with the Additional Services provisions of this Agreement.

CODE COMPLIANCE

The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the effective date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.

CONFIDENTIALITY

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants, and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by the Consultant or furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall they restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the Consultant to defend itself from any legal action or claim.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall

TERMS AND CONDITIONS
PAGE 3 of 12

require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CONSTRUCTION OBSERVATION

If included in the Scope of Services if this Agreement, the Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

The Consultant shall not supervise, direct, or have control over the Contractor's work nor have authority over any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Project. These rights and responsibilities are solely those of the Contractor in accordance with Contractor's contract with the Client.

The Consultant shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of the Consultant.

The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contractor's contract with the Client or any applicable laws, codes, rules, or regulations.

CONTRACTOR PAYMENT CERTIFICATIONS

If Construction Phase services are included in the Scope of Services in this Agreement, the Consultant shall review the Contractor's application for payment and determine the amounts that the Consultant recommends the Contractor be paid. Such recommendations of payment will be in writing and will constitute the Consultant's representation to the Owner, based on such observation and review that, to the best of the Consultant's knowledge, information and belief, the Contractor's Work has progressed to the point indicated and the Work is generally in accordance with the Contract Documents.

By recommending any payment to the Contractor, the Consultant shall not be deemed to have represented that the Consultant has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, reviewed construction means, methods, techniques, sequences or procedures, reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

CORPORATE PROTECTION

TERMS AND CONDITIONS
PAGE 4 of 12

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Arkansas corporation, and not against any of the Consultant's individual employees, officers or directors.

DELAYS

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe or abnormal weather disruptions or other natural disasters or acts of God; diseases, pandemics, or ordered quarantines; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions; it being understood that Consultant shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

Unless specifically stated in the Scope of Services, it is understood and agreed that Consultant's Scope of Services under this Agreement does **NOT** include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence of willful misconduct of the Consultant.

If the Client requests in writing that the Consultant provide any specific construction phase services, and if the Consultant agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided in above.

DISPUTE RESOLUTION (MEDIATION)

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation **AS A CONDITION PRECEDENT TO THE FILING OF ANY LAWSUIT.**

TERMS AND CONDITIONS
PAGE 5 of 12

The Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Consultant, the Client agrees that all such electronic files are instruments of service of Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Consultant. The Client further agrees that Consultant shall have no responsibility or liability to Client or others for any changes made by anyone other than Consultant or for any reuse of the electronic files without the prior written consent of Consultant.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Consultant or from any use or reuse of the electronic files without the prior written consent of Consultant.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Consultant, and Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

GOVERNING LAW AND JURISDICTION

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Arkansas without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Benton County, Arkansas.

HAZARDOUS MATERIALS

Both parties acknowledge that the Consultant's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified

TERMS AND CONDITIONS
PAGE 6 of 12

consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

INSURANCE

During the term of this Agreement, the Consultant agrees to provide the insurance coverages noted on the sample insurance certificates that follow these Terms and Conditions.

If additional coverage is required over and above the noted coverages, the Client shall reimburse the Consultant 100% of the premium(s) charged for the additional coverage required over and above the noted coverage.

In addition, the Consultant agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall be defined as the availability of insurance allowing more than 50% of the design professionals practicing in the State of Arkansas in this discipline being able to obtain such coverage. Insurance coverages shall be subject to all the terms, exclusions, and conditions of the policies.

JOBSITE SAFETY

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its

TERMS AND CONDITIONS
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employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Consultant, and the Consultant's subconsultants. The Client also agrees that the Client, the Consultant, and the Consultant's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

LENDERS' REQUIREMENTS

The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Consultant, increase the Consultant's contractual or legal obligations or risks, create a fiduciary obligation or an uninsurable risk, or adversely affect the availability or cost of its professional or general liability insurance or otherwise materially change the terms of this Agreement.

LIEN RIGHTS

Client agrees that the Consultant shall have a lien upon real property constituting the Project site for all unpaid sums due pursuant to this Agreement or any addendums hereto. Also, the Consultant is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner allowed by local statutes for a mechanic and materialman's lien upon real property.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT AND CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, OWNERS, AND SUBCONSULTANTS SHALL NOT EXCEED THE TOTAL FEE PAID TO THE CONSULTANT LESS FEES PAID TO SUBCONSULTANTS AND EXPENSES.** It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds, subject to all terms, exclusions, and conditions of the policies.

OPINIONS OF PROBABLE CONSTRUCTION COSTS

In providing opinions of probable construction costs, the Client understands that Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that Consultant's opinions of probable construction costs are made on the basis of Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Consultant's opinion of probable construction cost.

OWNERSHIP OF INSTRUMENTS OF SERVICE

The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees

TERMS AND CONDITIONS
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and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

Under no circumstances shall the transfer of ownership of the Consultant's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

PERMITS AND APPROVALS

The Consultant shall assist the Client in applying for those permits and approvals required by law for projects similar to the one for which the Consultant's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents and other services normally provided by the Consultant and included in the Scope of Services of this Agreement.

This assistance does not include, however, special studies, special research, attendance at more than two (2) meetings with public authorities, special testing or special documentation not usually and customarily required for this type of project. The Consultant will provide such special services as Additional Services as authorized in writing by the Client in accordance with the compensation provisions of this Agreement.

When permit or review fees are required, the Client shall either 1) pay these directly to the requesting agency, or 2) provide the Consultant full payment on an instrument payable to requesting agency prior to the Consultant's submittal of documents requiring permit(s) or review(s). The Consultant may elect to pay permit or review fees on behalf of Client based on such factors as the amount due and the Client's credit history with the Consultant. These payments, if made by the Consultant, will be invoiced to Client as Reimbursable Expenses, in addition to the Consultant's Fees, at 110% of the Consultant's cost.

The Consultant provides no guarantee regarding the timeframe for obtaining approvals from outside agencies nor does it guarantee approval of any permits.

PRECEDENCE

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the Consultant's services.

RECORD DOCUMENTS

If included in the Scope of Services of this Agreement, upon completion of the Work, the Consultant shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume will be reliable, the Consultant cannot and does not warrant their accuracy or completeness.

REDESIGN OBLIGATION

In the event the bids or negotiated cost of the Work exceed the Client's budget, upon notice from the Client, the Consultant agrees to modify, on an Additional Services basis, the Consultant's Contract Documents or those portions of the documents where bids exceeded the Client's budget.

In the event the bids or negotiated cost of the Work exceeds the Client's budget due to the negligent performance of services by the Consultant, upon notice from the Client, the Consultant agrees to modify the Consultant's Contract Documents or those portions of the documents where bids exceeded the Client's budget at no cost to the Client. This redesign effort shall constitute the Consultant's sole responsibility for any claims arising out of alleged errors or omissions in the Consultant's services on the Project, and the Client waives any and all other damages and claims against the Consultant, including without limitation, claims of declaratory and equitable relief, claims for delay, consequential damages and cost overruns on the Project.

REJECTION OF WORK

The Consultant shall have the authority, but not the duty, to recommend to the Client rejection of any Work that, in the judgment of the Consultant, does not conform to the Construction Documents. Neither this authority nor the Consultant's good-faith judgment to reject or not reject any Work shall subject the Consultant to a duty or responsibility for site safety, construction means, methods or techniques, or to any liability to or cause of action by the Contractor, subcontractors or any other suppliers or persons performing work on this Project.

RIGHT OF ENTRY

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder.

SCHEDULE FOR RENDERING SERVICES

The Consultant shall prepare and submit for Client approval a schedule for the performance of the Consultant's services. This schedule shall include reasonable allowances for review and approval times required by the Client, performance of services by the Client's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

SEVERABILITY

If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

SHOP DRAWING REVIEW

The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited

purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

STANDARD OF CARE

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranties, express or implied, as to its professional services rendered under this Agreement. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

SUCCESSORS, ASSIGNS, AND BENEFICIARIES

Client and the Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and the Consultant 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.

Neither Client nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.

SUSPENSION OF SERVICES

If the Project or the Consultant's services are suspended by the Client for more than sixty (60) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due

TERMS AND CONDITIONS
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from the Client or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

SURVIVAL

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

TERMINATION

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

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;
2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
3. Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
5. Delinquent payments owed to the Consultant by the Client.

In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and the

TERMS AND CONDITIONS
PAGE 12 of 12

Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

VALUE ENGINEERING

If the Client retains the services of a Value Engineer (VE) to review the plans prepared by the Consultant, these services shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Consultant's services. The Client shall promptly notify the Consultant of the identity of the VE and shall define the VE's scope of services. All recommendations of the VE shall be given to the Consultant for review, and adequate time will be provided for the Consultant to respond to these recommendations.

If the Consultant objects to any recommendations made by the VE, it shall so state in writing to the Client, along with the reasons for objecting. If the Client, in spite of the Consultant's objections, requires the incorporation of changes in the Construction Documents, the Client agrees, to the fullest extent permitted by law, to waive all claims against the Consultant and to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client.

In addition, the Consultant shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. The Consultant shall be compensated as Additional Services for all time spent to prepare for, review, and respond to the recommendations of the VE. The Consultant's time for performance of its services shall be equitably adjusted.

WAIVER OF SUBROGATION

The Owner and the Consultant agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction managers, owner's representatives, employees, directors, officers, agents and assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits (collectively "Damages") covered by any insurance applicable to the Project or the site upon which the Project is located. The Owner and the Consultant hereby warrant and represent that they will require all of their contractors, subcontractors, consultants, subconsultants, construction managers, owner's representatives, employees, directors, officers, agents and assigns to waive subrogation against each other, the Owner and the Consultant and any of their contractors, subcontractors, consultants, subconsultants, construction managers, owner's representatives, employees, directors, officers, agents and assigns for any and all Damages covered by any insurance applicable to the Project or the site upon which the Project is located. The provisions of this waiver apply regardless of whether the loss occurs or the damages are sustained during construction or after the project is completed. The intent of this provision is to obtain the broadest waiver of subrogation possible.

NON-APPROPRIATION OF FUNDS

Municipality's (Client'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 (Client) of any kind whatsoever under this Agreement shall arise until funds are made available to the Municipality (Client) for performance of this Agreement, including those to be appropriated by the State of Arkansas and those to be provided by the United States.

END OF TERMS AND CONDITIONS



SCHEDULE OF HOURLY BILLING RATES (AR)

(Effective January 15, 2020)

Principal Engineer	\$ 190.00/Hour
Senior Project Manager	\$ 150.00/Hour
Project Manager	\$ 130.00/Hour
Project Engineer (P.E.)	\$ 120.00/Hour
Project Engineer (E.I.)	\$ 95.00/Hour
Engineering Technician	\$ 75.00/Hour
Landscape Architect (P.L.A.)	\$ 135.00/Hour
CAD Senior Designer	\$ 110.00/Hour
CAD Designer	\$ 95.00/Hour
CAD Technician	\$ 75.00/Hour
Senior Construction Observer	\$ 100.00/Hour
Construction Observer	\$ 90.00/Hour
Professional Surveyor (P.S.)	\$ 120.00/Hour
Survey Coordinator	\$ 100.00/Hour
Survey Intern (S.I.)	\$ 85.00/Hour
Survey Crew Chief	\$ 85.00/Hour
Survey Rodman	\$ 75.00/Hour
Survey Field Crew (1-person)	\$ 125.00/Hour
Survey Field Crew (2-person)	\$ 160.00/Hour
Survey Field Crew (3-person)	\$ 185.00/Hour
Survey Technician	\$ 75.00/Hour
3D Laser Scanning Field Crew (1-Person)	\$ 225.00/Hour
3D Laser Scanning Project Manager	\$ 130.00/Hour
3D Laser Scanning Technician	\$ 85.00/Hour
Ground Penetrating Radar Field Crew	\$ 185.00/Hour
Aerial Mapping Manager – Field (<i>Flight Ops</i>)	\$ 200.00/Hour
Aerial Mapping Manager – Office (<i>Travel Time/Data Processing</i>)	\$ 100.00/Hour
Aerial Mapping Technician	\$ 85.00/Hour
Administrative Assistant	\$ 50.00/Hour

Schedule of Hourly Billing Rates (AR)
Effective January 15, 2020
Page 2 of 2

EXPENSES

Mileage & Per Diem:	IRS-allowed rates
Reimbursable Expenses:	Cost + 10%

PRINTING

8.5x11:	\$0.16/EA B&W	\$0.75/EA Color
8.5x14:	\$0.22/EA B&W	\$0.95/EA Color
11x17:	\$0.32/EA B&W	\$2.01/EA Color
Custom:	\$0.40/SF B&W	\$1.55/SF Color

BILLING TERMS

1. Hourly charges will be billed in 0.25-hour minimum increments. Some services may be subject to minimum charges.
2. Hourly rates include charges for personnel, equipment, and supplies, but do not include vehicle mileage charges and per diem.
3. Travel time and mileage will be billed portal to portal from MSE's office.
4. Work requested between the hours of 7:00 PM and 6:00 AM and on Saturdays, Sundays, or holidays will be charged at 125% of the noted rates.
5. Services rendered for legal proceedings, including pre-trial hearings, depositions, expert report preparation, and trial testimony, among others, will be charged at 200% of the noted rates.



MORRSHI-01

SHAWNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2019

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.

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 BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529		CONTACT NAME: PHONE (A/C, No, Ext): (479) 452-4000 E-MAIL ADDRESS:	FAX (A/C, No): (479) 484-5185
INSURED Morrison Shipley Engineers, Inc. 5704 Euper Lane, Ste #200 Fort Smith, AR 72903-3272		INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Company INSURER B: Accident Fund National Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13021 12305	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC OTHER:		60407852	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 EBL AGGREGATE \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		60407852	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	60407852	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Aggregate \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCV6077828	10/1/2019	10/1/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

* FOR INFORMATIONAL PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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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.

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 BXS Insurance 8315 Cantrell Road, Suite 300 Little Rock AR 72227		CONTACT NAME: Amanda Palmer PHONE (A/C, No, Ext): 501-614-1571 FAX (A/C, No): 501-614-1447 E-MAIL ADDRESS: amanda.palmer@bxsi.com		
INSURED Morrison Shipley Engineers, Inc. 5704 Euper Lane Ste 200 Fort Smith AR 72903		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : XL Specialty Insurance Company		37885
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES		CERTIFICATE NUMBER: 1730508755		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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPR9951230	11/1/2019	11/1/2020	Occurrence Limit Aggregate Limit \$2,000,000 \$2,000,000

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

CERTIFICATE HOLDER	CANCELLATION
For Information Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

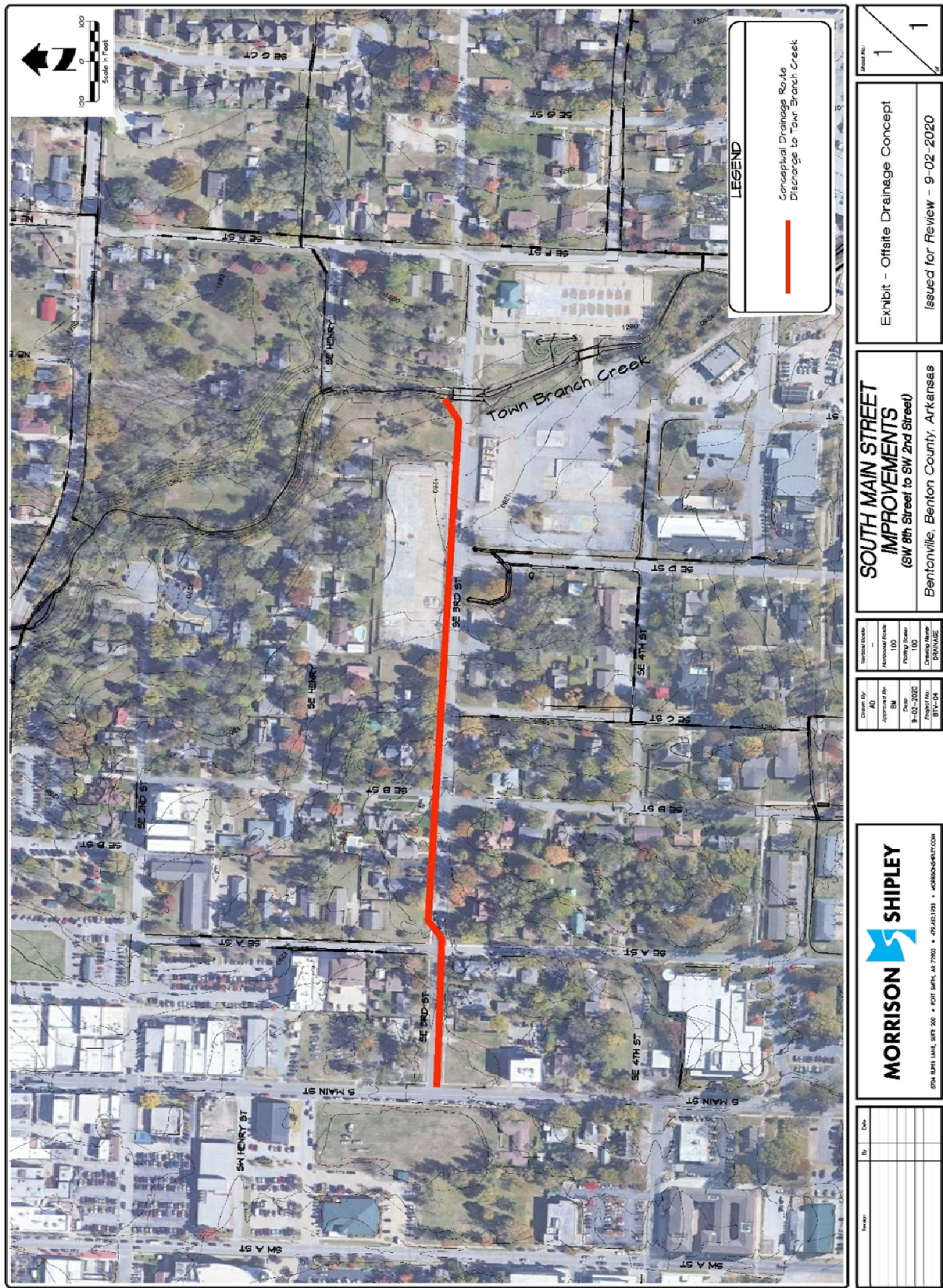
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SUMMARY of PROPOSED ENGINEERING FEES
So Main Street Offsite Drainage Improvements - Amendment 7

September 16, 2020

MSE TASKS	Principal Engineer (\$190/hr.)	Project Manager (\$130/hr.)	Engineer Intern (\$95/hr.)	Prof. Surveyor (\$120/hr.)	Survey Coordinator (\$100/hr.)	2-Man Survey Crew (\$160/hr.)	Sr. CAD Designer (\$110/hr.)	CAD Designer (\$95/hr.)	CAD Technician (\$75/hr.)	Sr. Construction Observer (\$100/hr.)	Admin. Assistant (\$50/hr.)	Fee Per Task	Total Fee
Topographic Survey and R/W Mapping													
One Call/Mapping Permit					3							\$	300.00
Topographic Survey	2	2		2	6	40						\$	2,860.00
Boundary Survey		2		8	16	40						\$	9,220.00
Research Properties				1	9							\$	850.00
Base Drawing Preparation			2				8	24				\$	3,360.00
MSE Hours	2	4	2	11	33	80	8	24	0	0	0		
MSE Fees per Employee Classification:	\$ 380.00	\$ 520.00	\$ 190.00	\$ 1,320.00	\$ 3,300.00	\$ 12,800.00	\$ 880.00	\$ 2,280.00	\$ -	\$ -	\$ -	\$	21,870.00
Flood Study - Town Branch Creek													
Collect and Evaluate Existing Hydrologic/Hydraulic Models	16		24									\$	5,320.00
Evaluate the Proposed Hydrology (HEC-RAS Modeling)	32		48				16					\$	11,640.00
Prepare CLOMR app. if Required	16		32				24					\$	8,720.00
Prepare LOMR app. if Required	16		16				4					\$	5,000.00
MSE Hours	\$ 80.00	\$ -	\$ 112.00	\$ -	\$ -	\$ -	44.00	\$ -	\$ -	\$ -	\$ -		
MSE Fees per Employee Classification:	\$ 15,200.00	\$ -	\$ 13,440.00	\$ -	\$ -	\$ -	\$ 4,840.00	\$ -	\$ -	\$ -	\$ -	\$	30,880.00
Design and Construction Plans/Specifications													
Troubleshooting Off-Site Options/Costs & Scope of Work for City, incl. Exhibits	6		16				1					\$	2,770.00
Concept Plans and Meetings for New Off-Site Drainage System	8	4	24				8	24	9			\$	8,060.00
Site Investigation, incl. Establishing Drainage Basin Areas	8		16									\$	3,040.00
Coordinate w/ City "I" Project / Evaluate Drainage	8		16									\$	3,040.00
Drainage Evaluation/Design/Report for New Off-Site Drainage System	8		32				8					\$	5,440.00
Prepare Off-Site Drainage Plans and Details for New Off-Site Drainage System	32	48	120				40	200	24			\$	48,600.00
Prepare Cost Estimate	2		8				4					\$	1,580.00
Prepare Tech. Specs and Special Conditions for New Off-Site Drainage System	2		16								2	\$	2,000.00
Coordinate w/ City and Franchised Utilities	2		8									\$	1,140.00
Coordinate w/ City Engineering Dept.	8		4									\$	1,900.00
QC Review / Misc. Tasks / SWPPP	16	16	24					16				\$	8,920.00
Prepare for and Attend Public Meetings	8						4					\$	1,960.00
MSE Hours	108	68	284	0	0	0	88	240	32	0	2		
MSE Fees per Employee Classification:	\$ 20,520.00	\$ 8,940.00	\$ 26,880.00	\$ -	\$ -	\$ -	\$ 7,152.00	\$ 22,800.00	\$ 2,400.00	\$ -	\$ 100.00	\$	58,790.00
Miscellaneous Services													
Water/Gas/Railroad Plans	4	12	32				32					\$	8,880.00
Prepare Easement Acquisition Docs		1	2	4	4			24			1	\$	3,550.00

MSE Hours	4	13	34	4	4	0	32	24	0	0	1		
MSE Fees per Employee Classification:	\$ 760.00	\$ 1,690.00	\$ 3,230.00	\$ 480.00	\$ 480.00	\$ -	\$ 3,520.00	\$ 2,280.00	\$ -	\$ -	\$ 50.00	\$	12,410.00
Existing Phase Services													
Attend Pre- bid Meeting												\$	-
Field Contractor Questions / Issue Addendums		2	4					8				\$	1,400.00
Attend Public Bid Opening / Review Bids												\$	-
Prepare Bid Tabulation / Issue Notice of Award												\$	-
MSE Hours	0	2	4	0	0	0	0	8	0	0	0		
MSE Fees per Employee Classification:	\$ -	\$ 260.00	\$ 380.00	\$ -	\$ -	\$ -	\$ -	\$ 760.00	\$ -	\$ -	\$ -	\$	1,400.00
Construction Administration													
Review Submittals/RFFs/ Change Orders	8		24				8					\$	4,680.00
Stake Estimations and Vertical Control					2	8						\$	1,480.00
Review and Approve Contractor Pay Requests	4		8							16		\$	3,120.00
Site Visits, Assist Owner and Contractor with Questions	8		8									\$	2,380.00
MSE Hours	20	0	40	0	2	8	8	0	0	16	0		
MSE Fees per Employee Classification:	\$ 3,800.00	\$ -	\$ 3,920.00	\$ -	\$ 200.00	\$ 1,280.00	\$ 880.00	\$ -	\$ -	\$ 1,600.00	\$ -	\$	11,560.00
Construction Observations										340		\$	34,000.00
MSE Hours	0	0	0	0	0	0	0	0	0	340	0		
MSE Fees per Employee Classification:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,000.00	\$ -	\$	34,000.00
Record Drawings							12			16		\$	4,280.00
MSE Hours	2	0	8	0	0	12	0	0	16	0	0		
MSE Fees per Employee Classification:	\$ 380.00	\$ -	\$ 760.00	\$ -	\$ -	\$ 1,920.00	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -	\$	4,280.00
Reimbursable Fees:													
CLOMR/LOMR Fees												\$	20,000.00
Geotechnical Investigation												\$	5,525.00
Utility Locate Fees												\$	1,000.00
Title Search Fees												\$	1,560.00
Printing and Shipping Costs												\$	1,060.00
AHD Fee												\$	600.00
TOTAL MSE FEE:													\$ 234,290.00



PRE-DESIGN OPINION OF PROBABLE PROJECT COSTS

So. Main Street - Off-Site Drainage Improvements

(Based on Off-Site Drainage Concept Exhibit Dated 9-2-2020)

Item	Description	Unit	QTY	Unit \$	Total \$
CONSTRUCTION					
1.	Mobilization / Bonds / Staking / Misc.	LS	1	\$ 100,000	\$ 100,000
2.	Traffic Control	LS	1	\$ 50,000	\$ 50,000
3.	Trench Safety	LS	1	\$ 50,000	\$ 50,000
4.	Erosion Control	LS	1	\$ 20,000	\$ 20,000
5.	Misc. R&D	LS	1	\$ 100,000	\$ 100,000
6.	ACHM Milling/Removal	SY	2,500	\$ 12	\$ 30,000
7.	3" ACHM Surface Course	SY	2,500	\$ 20	\$ 50,000
8.	Overlay Fabric	SY	1,300	\$ 2	\$ 2,600
9.	8" Agg. Base Course	SY	1,300	\$ 15	\$ 19,500
10.	Tack Coat	GAL	250	\$ 8	\$ 2,000
11.	Prime Coat	GAL	400	\$ 10	\$ 4,000
12.	Curb and Gutter, Incl. R&D Exist. C&G	LF	2,000	\$ 45	\$ 90,000
13.	Conc. Sidewalk, Incl. R&D Exist. Sidewalk	SY	700	\$ 70	\$ 49,000
14.	Handicap Ramps	SY	8	\$ 1,500	\$ 12,000
15.	18" RCP Storm Drains	LF	50	\$ 55	\$ 2,750
16.	24" RCP Storm Drains	LF	100	\$ 70	\$ 7,000
17.	30" RCP Storm Drains	LF	50	\$ 100	\$ 5,000
18.	36" RCP Storm Drains	LF	0	\$ 135	\$ -
19.	42" RCP Storm Drains	LF	375	\$ 175	\$ 65,625
20.	48" RCP Storm Drains	LF	375	\$ 225	\$ 84,375
21.	Box Culvert (SE "B" to Town Branch)	LF	1,050	\$ 600	\$ 630,000
22.	Town Branch Box Culvert Wingwall Reconstruction	LS	1	\$ 20,000	\$ 20,000
23.	Conc. Curb Inlets	CY	60	\$ 1,400	\$ 84,000
24.	Earthen Ditch Regrading	LS	1	\$ 10,000	\$ 10,000
25.	Concrete Driveways, Incl. R&D of Exist. Driveways	SY	250	\$ 80	\$ 20,000
26.	Compacted Class 67 in Trenches	CY	2,000	\$ 60	\$ 120,000
27.	Rock Excavation	CY	50	\$ 150	\$ 7,500
28.	Water/Sewer Relocation	LS	1	\$ 50,000	\$ 50,000
29.	Topsoli/Solid Sodding	SY	4,500	\$ 9	\$ 40,500
CONSTRUCTION COST:					\$ 1,725,850
CONSTRUCTION COST w/ 15% CONTINGENCY:					\$ 1,985,000
ENGINEERING					
	Engineering Plans / Specs	LS		\$	\$ 88,790
	Topographic Surveying and RAW Mapping	LS		\$	\$ 21,670
	Flood Study - Town Branch Creek	Budget		\$	\$ 30,680
	Water/Sewer Relocation Plans	Budget		\$	\$ 8,880
	Easment Acquisition Documents	LS		\$	\$ 3,530
	Bidding Phase	LS		\$	\$ 1,400
	Construction Administration	Budget		\$	\$ 11,560
	Construction Observation	Budget		\$	\$ 34,000
	Record Drawings	LS		\$	\$ 4,260
REIMBURSABLES					
	CLOMR/LOMR Review Fees	Budget		\$	\$ 20,000
	Geotechnical Engineering	Budget		\$	\$ 5,525
	Utility Locate Fees	Budget		\$	\$ 1,000
	Title Search for Easements	Budget		\$	\$ 1,500
	Printing and Shipping Costs	Budget		\$	\$ 1,000
	Arkansas Dept. of Health Fees	Budget		\$	\$ 500
ENGINEERING AND REIMBURSABLE COST:					\$ 234,295
TOTAL PROJECT COST OPINION:					\$ 2,219,295

September 16, 2020

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO AN AMENDED AGREEMENT
WITH MORRISON-SHIPLEY ENGINEERS, INC. FOR
PROFESSIONAL SERVICES FOR THE SOUTH MAIN
STREET 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 amended agreement with Morrison-Shipley Engineers, Inc. for professional services for additional survey, drainage/flood study, design, easement preparation, and construction phase services related to the South Main Street 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



Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	Transportation
Submitted by	Dennis Birge
Phone	479-271-5964

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor to enter into an agreement with ARDOT, funding \$112,865.82 from the Bond fund account allocated to the addition of certain traffic signal items as per Change Order #17 of CA0903 project.					

Estimated Cost	\$112,865.82
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
This change order will be funded through the Street Bond fund.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
 PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman
From: Dennis Birge, Transportation Director
Date: Tuesday, October 06, 2020
Re: CA0903 – Request for Change Order #17 Approval

Staff recommends City Council approval of a resolution authorizing the Mayor to enter into an agreement with Arkansas Department of Transportation, allowing Change Order #17 to the ARDOT CA0903 S.P.U.I. (Single Point Urban Interchange) project located at exit 93. The resolution would allow for City funding required to improve the traffic signal items to the current City Of Bentonville standards. These items include hardware upgrades and decorative items.

The City portion of funding will come from the Street Bond fund totaling \$112,865.82.

Thank you for your consideration of this request and please do not hesitate to contact me with any questions or concerns at dbirge@bentonvillear.com or 479-271-5964.

**ARKANSAS STATE HIGHWAY COMMISSION
CHANGE ORDER**

Job Name Hwy. 71 Interchange (B.V. Bypass) (F) **Route & Section** 549, Section 9
Job No. CA0903 **FAP No** 9991 **County** Benton
Changes located Hwy 71 & I-49 Interchange **Change Order No.** 17

EXPLANATION OF CHANGE:

Establish and add to the Contract the items "System Local Controller TS2 - Type2, E-Net (8 Phases) (CO #17)", "Traffic Signal Mast Arm and Pole with Foundation (0') (CO #17)", "Traffic Signal Mast Arm and Pole with Foundation (36') (CO #17)", "Traffic Signal Mast Arm and Pole with Foundation (42') (CO #17)", "LED Luminaire Assembly (CO #17)", "LED Roadway Illumination Pole (CO #17)" and "Traffic Signal Pedestal Pole with Foundation (CO #17)"

REASON FOR CHANGE:

The City of Bentonville requests that decorative details be added to signal installations. Items include an ornamental base, base extension, and pole top on traffic signal mast arm and pole with foundations; an ornamental base on traffic signal pedestal pole with foundations; painting on LED roadway illumination poles.

Attachments: Request from City of Bentonville, Letter to Contractor, Letter from Contractor

Note: The City of Bentonville has accepted the price for the Items above and will participate 100% in the cost of this Change Order.

Note: ITEM'S PRICES FOR "SYSTEM LOCAL CONTROLLER TS2 - TYPE2, E-NET (8 PHASES) (CO #17)", "TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (0') (CO #17)", "TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (36') (CO #17)", "TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (42') (CO #17)", "LED LUMINAIRE ASSEMBLY (CO #17)", "LED ROADWAY ILLUMINATION POLE (CO #17)" AND "TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION (CO #17)" HAS BEEN SUPPORTED BY THE CONTRACTOR'S COST BREAKDOWN AND WAS FOUND REASONABLE AND CONSISTENT WITH THE AMOUNT OF ADDITIONAL WORK THAT IS BEING PERFORMED

NOTE: UNIT PRICES FOR "TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION (CO #17)" AND "LED ROADWAY ILLUMINATION POLE (4,700 LUMENS, COBRA HEAD, SHOE BASE, 15') (CO #17)" AND "LED LUMINAIRE ASSEMBLY (CO #17)" AND "TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (42') (CO #17)" AND "TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (36') (CO #17)" AND "TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (0') (CO #17)" AND "SYSTEM LOCAL CONTROLLER TS2-TYPE 2, E-NET (8 PHASES) (CO #17)" ARE CONTINGENT UPON THE EXECUTION OF A SUPPLEMENTAL AGREEMENT.

SUMMARY

Item No.	Item	Unit	Unit Price	PRESENT		REVISED	
				Quantity	Amount	Quantity	Amount
SP&701	System Local Controller Ts2-Type 2, E-Net (8 Phases)	EACH	21,694.88	1.00	21,694.88	0.00	0.00
SS&714	Traffic Signal Mast Arm And Pole With Foundation (0')	EACH	8,740.38	2.00	17,480.76	0.00	0.00
SS&714	Traffic Signal Mast Arm And Pole With Foundation (36')	EACH	9,364.70	1.00	9,364.70	0.00	0.00
SS&714	Traffic Signal Mast Arm And Pole With Foundation (42')	EACH	9,624.83	1.00	9,624.83	0.00	0.00
SP	Led Luminaire Assembly	EACH	645.12	6.00	3,870.72	2.00	1,290.24
SP	Led Roadway Illumination Pole (4,700 Lumens, Cobra Head, Shoe Base, 15')	EACH	6,243.13	4.00	24,972.52	0.00	0.00
SS&715	Traffic Signal Pedestal Pole With Foundation	EACH	7,543.78	10.00	75,437.80	0.00	0.00
SP&701	System Local Controller Ts2-Type 2, E-Net (8 Phases) (CO #17)	EACH	43,734.88	0.00	0.00	1.00	43,734.88

Job Name Hwy. 71 Interchange (B.V. Bypass) (F)Route & Section 549, Section 9Job No. CA0903 FAP No 9991County BentonChanges located Hwy 71 & I-49 InterchangeChange Order No. 17

Item No.	Item	Unit	Unit Price	PRESENT		REVISED	
				Quantity	Amount	Quantity	Amount
SS&714	Traffic Signal Mast Arm And Pole With Foundation (0') (CO #17)	EACH	21,927.54	0.00	0.00	2.00	43,855.08
SS&714	Traffic Signal Mast Arm And Pole With Foundation (36') (CO #17)	EACH	23,328.27	0.00	0.00	1.00	23,328.27
SS&714	Traffic Signal Mast Arm And Pole With Foundation (42') (CO #17)	EACH	23,588.40	0.00	0.00	1.00	23,588.40
SP	Led Luminaire Assembly (CO #17)	EACH	3,513.49	0.00	0.00	4.00	14,053.96
SP	Led Roadway Illumination Pole (4,700 Lumens, Cobra Head, Shoe Base, 15') (CO #17)	EACH	6,525.40	0.00	0.00	4.00	26,101.60
SS&715	Traffic Signal Pedestal Pole With Foundation (CO #17)	EACH	9,935.96	0.00	0.00	10.00	99,359.60
				162,446.21		275,312.03	
				Overrun		\$112,865.82	

Concurrence By:

	Date	Initials	Remarks
_____	_____	_____	_____

Recommended _____

Steve Lawrence, District Engineer

APPROVED _____

David B. Henning, Construction Engineer

Authorized _____

Rex Vines, Assistant Chief Engineer

Requested _____

Bashar Qedan, Resident Engineer



May 1, 2020

Mr. Bashar Qedan
ARDOT, Resident Engineer 43
3526 N Hwy 112
Fayetteville, AR 72704

RE: Request for Decorative Signal items
Job No. CA0903
F.A.P. 9991
Hwy. 71 Interchange
(B.V. Bypass) (F)
Benton County

Mr. Qedan,

Please accept this letter as the City's request for pricing a change order to include decorative signal items and the City of Bentonville's standard traffic signal equipment to be included on the above referenced project. Attached you will find our latest details requested for use on this project. The City Of Bentonville understands that if this change is acceptable to both the City and ARDOT, then funding of this change will be the responsibility of the City.

Thank you for your consideration and if you have any questions or comments please call or e-mail me at 479-271-5964 or dbirge@bentonvillear.com.

Sincerely,



Dennis Birge
Transportation Director
City Of Bentonville

TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

Ornamental Pole Top & Bases

Pelco's decorative pole top and bases help make the traffic signal aesthetically pleasing to the eye. Available for various pole diameters and multiple finish options.



TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

Ornamental Pole Top, Cast Alum, 5-1/4" - 24-1/4" Diameter Pole (36" in Height)

PB-5315 -

Cap Size	Trim Color	Coating
5.25 thru 24.25	T__=Paint	PNC=Process No Color P__=Paint

Note:
Cap Size available in 1" increments.

Ornamental Pole Base, 4-Piece Cast Alum, 8" - 12" Diameter Pole (27" Footprint)

PB-5354 -

Pole Diameter	Trim Color	Coating
8.00 thru 12.00	T__=Paint	PNC=Process No Color P__=Paint

Ornamental Pole Base, 4-Piece Cast Alum, 12" - 16" Diameter Pole (30" Footprint)

PB-5355 -

Pole Diameter	Trim Color	Coating
12.00 thru 16.00	T__=Paint	PNC=Process No Color P__=Paint

Ornamental Pole Base, 4-Piece Cast Alum, 18" - 26" Diameter Pole (40" Footprint)

PB-5381 -

Pole Diameter	Coating
18.00 thru 26.00	PNC=Process No Color P__=Paint

Note: 1. All assemblies are supplied standard with stainless hardware.
2. Contact Pelco for a complete Ornamental product catalog.
3. See Reference Section for available paint colors.

CODE	COATING
PNC	Process No Color
BOX	Black Oxide
BRS	Brass
CRM	Chrome
EC1	E-coat Black
GLV	Galvanized
ZN1	Zinc Bright
ZN2	Zinc Yellow
P__	Paint (add color #)

TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

POWDER COAT STANDARD COLORS	
P29	Federal Yellow
P30	Automatic Green
P33	Gloss Black
P34	Flat Black
P36	New York State Green (forest)
P38	Louisiana Green
P39	Bronze
P40	Silver

WET PAINT STANDARD COLORS	
P01	Federal Yellow
P03	Flat Black
P04	Gloss Black
P05	New York State Green (forest)
P06	Automatic Green (dark olive)
P16	Industrial Red Primer
P22	Gloss White (industrial enamel)

POWDER COAT SPECIAL COLORS (SUBJECT TO SPECIAL SETUP CHARGE)	
P28	Sun Gold (w/ clear top coat)
P32	Clear Coat
P35	Iron Gray
P40	Silver (w/ clear top coat)
P44	Antique Black Matte
P45	Super Wet White
P46	Brown Rust
P47	Brown Base
P48	Gray Primer (zinc rich)
P49	Cratered Pewter
P51	Cratered Bronze
P61	Blood Red
P62	MDC Gray
P63	Mocha Brown
P64	KOMO Bronze
P69	Brushing Brown
P71	Dark Green
P74	Bottle Green
P75	Fir Green
P76	Forest Green
P79	Dark Sepia Brown

Note:

Pelco can match your custom colors.

Please provide the following and contact Pelco for pricing.

- For custom powder: RAL number or paint chip.
 - For wet paint: Federal Standard 595 paint code or paint chip.
- Special setup and paint charge will apply.



Maximum Effective Projected Area - 2.37 ft²
Maximum Weight - 69 lbs (Up Light Version)
Maximum Weight - 60 lbs (Down Light Version)

Optional NEMA
Turn-Lock
Photocontrol
Receptacle

1.50\" NPT
Pendant Mount (P)

Quick Lock
Stem Mount (S)

Hinge

Uplight
Refractor
(Optional)

Stainless
Steel
Latch

Hinge

TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

Electrical/
Reflector
Assembly

EXAMPLE: MPL2 P10S 40K AS BK TG 3 S

	P40S	40K	AS	BK	TG	3	P
ORDERING INFORMATION:	LUMEN / WATTAGE PACKAGE (SEE PERFORMANCE TABLE FOR DETAILS, Page 2) P10S = DOWN LIGHT P10U = DOWN LIGHT AND UP LIGHT P20S = DOWN LIGHT P20U = DOWN LIGHT AND UP LIGHT P30S = DOWN LIGHT P35S = DOWN LIGHT P40S = DOWN LIGHT P50S = DOWN LIGHT P60S = DOWN LIGHT	VOLTAGE AS = AUTO-SENSING 120 - 277 V AH = AUTO-SENSING 347 - 480 V COLOR TEMPERATURE 27K = 2700 CCT 30K = 3000 CCT 40K = 4000 CCT 50K = 5000 CCT	COLOR BK = BLACK DB = DARK BLUE GR = GRAY GH = GRAPHITE GN = GREEN PP = PRIME PAINT WH = WHITE BZ = BRONZE TDC = TIGER DRYLAC COLOR (RAL***) CMC = CUSTOM MATCH COLOR XX = STD FINISH, TBD	DOOR AND GLASS TG = TEARDROP² GLASS & DOOR BG = BOWL GLASS & DOOR SG = SAG GLASS & DOOR OPTIC 3 = TYPE 3 ASYMMETRIC 4 = TYPE 4 ASYMMETRIC (ONLY ON TG DOOR AND GLASS) 5 = TYPE 5 SYMMETRIC	TOP ENTRY P = 1.5 NPT PENDANT MOUNT S = QUICK LOCK STEM MOUNT		

P7 PCLL SS

OPTIONS

AO = ADJUSTABLE OUTPUT DIMMING (NOT AVAILABLE WITH OPTIONS "P5", "P7", OR ANY OTHER DIMMING OPTION)
R = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE (3 PIN)
P5 = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE (5 PIN)
P7 = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE (7 PIN)
P3E = PREPARED FOR EXTERNAL 3PIN PHOTOCONTROL RECEPTACLE
P5E = PREPARED FOR EXTERNAL 5PIN PHOTOCONTROL RECEPTACLE
P7E = PREPARED FOR EXTERNAL 7PIN PHOTOCONTROL RECEPTACLE
PSC = SHORTING CAP (MUST BE USED WITH OPTION "R", "P5", OR "P7")
PCS = DTL TWISTLOCK PHOTOCONTROL FOR SOLID-STATE LIGHTING 120-277V (MUST BE USED WITH OPTION "R", "P5", OR "P7")
PCLL = DTL LONG LIFE TWISTLOCK PHOTOCONTROL FOR SOLID-STATE LIGHTING 120-277V (MUST BE USED WITH OPTION "R", "P5", OR "P7")
P34 = DTL TWISTLOCK PHOTOCONTROL 347V (MUST BE USED WITH OPTION "R", "P5" OR "P7")
P48 = DTL TWISTLOCK PHOTOCONTROL 480V (MUST BE USED WITH OPTION "R", "P5" OR "P7")
FPDXX = FACTORY PROGRAMMED DRIVER (XX = PERCENTAGE OF LUMENS OR WATTS. SEE PAGE 3)
DE = ROAM CONCIERGE DIMMING CONTROL (NOT AVAILABLE WITH VOLTAGE CODE AH, OR ANY OTHER PHOTOCONTROL OR DIMMING OPTION)
PND = 0-10V PART NIGHT DIMMING (AS VOLTAGE ONLY. MUST BE USED WITH OPTION "R")
DS = 30 INCH DIAMETER DEEP SKIRT FOR CUTOFF REQUIREMENT
SS = 30 INCH DIAMETER SHALLOW SKIRT FOR CUTOFF REQUIREMENT

OPTIONS (Cont.)

L1H = 3FT PREWIRED LEADS
L10 = 10FT PREWIRED LEADS
L20 = 20FT PREWIRED LEADS
L25 = 25FT PREWIRED LEADS
L30 = 30FT PREWIRED LEADS
NL2X2 = 2"x2" ANSI WATTAGE LABEL
NL3X3 = 3"x3" ANSI WATTAGE LABEL

ACCESSORIES

LT3HSS90 = HOUSE SIDE SHIELD, 90 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)
LT3HSS120 = HOUSE SIDE SHIELD, 120 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)
LT3HSS180 = HOUSE SIDE SHIELD, 180 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)
LT5HSS90 = HOUSE SIDE SHIELD, 90 DEGREE (AVAILABLE ON P40S, P50S, AND P60S)
LT5HSS120 = HOUSE SIDE SHIELD, 120 DEGREE (AVAILABLE ON P40S, P50S, AND P60S)
LT5HSS180 = HOUSE SIDE SHIELD, 180 DEGREE (AVAILABLE ON P40S, P50S, AND P60S)

NOTES:

1. ONLY AVAILABLE WITH "AS" VOLTAGE
2. ONLY AVAILABLE IN TYPE 3 AND 4
3. FOR AO DATA, REFER TO PAGE 7 OF INSTRUCTION SHEET ON WEBSITE (IM 396)

Memphis®
Utility Tear Drop LED 2

DECORATIVE
OUTDOOR

HOLOPHANE®
LEADER IN LIGHTING SOLUTIONS
An Acuity Brands Company

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SET OF REQUIREMENTS FOR THE MANUFACTURE OF THE ORDER NOTED ABOVE. A LIST OF SIMILAR DESIGNS MAY BE SUPPLIED BUT ONLY AFTER APPROVAL BY THE CUSTOMER. THIS DRAWING IS THE PROPERTY OF HOLOPHANE AND WILL BE SUPPLIED WITHOUT CHARGE. IT IS THE CUSTOMER'S RESPONSIBILITY TO PROTECT THIS DRAWING FROM UNAUTHORIZED REPRODUCTION. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THIS DRAWING. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THIS DRAWING. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THIS DRAWING.

ORDER #:	TYPE:	DRAWN:	DATE:	DWG NO:
		RAF	10/11/2018	LUM_MPL2

1 of 4

Performance Data. For skirt and house side shield options, consult factory or website.

LED Package	Glass	Distribution	System Watts	27K (2700K, 70 CRI)					30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
				Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
P10S	TG 3	T3S	57	6,947	122	1	3	3	7,101	125	1	3	3	7,451	131	1	3	3	7,400	130	1	3	3
	TG 4	T4M	57	6,646	117	3	3	3	6,793	119	3	3	3	7,128	125	3	3	3	7,079	124	3	3	3
	BG 3	T4M	57	6,731	118	2	3	3	6,880	121	2	3	3	7,220	127	2	3	3	7,170	126	2	3	3
	BG 5	T5S	57	7,087	124	3	3	2	7,244	127	3	3	2	7,601	133	3	3	3	7,549	132	3	3	3
	SG 3	T3S	57	6,822	120	1	3	3	6,973	122	1	3	3	7,317	128	1	3	3	7,266	127	1	3	3
P10U	SG 5	T5S	57	7,164	126	3	2	1	7,322	128	3	3	1	7,683	135	3	3	1	7,631	134	3	3	1
	TG 3	T3S	75	8,651	115	1	5	3	8,843	118	1	5	3	9,279	124	1	5	3	9,215	123	1	5	3
	DG 3	T4M	75	8,372	112	2	5	3	8,556	114	2	5	3	8,900	120	2	5	3	8,910	119	2	5	3
	BG 5	T5S	75	8,838	118	3	5	2	9,034	120	3	5	2	9,480	126	3	5	2	9,415	126	3	5	2
	SG 3	T3S	75	8,422	112	1	5	2	8,609	115	1	5	3	9,033	120	1	5	3	8,972	120	1	5	3
P20S	SG 5	T5S	75	8,647	115	2	5	3	8,839	118	2	5	3	9,275	124	2	5	3	9,211	123	2	5	3
	TG 3	T3S	83	9,610	116	2	3	3	9,823	118	2	3	3	10,308	124	2	3	3	10,237	123	2	3	3
	TG 4	T4M	83	9,193	111	3	3	3	9,397	113	4	3	4	9,861	119	4	3	4	9,793	118	4	3	4
	BG 3	T4M	83	9,312	112	2	3	4	9,519	115	2	3	4	9,988	120	2	3	4	9,919	120	2	3	4
	BG 5	T5S	83	9,804	118	3	3	3	10,021	121	3	3	3	10,515	127	4	3	3	10,443	126	4	3	3
P20U	SG 3	T3S	83	9,437	114	1	3	3	9,646	116	2	3	3	10,122	122	2	3	3	10,053	121	2	3	3
	SG 5	T5S	83	9,910	119	3	3	2	10,130	122	3	3	2	10,630	128	3	3	2	10,557	127	3	3	2
	TG 3	T3S	109	11,551	106	2	5	3	11,807	108	2	5	3	12,389	114	2	5	3	12,304	113	2	5	3
	BG 3	T4M	109	11,179	103	2	5	4	11,427	105	2	5	4	11,990	110	2	5	4	11,908	109	2	5	4
	BG 5	T5S	109	11,801	108	3	5	3	12,063	111	3	5	3	12,697	116	3	5	3	12,571	115	3	5	3
P30S	SG 3	T3S	109	11,245	103	2	5	3	11,495	105	2	5	3	12,061	111	2	5	3	11,979	110	2	5	3
	SG 5	T5S	109	11,546	106	2	5	3	11,802	108	2	5	3	12,384	114	2	5	3	12,299	113	2	5	3
	TG 3	T3S	118	12,634	107	2	3	3	12,914	109	2	3	3	13,551	115	2	3	3	13,458	114	2	3	3
	TG 4	T4M	118	12,086	102	3	3	3	12,354	105	4	3	4	12,964	110	4	3	4	12,874	109	4	3	4
	BG 3	T4M	118	12,242	104	2	3	4	12,513	106	2	3	4	13,130	111	3	3	5	13,040	111	3	3	5
P35S	BG 5	T5S	118	12,888	109	4	3	3	13,174	112	4	3	3	13,823	117	4	3	3	13,729	116	4	3	3
	SG 3	T3S	118	12,406	105	2	3	3	12,681	107	2	3	3	13,307	113	2	3	3	13,215	112	2	3	3
	SG 5	T5S	118	13,028	110	3	3	2	13,317	113	3	3	2	13,974	118	4	3	2	13,879	118	4	3	2
	TG 3	T3S	144	14,335	100	2	3	4	14,653	102	2	3	4	15,375	107	2	3	4	15,270	106	2	3	4
	TG 4	T4M	144	13,713	95	4	3	4	14,018	97	4	3	4	14,709	102	4	3	4	14,607	101	4	3	4
P40S	BG 3	T4M	144	13,890	96	3	3	5	14,198	99	3	3	5	14,898	103	3	3	5	14,796	103	3	3	5
	BG 5	T5S	144	14,623	102	4	3	3	14,948	104	4	3	3	15,685	109	4	3	3	15,577	108	4	3	3
	SG 3	T3S	144	14,077	98	2	3	3	14,389	100	2	3	3	15,098	105	2	3	3	14,995	104	2	3	3
	SG 5	T5S	144	14,782	103	4	3	2	15,110	105	4	3	2	15,855	110	4	3	2	15,747	109	4	3	2
	TG 3	T3S	140	15,649	112	3	3	4	15,996	114	3	3	4	16,785	120	3	3	4	16,670	119	3	3	4
P50S	TG 4	T4M	140	14,970	107	4	3	4	15,303	109	4	3	4	16,057	115	4	3	4	15,946	114	4	3	4
	BG 3	T4M	140	14,746	105	3	4	5	15,073	108	3	4	5	15,816	113	3	4	5	15,707	112	3	4	5
	BG 5	T5S	140	15,484	111	4	3	4	15,827	113	4	3	4	16,608	119	4	4	4	16,494	118	4	4	4
	SG 3	T3S	140	14,937	107	2	3	4	15,268	109	2	3	4	16,021	114	2	3	4	15,911	114	2	3	4
	SG 5	T5S	140	16,071	115	4	3	3	16,427	117	4	3	3	17,237	123	4	3	3	17,119	122	4	3	3
P60S	TG 3	T3S	174	18,715	108	3	3	4	19,130	110	3	3	4	20,073	115	3	3	4	19,935	115	3	3	4
	TG 4	T4M	174	17,903	103	4	3	4	18,301	105	4	3	4	19,203	110	4	3	4	19,071	110	4	3	4
	BG 3	T4M	174	17,634	101	3	4	5	18,025	104	3	4	5	18,914	109	3	4	5	18,784	108	3	4	5
	BG 5	T5S	174	18,517	106	4	4	4	18,928	109	4	4	4	19,861	114	4	4	4	19,725	113	4	4	4
	SG 3	T3S	174	17,863	103	2	3	4	18,259	105	2	3	4	19,160	110	2	3	5	19,028	109	2	3	4
P60S	SG 5	T5S	174	19,219	110	4	3	3	19,645	113	4	3	3	20,614	118	4	3	3	20,472	118	4	3	3
	TG 3	T3S	242	22,907	95	3	3	5	23,508	97	3	3	5	24,667	102	3	3	5	24,497	101	3	3	5
	TG 4	T4M	242	21,999	91	4	3	4	22,488	93	4	3	4	23,597	98	4	3	4	23,434	97	4	3	4
	BG 3	T4M	242	21,670	90	3	4	5	22,150	92	3	4	5	23,244	96	3	4	5	23,083	95	3	4	5
P60S	BG 5	T5S	242	22,755	94	5	4	5	23,259	96	5	4	5	24,409	101	5	4	5	24,239	100	5	4	5
	SG 3	T3S	242	21,951	91	3	3	5	22,438	93	3	3	5	23,545	97	3	3	5	23,383	97	3	3	5
	SG 5	T5S	242	23,617	98	4	3	3	24,141	100	4	3	3	25,331	105	4	3	3	25,157	104	4	3	3

S = Short M = Medium

Lumen Ambient Temperature Data

Lumen Ambient Temperature (LAT) Multipliers									
°C	P10U	P20U	P10S	P20S	P30S	P35S	P40S	P50S	P60S
0	1.04	1.05	1.04	1.05	1.06	1.07	1.06	1.07	1.09
10	1.03	1.03	1.03	1.03	1.04	1.04	1.04	1.04	1.05
20	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.02
25	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
30	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
40	0.97	0.97	0.97	0.97	0.96	0.95	0.96	0.95	0.94

Lumen Maintenance Data

Lumen Maintenance (same for all LED packages)				
Hours	0	25,000	50,000	100,000
Factor	1	0.9	0.84	0.75

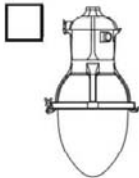
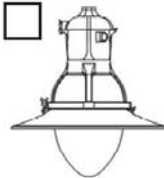
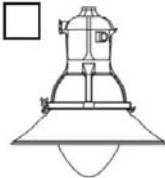
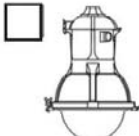
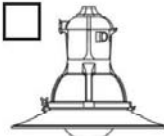
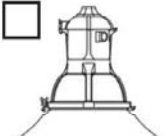
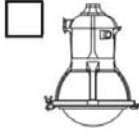
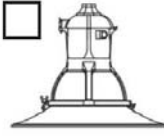
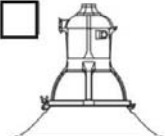
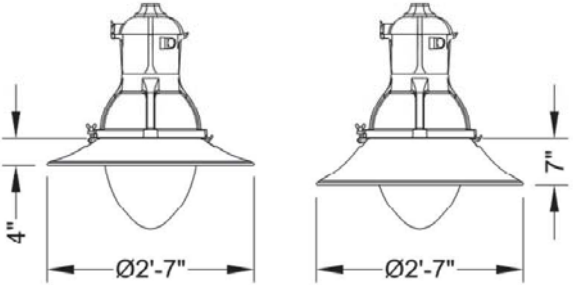
TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

2 of 4	ORDER #:	THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF 100% DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.		 HOLOPHANE® LEADER IN LIGHTING SOLUTIONS An Acuity Brands Company	DECORATIVE OUTDOOR	Memphis® Utility Tear Drop LED 2
	TYPE:					
	DRAWN: RAF					
	DATE: 10/11/2018					
	DWG NO: LUM MPL2					

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FPDXX Data Options

FPDxx setting	P105 27K						P105 30K						P105 40K						P105 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	6.947	6.731	7.087	6.822	7.164	57	7.101	6.880	7.244	6.973	7.322	57	7.451	7.220	7.601	7.317	7.683	57	7.400	7.170	7.549	7.266	7.631	57
FPD95	6.838	6.632	6.772	6.519	6.846	54	6.785	6.574	6.922	6.663	6.997	54	7.120	6.899	7.263	6.992	7.342	54	7.071	6.851	7.213	6.943	7.292	54
FPD90	6.326	6.129	6.453	6.212	6.523	51	6.466	6.265	6.596	6.349	6.667	51	6.785	6.574	6.921	6.663	6.996	51	6.738	6.529	6.874	6.616	6.948	51
FPD85	6.009	5.822	6.130	5.901	6.197	48	6.142	5.951	6.266	6.032	6.334	48	6.445	6.245	6.575	6.329	6.646	48	6.401	6.202	6.530	6.285	6.601	48
FPD80	5.689	5.512	5.804	5.587	5.887	45	5.815	5.634	5.932	5.710	5.996	45	6.102	5.913	6.225	5.992	6.292	45	6.060	5.872	6.182	5.950	6.249	45
FPD75	5.365	5.199	5.474	5.269	5.533	43	5.484	5.314	5.595	5.386	5.655	43	5.755	5.576	5.871	5.651	5.934	43	5.715	5.538	5.830	5.612	5.894	43
FPDxx setting	P100 27K						P100 30K						P100 40K						P100 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	8.651	8.372	8.838	8.422	8.647	75	8.848	8.558	9.034	8.609	8.839	75	9.279	8.980	9.480	9.033	9.275	75	9.215	8.918	9.415	8.972	9.211	75
FPD95	8.264	7.998	8.443	8.046	8.261	72	8.448	8.176	8.630	8.234	8.444	72	8.864	8.579	9.056	8.629	8.861	72	8.803	8.519	8.994	8.571	8.799	72
FPD90	7.873	7.619	8.044	7.665	7.870	68	8.048	7.789	8.222	7.835	8.044	68	8.445	8.173	8.628	8.221	8.441	68	8.387	8.116	8.569	8.166	8.383	68
FPD85	7.478	7.237	7.639	7.280	7.474	64	7.644	7.397	7.809	7.442	7.640	64	8.021	7.762	8.194	7.808	8.017	64	7.965	7.709	8.138	7.755	7.962	64
FPD80	7.078	6.850	7.231	6.891	7.075	61	7.235	7.002	7.391	7.044	7.232	61	7.592	7.347	7.756	7.390	7.588	61	7.539	7.296	7.703	7.341	7.536	61
FPD75	6.674	6.458	6.818	6.497	6.671	57	6.822	6.602	6.969	6.641	6.819	57	7.158	6.928	7.313	6.968	7.155	57	7.109	6.880	7.263	6.921	7.106	57
FPDxx setting	P205 27K						P205 30K						P205 40K						P205 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	9.610	9.312	9.804	9.437	9.510	83	9.823	9.519	10.021	9.646	10.130	83	10.308	9.988	10.515	10.122	10.630	83	10.237	9.919	10.443	10.053	10.557	83
FPD95	9.212	8.926	9.398	9.046	9.499	79	9.416	9.125	9.606	9.246	9.710	79	9.881	9.574	10.079	9.703	10.190	79	9.813	9.508	10.010	9.637	10.120	79
FPD90	8.805	8.532	8.982	8.646	9.080	75	9.000	8.721	9.181	8.838	9.281	75	9.444	9.151	9.634	9.274	9.739	75	9.379	9.088	9.568	9.211	9.672	75
FPD85	8.389	8.129	8.558	8.238	8.691	71	8.575	8.309	8.747	8.420	8.843	71	8.996	8.719	9.179	8.846	9.279	71	8.936	8.658	9.149	8.773	9.215	71
FPD80	7.964	7.717	8.125	7.820	8.212	66	8.140	7.888	8.304	7.994	8.395	66	8.542	8.277	8.714	8.388	8.809	66	8.483	8.220	8.654	8.331	8.749	66
FPD75	7.530	7.287	7.682	7.396	7.765	62	7.697	7.459	7.852	7.549	7.938	62	8.077	7.827	8.240	7.932	8.330	62	8.022	7.773	8.183	7.878	8.272	62
FPDxx setting	P305 27K						P305 30K						P305 40K						P305 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	11.551	11.179	11.801	11.245	11.546	109	11.807	11.427	12.063	11.495	11.802	109	12.389	11.990	12.657	12.061	12.384	109	12.304	11.908	12.571	11.979	12.299	109
FPD95	11.066	10.710	11.306	10.773	11.061	104	11.311	10.947	11.557	11.013	11.307	104	11.869	11.487	12.126	11.555	11.864	104	11.788	11.408	12.043	11.476	11.783	104
FPD90	10.571	10.231	10.800	10.267	10.567	98	10.806	10.458	11.040	10.520	10.801	98	11.338	10.973	11.584	11.038	11.334	98	11.260	10.896	11.505	10.963	11.256	98
FPD85	10.067	9.742	10.284	9.800	10.062	93	10.290	9.958	10.513	10.018	10.285	93	10.797	10.449	11.030	10.511	10.792	93	10.723	10.378	10.955	10.440	10.718	93
FPD80	9.552	9.244	9.759	9.299	9.548	88	9.764	9.449	9.975	9.506	9.760	88	10.245	9.915	10.467	9.974	10.241	88	10.175	9.847	10.395	9.906	10.171	88
FPD75	9.028	8.737	9.223	8.789	9.024	82	9.228	8.931	9.428	8.984	9.224	82	9.683	9.371	9.892	9.426	9.679	82	9.616	9.307	9.825	9.362	9.612	82
FPDxx setting	P405 27K						P405 30K						P405 40K						P405 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	12.634	12.242	12.888	12.406	13.028	136	12.914	12.513	13.174	12.681	13.317	136	13.555	13.130	13.823	13.307	13.974	136	13.458	13.040	13.729	13.215	13.879	136
FPD95	12.177	11.799	12.422	11.957	12.556	132	12.447	12.046	12.697	12.222	12.835	132	13.061	12.655	13.323	12.825	13.468	132	12.971	12.568	13.232	12.737	13.377	132
FPD90	11.699	11.336	11.934	11.498	12.064	106	11.959	11.597	12.199	11.742	12.331	106	12.548	12.158	12.800	12.322	12.640	106	12.463	12.075	12.713	12.237	12.852	106
FPD85	11.201	10.854	11.426	10.999	11.551	99	11.449	11.094	11.680	11.243	11.807	99	12.014	11.641	12.255	11.798	12.389	99	11.932	11.561	12.172	11.716	12.305	99
FPD80	10.684	10.352	10.899	10.491	11.017	91	10.921	10.582	11.141	10.724	11.261	91	11.459	11.103	11.689	11.253	11.817	91	11.381	11.027	11.610	11.175	11.737	91
FPD75	10.147	9.833	10.351	9.964	10.464	87	10.372	10.050	10.581	10.185	10.696	87	10.884	10.546	11.102	10.688	11.224	87	10.809	10.474	11.027	10.614	11.147	87
FPDxx setting	P505 27K						P505 30K						P505 40K						P505 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	14.335	13.890	14.623	14.077	14.782	144	14.653	14.198	14.948	14.389	15.110	144	15.375	14.898	15.685	15.098	15.855	144	15.270	14.796	15.577	14.995	15.747	144
FPD95	13.886	13.455	14.165	13.636	14.319	136	14.194	13.753	14.480	13.938	14.637	136	14.893	14.431	15.194	14.625	15.358	136	14.792	14.333	15.089	14.525	15.254	136
FPD90	13.405	12.989	13.674	13.163	13.823	129	13.702	13.277	13.978	13.455	14.129	129	14.377	13.931	14.667	14.118	14.826	129	14.279	13.836	14.566	14.022	14.725	129
FPD85	12.892	12.492	13.151	12.660	13.294	121	13.178	12.769	13.443	12.940	13.589	121	13.827	13.398	14.106	13.578	14.259	121	13.733	13.306	14.009	13.485	14.162	121
FPDxx setting	P605 27K						P605 30K						P605 40K						P605 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	15.649	14.746	15.484	14.937	16.071	140	15.996	15.073	15.827	15.268	16.427	140	16.785	15.816	16.608	16.021	17.237	140	16.670	15.707	16.494	15.911	17.119	140
FPD95	15.066	14.178	14.887	14.361	15.457	133	15.380	14.447	15.217	14.680	15.794	133	16.138	15.207	16.068	15.404	16.571	133	16.028	15.107	15.958	15.288	16.494	133
FPD90	14.422	13.590	14.270	13.766	14.811	125	14.742	13.891	14.586	14.071	15.139	125	15.469	14.576	15.306	14.765	15.896	125	15.363	14.476	15.201	14.664	15.777	125
FPD85	13.871	13.071	13.725	13.240	14.246	119	14.179	13.361	14.029	13.534	14.561	119	14.878	14.019	14.722	14.201	15.279	119	14.776	13.925	14.620	14.104	15.174	119
FPDxx setting	P705 27K						P705 30K						P705 40K						P705 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	18.175	17.634	18.417	17.863	19.219	174	18.170	18.025	18.901	18.259	19.645	174	19.473	18.914	19.861	19.160	20.614	174	19.395	18.784	19.725	19.028	20.472	174
FPD95	18.100	17.505	17.909	17.276	18.588	165	18.501	17.433	18.306	17.659	19.020	165	19.413	18.299	19.208	18.550	19.917	165	19.380	18.167	19.077	18.403	19	

Mark Appropriate Box for Trim Option		Standard	Shallow Skirt	Deep Skirt
Teardrop Glass (Asymmetric)	☐			
	☐			
	☐			
Skirt Dimensions (For Teardrop, Bowl, and Sag glass)				
TO ACCOMPANY CHANGE ORDER NO. <u>017</u> JOB NO. <u>CA0903</u> FAP: <u>9991</u> COUNTY: <u>BENTON</u>				
Specifications DESCRIPTION The Memphis luminaire is styled to replicate the "teardrop" luminaires that lighted boulevards in the first half of the 1900s. Designed for light control and ease of installation and maintenance, the Memphis has a precision optical system for true street lighting performance. WIRING CHAMBER The wiring chamber has either a 1.50 inch NPT with a stainless steel set screw or a welded stem. The stem (Quick Lock Stem Mounting option) aids installation speed. A (3) station terminal block that accepts #14 through #2 wires and has a quick disconnect harness with removable electrical module is provided. ELECTRICAL / REFLECTOR ASSEMBLY The electrical / reflector assembly hinges down from the wiring chamber for ease in wiring and to facilitate the removal of the electrical module. The assembly is secured in place by a stainless steel latch. The unitized electrical module consists of the electronic driver and components mounted to an aluminum plate that is easily removed by loosening two screws in the base of the housing. The disconnect plug connects the ballast to the terminal block in the wiring chamber. REFRACTOR / DOOR ASSEMBLY The cast aluminum door supports a teardrop, bowl or sag shaped, thermal resistant borosilicate glass refractor that controls the light to provide an I.E.S. asymmetric (teardrop, bowl and sag glass) and symmetric (bowl and sag glass) distribution. I.E.S. asymmetric cut off distribution is available on the bowl glass with the decorative deep skirt option and the sag glass with either the decorative shallow or deep skirt option. The refractor assembly and decorative skirt (when applicable) assembly hinges from the electrical / reflector assembly and is latched by a tamper-resistant, color matched bracket and with nut assembly. DRIVER LED programmable dimmable driver located in the upper electrical housing. FINISH / MATERIAL The luminaire is finished with polyester powder paint to insure maximum durability. All castings utilize low copper aluminum for maximum corrosion resistance and all exposed hardware is stainless steel. CERTIFICATION CSA listing suitable for wet location up to 40°C. Consult factory for details.				

Memphis®
Utility Tear Drop LED 2

DECORATIVE
OUTDOOR

HOLOPHANE®
LEADER IN LIGHTING SOLUTIONS
An Acuity Brands Company

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SET OF REQUIREMENTS FOR THE MANUFACTURE OF THE LUMINAIRE DESCRIBED HEREIN. NO CHANGES OR MODIFICATIONS SHALL BE MADE TO THIS DRAWING WITHOUT THE WRITTEN APPROVAL OF THE COMPANY. THE CUSTOMER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE INSTALLATION OF THIS LUMINAIRE. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS RESULTING FROM THE USE OF THIS LUMINAIRE. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS RESULTING FROM THE USE OF THIS LUMINAIRE. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS RESULTING FROM THE USE OF THIS LUMINAIRE.

ORDER #: _____
 TYPE: _____
 DRAWN: RAF
 DATE: 10/11/2018
 DWG NO: LUM_MPL2

4 of 4

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EAGLE TRAFFIC CONTROL SYSTEMS

A DIVISION OF  **BROWN**
Traffic Products, Inc.

TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

Super-P Cabinet Assembly *NEMA Specification*

Description

The Eagle Super P cabinet secures and protects traffic management-related electronic components from all forms of outdoor natural elements, including rain, sleet and snow. The Super P aluminum cabinet also includes a divided compartment to house a battery backup system, allowing for an uninterrupted power supply in the same enclosure, for ease of installation.



Features

- Traffic & Ramp Metering
- Completely fabricated from .125" thick type 5052-H32, vinyl coated, mill finished aluminum utilizing intermittently welded construction, weatherproofed with silicone sealant.
- Internal attaching components include six (6) adjustable "C" channels, (3) per side, and three (3) slotted rails on the rear wall in the controller compartment and six (6) adjustable "C" channels, (2) per side and (2) on the rear wall in the battery backup compartment for attaching shelves and equipment panels.
- The door openings are double flanged on the top, bottom and sides to prevent water from entering the cabinet. The openings also include a mount for two door-operated switches.
- Thermo-convection air ventilation system utilized with provisions for mounting fan for forced air cooling. Exhaust outlet openings are provided under the roof over-hang.
- All internal and external hardware utilizes non-corrosive material.
- Adjustable 3/8" diameter stainless steel door stop can be latched in various positions.
- Two (2) shelves in the controller compartment and three (3) shelves in the battery backup compartment are included.

Cabinets by Eagle Traffic Controls

Ordering Information

Catalog No.	Description
ELS1014	Base mount P cabinet with integrated UPS compartment

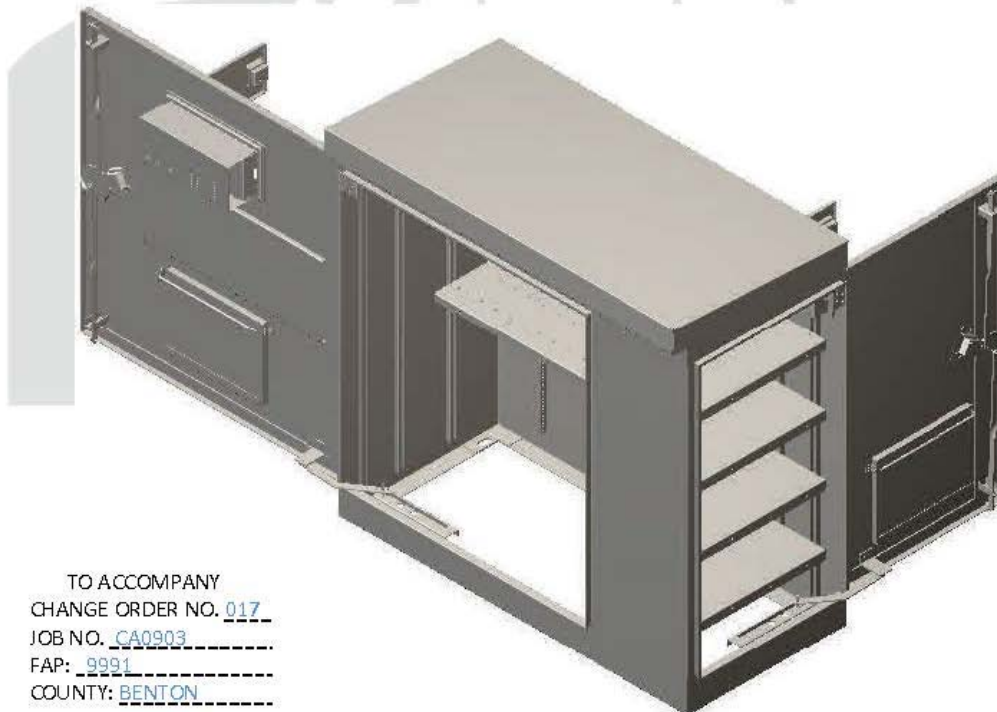
Options

- Special fan mounting available.
- Continuous welded enclosure for maximum protection from contaminants.
- Special lock keying combinations.
- Special paint per customer requirements.

Eagle cabinets and accessories are built with the highest standards in quality and manufacturing. With a long standing history of technological innovations, well renowned customer service, and high quality products and services, Eagle is the leader in traffic technology products and solutions. For more information on our product line see our website at www.browntraffic.com

Standard Door Features

- Both doors are provided with three-point locking mechanism.
- $\frac{3}{4}$ " diameter stainless steel inward turning handle on the controller compartment door and outward turning handle on the battery backup compartment door. Both with provisions for padlocking.
- Doors are equipped with industrial standard pin tumbler lock with #2 key.
- Louvered inlet with filter to prevent dirt from entering with air flow.
- Closed-cell neoprene door seal gaskets used.
- Doors are mounted with four (4) stainless steel hinges utilizing a non-removable $\frac{1}{4}$ " diameter hinge pin for door support, carriage bolted in place for ease of door removal
- A 2" deep, fabricated switch compartment is included with a standard "police" lock and a 18-gauge stainless steel continuous hinge with a $\frac{1}{8}$ "-diameter hinge pin riveted in place is included on both doors. Compartments are mounted flush to the door.



TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON



SP 1250LX

Online UPS with integrated PIM and programmable display

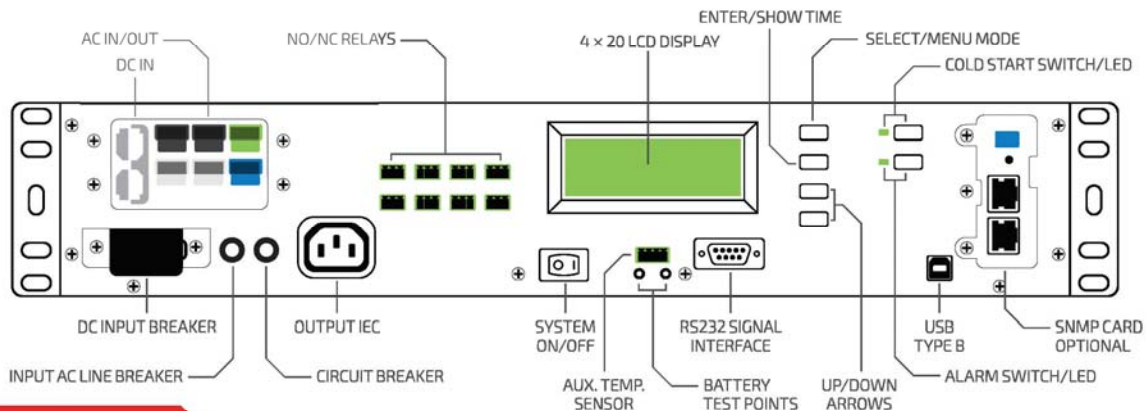


TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
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COUNTY: BENTON

Overview

The SP 1250LX features an integrated Power Interface Module and programmable display. The LX Series are advanced UPS that provide clean, regulated dual conversion power for controllers and other sensitive equipment inside the traffic cabinet. Rated for 1250 VA/875 W, with operational temperature of -40°C to +74°C (-40°F to 165°F), the SP 1250LX has been independently tested and certified to comply with NEMA temperature standards as well as

NEMA standards for shock and vibration. Compatible with most existing traffic cabinets, the SP 1250LX can be rack or shelf mounted and can be configured with either front or rear power connectors. The SP 1250LX provides full operation in intersections with all LEDs. Advanced communication features allow monitoring, configuration and control of the system over RS232, modem or network connections. Available with battery bus voltages of 48 V or 72 V.



Features

- Space saving design: 2U vertical rack space
- On-line, conditioned, regenerated power for cabinet equipment protection
- Operates in extreme environments from -40°C to +74°C (-40°F to +165°F)
- Power quality analytical data recorded and exportable to Excel in CSV format
- USB connectivity with monitoring center or other equipment
- Power factor corrected for reliable and safe power

CLARY



Specifications

Electrical Input

Voltage	75 VAC to 155 VAC (before going to batteries)
Frequency	45 Hz to 85 Hz

Electrical Output

Voltage	120 VAC $\pm$ 3%
Frequency	50 Hz or 60 Hz
Current	10.4 A
Rating	1250 VA / 875 W
Crest Factor Ratio	• 50% load up to 4.8:1 • 75% load up to 3.2:1 • 100% load up to 2.4:1
THD	4.00% maximum
Dynamic Response	$\pm$ 4% for 100% step load change 0.6 ms recovery time
Overload	• 110% for 10 sec • 200% for 50 ms
UPS Protection	• Input and output short circuit • Input and output overload • Excessive battery discharge

Environmental

Temperature	-40°C to +74°C (-40°F to +165°F)
Humidity	0% to 95% non-condensing
Altitude	Sea level to 10,000 ft

Mechanical

Input	Hardwired to bypass box
Outputs	Hardwired to bypass box, with single 15 Amp receptacle
Dimensions (H x W x D)	3.5" x 18.0" x 10.0" (2U)
Weight	13 lb
Cooling	• Low velocity • Forced air

Design

Standard Features	• Power factor corrected input • Fully regenerative • True on-line continuous power • Low distortion sine wave output • Designed for non-linear loads • Extended brownout protection • EIA/RS232 data interface
Certifications	• IEEE 587/ANSI C82.4 • IEC 555 @ 120 VA • NEMA
Typical Recharge Time (to 95% capacity @ 100% load)	48-72 hrs (more time required with extended battery option)

Control and Indicators

Switches / Control Panel	• System power • Cold start • Test • Alarm silence • Four line LCD display panel
Alarms	• Utility interrupt • Inverter failure • Overload • Low battery • Self test
Intelligent Computer Interfaces	• Serial interface for EIA 232 • 1 each DB9-F (RS232 and signal interface pins) and 1 each USB • Full interactive remote computer monitoring and control of most features including load control (requires optional monitoring software) • NTCIP and TCP/IP ready
Contact Closures	• "D" connector • Open collector (see user manual for additional interface information)

Options

SNMP Interface	Allows full control and monitoring interface over network connection. Compatible with HP Openview™, IBM Netview™, CA Unicenter TNG™, and other major software offerings.
Battery Bus Voltage	48 V or 72 V

TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

UPS MANAGEMENT HARDWARE

SNMP Adapter

SNMP/HTTP Adapter

CT-09A2, DT-09A2, SP-09A2, SPD-09A2, **SPO-09A2** or SP-09G (Internal)
CT-09H, DT-09H or SP-09H (External)

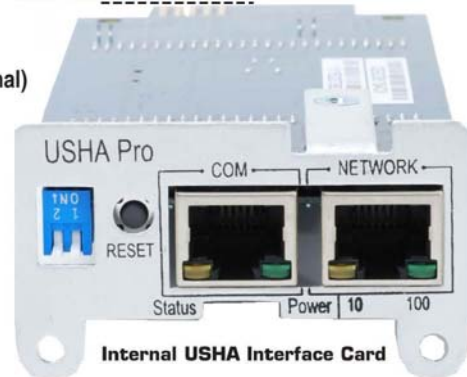
Features:

SMART UPS SNMP HTTP ADAPTER
SNMP over UDP/IP HTTP over TCP/IP
ARP, RARP, TFTP and ICMP

The optional SNMP/HTTP card functions as an SNMP agent and includes an embedded HTTP server (web server). This means that one industry standard management tool can be used to monitor and control all your UPS systems from one central location, and power management can now be integrated into your existing network or building management strategy. Alarms ('traps') can be configured to ensure automatic notification of events such as low battery, power outage or overload. MIBs are included with the product for integration into your system management software.

Control and management functions are also available through any standard web browser (e.g. Internet Explorer, Netscape or Opera). Simply point your browser to the network address assigned to the card, and the embedded web server returns web pages providing access to monitor or control all system parameters. The easy-to-use browser interface with online help means that minimum training is required to enable staff to effectively manage the UPS and protected devices. A sophisticated Java applet provides full system monitoring in real time, along with comprehensive event and history logs.

TO ACCOMPANY
CHANGE ORDER NO. 017
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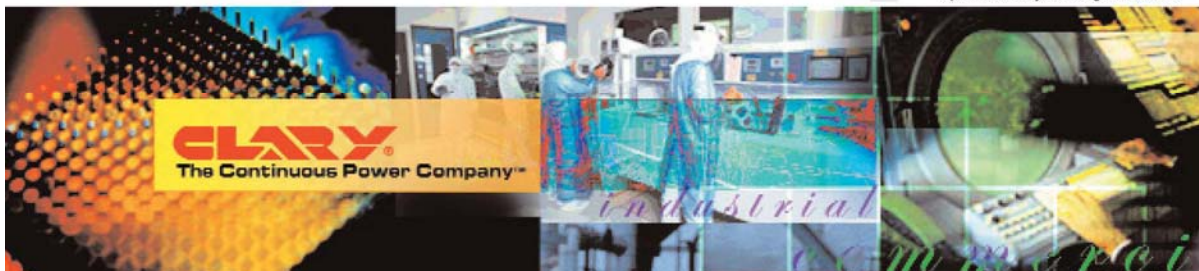


FEATURES:

- ✓ Configurable from serial port or web browser
- ✓ Management from SNMP manager or web browser
- ✓ Supports standard UPS MIB
- ✓ Firmware upgrades by TFTP via serial port
- ✓ Full-featured GUI runs in web browser
- ✓ Accessible from any workstation on the network using SNMP/HTTP, regardless of OS via standard browser
- ✓ UPS Shutdown warning broadcast capability
- ✓ Realtime monitoring of all functions
- ✓ Full history logs
- ✓ Scheduling functions
- ✓ Supports: Linux, Novell, SCO Unix 5.x, SCO Unixware 7.x, Solaris (x86) and Windows 2000, Me, XP, HP-UX, IBM-AIX, FreeBSD and other Linux derived Operating Systems
- ✓ Supports Environmental Monitoring Device (EMD) that provides temperature and humidity sensing.
- ✓ Additional detection or sensing of motion, smoke, security devices, water sensor or vibration sensors is also supported.
- ✓ Certifications: CE, FCC Class B

Where Power Is a way of life

Specifications subject to change without notice



UPS MANAGEMENT HARDWARE



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | ConnectingArkansasProgram.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261 | Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

June 19, 2020

Mr. Daniel Hoyt
Emery Sapp & Sons
2301 I-70 Drive
NW Columbia, MO 65202

TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

Proposed CO for Decorative Signals
Job No. CA0903
FAP: 9991
Hwy. 71 Interchange (B.V. Bypass)(F)
Benton County

Dear Mr. Hoyt,

The Department is considering to revise several signal related items within the Contract to provide for a more aesthetically pleasing interchange. This proposal will revise the following items:

System Local Controller TS2-Type 2, E-Net (8 Phases)
Traffic Signal Mast Arm and Pole Foundation (36')
Traffic Signal Mast Arm and Pole Foundation (42')
Traffic Signal Pedestal Pole with Foundation

All construction shall be done in accordance with the standard specifications and attached details. Please provide updated pricing for the listed items with an associated price breakdown. If you have any questions, please call this office.

Sincerely,


For Bashar Qedan
Resident Engineer

BQ/jdk
Attachments

C/ State Construction Engineer
District Nine Engineer
Job File w/attachments

Ornamental Pole Top & Bases

Pelco's decorative pole top and bases help make the traffic signal aesthetically pleasing to the eye. Available for various pole diameters and multiple finish options.



TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

Ornamental Pole Top, Cast Alum, 5-1/4" - 24-1/4" Diameter Pole (36" in Height)

PB-5315 -

Cap Size	Trim Color	Coating
5.25 thru 24.25	T__=Paint	PNC=Process No Color P__=Paint

Note:
Cap Size available in 1" increments.



Ornamental Pole Base, 4-Piece Cast Alum, 8" - 12" Diameter Pole (27" Footprint)

PB-5354 -

Pole Diameter	Trim Color	Coating
8.00 thru 12.00	T__=Paint	PNC=Process No Color P__=Paint

Ornamental Pole Base, 4-Piece Cast Alum, 12" - 16" Diameter Pole (30" Footprint)

PB-5355 -

Pole Diameter	Trim Color	Coating
12.00 thru 16.00	T__=Paint	PNC=Process No Color P__=Paint

Ornamental Pole Base, 4-Piece Cast Alum, 18" - 26" Diameter Pole (40" Footprint)

PB-5381 -

Pole Diameter	Coating
18.00 thru 26.00	PNC=Process No Color P__=Paint

Note: 1. All assemblies are supplied standard with stainless hardware.
2. Contact Pelco for a complete Ornamental product catalog.
3. See Reference Section for available paint colors.

CODE	COATING
PNC	Process No Color
BOX	Black Oxide
BRS	Brass
CRM	Chrome
EC1	E-coat Black
GLV	Galvanized
ZN1	Zinc Bright
ZN2	Zinc Yellow
P__	Paint (add color #)

TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
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POWDER COAT STANDARD COLORS	
P29	Federal Yellow
P30	Automatic Green
P33	Gloss Black
P34	Flat Black
P36	New York State Green (forest)
P38	Louisiana Green
P39	Bronze
P40	Silver

WET PAINT STANDARD COLORS	
P01	Federal Yellow
P03	Flat Black
P04	Gloss Black
P05	New York State Green (forest)
P06	Automatic Green (dark olive)
P16	Industrial Red Primer
P22	Gloss White (industrial enamel)

POWDER COAT SPECIAL COLORS (SUBJECT TO SPECIAL SETUP CHARGE)	
P28	Sun Gold (w/ clear top coat)
P32	Clear Coat
P35	Iron Gray
P40	Silver (w/ clear top coat)
P44	Antique Black Matte
P45	Super Wet White
P46	Brown Rust
P47	Brown Base
P48	Gray Primer (zinc rich)
P49	Cratered Pewter
P51	Cratered Bronze
P61	Blood Red
P62	MDC Gray
P63	Mocha Brown
P64	KOMO Bronze
P69	Brushing Brown
P71	Dark Green
P74	Bottle Green
P75	Fir Green
P76	Forest Green
P79	Dark Sepia Brown

Note:

Pelco can match your custom colors.

Please provide the following and contact Pelco for pricing.

- For custom powder: RAL number or paint chip.
 - For wet paint: Federal Standard 595 paint code or paint chip.
- Special setup and paint charge will apply.



Teardrop Glass: 1'-5" wide, 2'-10" high

Bowl Glass: 1'-5" wide, 2'-3" high

Sag Glass: 1'-5" wide, 2' high

Teardrop Glass: 1'-7" wide, 1'-8" high

Bowl Glass: 1'-7" wide, 1'-8" high

Sag Glass: 1'-7" wide, 1'-8" high

Teardrop Glass: 1'-8" wide, 1'-2" high

Bowl Glass: 1'-8" wide, 1'-2" high

Sag Glass: 1'-8" wide, 1'-2" high

Maximum Effective Projected Area - 2.37 ft²
Maximum Weight - 69 lbs (Up Light Version)
Maximum Weight - 60 lbs (Down Light Version)

1.50" NPT Pendant Mount (P)
Quick Lock Stem Mount (S)
Hinge
Uplight Refractor (Optional)
Stainless Steel Latch
TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP 9991
COUNTY: BENTON

Optional NEMA Turn-Lock Photocontrol Receptacle

Memphis®
UTILITY TEAR DROP LED 2

DECORATIVE OUTDOOR

HOLOPHANE®
LEADER IN LIGHTING SOLUTIONS
An Acuity Brands Company

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EXAMPLE: MPL2 P10S 40K AS BK TG 3 S

MPL2	P40S	40K	AS	BK	TG	3	P
ORDERING INFORMATION: LUMEN / WATTAGE PACKAGE (SEE PERFORMANCE TABLE FOR DETAILS, Page 2) P10S = DOWN LIGHT P10U = DOWN LIGHT AND UP LIGHT P20S = DOWN LIGHT P20U = DOWN LIGHT AND UP LIGHT P30S = DOWN LIGHT P35S = DOWN LIGHT P40S = DOWN LIGHT P50S = DOWN LIGHT P60S = DOWN LIGHT	VOLTAGE AS = AUTO-SENSING 120 - 277 V AH = AUTO-SENSING 347 - 480 V COLOR TEMPERATURE 27K = 2700 CCT 30K = 3000 CCT 40K = 4000 CCT 50K = 5000 CCT	COLOR BK = BLACK DB = DARK BLUE GR = GRAY GH = GRAPHITE GN = GREEN PP = PRIME PAINT WH = WHITE BZ = BRONZE TDC = TIGER DRYLAC COLOR (RAL***) CMC = CUSTOM MATCH COLOR XX = STD FINISH, TBD	DOOR AND GLASS TG = TEARDROP² GLASS & DOOR BG = BOWL GLASS & DOOR SG = SAG GLASS & DOOR OPTIC 3 = TYPE 3 ASYMMETRIC 4 = TYPE 4 ASYMMETRIC (ONLY ON TG DOOR AND GLASS) 5 = TYPE 5 SYMMETRIC	TOP ENTRY P = 1.5 NPT PENDANT MOUNT S = QUICK LOCK STEM MOUNT			

P7 PCLL SS

OPTIONS

AO = ADJUSTABLE OUTPUT DIMMING (NOT AVAILABLE WITH OPTIONS "P5", "P7", OR ANY OTHER DIMMING OPTION)
R = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE (3 PIN)
P5 = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE (5 PIN)
P7 = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE (7 PIN)
P3E = PREPARED FOR EXTERNAL 3PIN PHOTOCONTROL RECEPTACLE
P5E = PREPARED FOR EXTERNAL 5PIN PHOTOCONTROL RECEPTACLE
P7E = PREPARED FOR EXTERNAL 7PIN PHOTOCONTROL RECEPTACLE
PSC = SHORTING CAP (MUST BE USED WITH OPTION "R", "P5", OR "P7")
PCS = DTL TWISTLOCK PHOTOCONTROL FOR SOLID-STATE LIGHTING 120-277V (MUST BE USED WITH OPTION "R", "P5", OR "P7")
PCLL = DTL LONG LIFE TWISTLOCK PHOTOCONTROL FOR SOLID-STATE LIGHTING 120-277V (MUST BE USED WITH OPTION "R", "P5", OR "P7")
P34 = DTL TWISTLOCK PHOTOCONTROL 347V (MUST BE USED WITH OPTION "R", "P5", OR "P7")
P48 = DTL TWISTLOCK PHOTOCONTROL 480V (MUST BE USED WITH OPTION "R", "P5", OR "P7")
FPDXX = FACTORY PROGRAMMED DRIVER (XX = PERCENTAGE OF LUMENS OR WATTS. SEE PAGE 3)
DE = ROAM CONCIERGE DIMMING CONTROL (NOT AVAILABLE WITH VOLTAGE CODE AH, OR ANY OTHER PHOTOCONTROL OR DIMMING OPTION)
PND = 0-10V PART NIGHT DIMMING (AS VOLTAGE ONLY. MUST BE USED WITH OPTION "R")
DS = 30 INCH DIAMETER DEEP SKIRT FOR CUTOFF REQUIREMENT
SS = 30 INCH DIAMETER SHALLOW SKIRT FOR CUTOFF REQUIREMENT

OPTIONS (Cont.)

L1H = 3FT PREWIRED LEADS
L10 = 10FT PREWIRED LEADS
L20 = 20FT PREWIRED LEADS
L25 = 25FT PREWIRED LEADS
L30 = 30FT PREWIRED LEADS
NL2X2 = 2"x2" ANSI WATTAGE LABEL
NL3X3 = 3"x3" ANSI WATTAGE LABEL

ACCESSORIES

LT3HSS90 = HOUSE SIDE SHIELD, 90 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)
LT3HSS120 = HOUSE SIDE SHIELD, 120 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)
LT3HSS180 = HOUSE SIDE SHIELD, 180 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)
LT5HSS90 = HOUSE SIDE SHIELD, 90 DEGREE (AVAILABLE ON P40S, P50S, AND P60S)
LT5HSS120 = HOUSE SIDE SHIELD, 120 DEGREE (AVAILABLE ON P40S, P50S, AND P60S)
LT5HSS180 = HOUSE SIDE SHIELD, 180 DEGREE (AVAILABLE ON P40S, P50S, AND P60S)

NOTES:

1. ONLY AVAILABLE WITH "AS" VOLTAGE
2. ONLY AVAILABLE IN TYPE 3 AND 4
3. FOR AO DATA, REFER TO PAGE 7 OF INSTRUCTION SHEET ON WEBSITE (IM 396)

ORDER #:

TYPE: RAF

DRAWN: 10/11/2018

DATE: LUM_MPL2

DWG NO:

1 of 4

Performance Data. For skirt and house side shield options, consult factory or website.

LED Package	Glass	Distribution	System Watts	27K (2700K, 70 CRI)					30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	
P10S	TG 3	T3S	57	6,947	122	1	3	3	7,101	125	1	3	3	7,451	131	1	3	3	7,400	130	1	3	3
	TG 4	T4M	57	6,646	117	3	3	3	6,793	119	3	3	3	7,128	125	3	3	3	7,079	124	3	3	3
	BG 3	T4M	57	6,731	118	2	3	3	6,880	121	2	3	3	7,220	127	2	3	3	7,170	126	2	3	3
	BG 5	T5S	57	7,087	124	3	3	2	7,244	127	3	3	2	7,601	133	3	3	3	7,549	132	3	3	3
	SG 3	T3S	57	6,822	120	1	3	3	6,973	122	1	3	3	7,317	128	1	3	3	7,266	127	1	3	3
	SG 5	T5S	57	7,164	126	3	2	1	7,322	128	3	3	1	7,683	135	3	3	1	7,631	134	3	3	1
P10U	TG 3	T3S	75	8,651	115	1	5	3	8,843	118	1	5	3	9,279	124	1	5	3	9,215	123	1	5	3
	DG 3	T4M	75	8,372	112	2	5	3	8,558	114	2	5	3	8,900	120	2	5	3	8,910	119	2	5	3
	BG 5	T5S	75	8,838	118	3	5	2	9,034	120	3	5	2	9,480	126	3	5	2	9,415	126	3	5	2
	SG 3	T3S	75	8,422	112	1	5	2	8,609	115	1	5	3	9,033	120	1	5	3	8,972	120	1	5	3
	SG 5	T5S	75	8,647	115	2	5	3	8,839	118	2	5	3	9,275	124	2	5	3	9,211	123	2	5	3
	TG 3	T3S	83	9,610	116	2	3	3	9,823	118	2	3	3	10,308	124	2	3	3	10,237	123	2	3	3
P20S	TG 4	T4M	83	9,193	111	3	3	3	9,397	113	4	3	4	9,861	119	4	3	4	9,793	118	4	3	4
	BG 3	T4M	83	9,312	112	2	3	4	9,519	115	2	3	4	9,988	120	2	3	4	9,919	120	2	3	4
	BG 5	T5S	83	9,804	118	3	3	3	10,021	121	3	3	3	10,515	127	4	3	3	10,443	126	4	3	3
	SG 3	T3S	83	9,437	114	1	3	3	9,646	116	2	3	3	10,122	122	2	3	3	10,053	121	2	3	3
	SG 5	T5S	83	9,910	119	3	3	2	10,130	122	3	3	2	10,630	128	3	3	2	10,557	127	3	3	2
	TG 3	T3S	109	11,551	106	2	5	3	11,807	108	2	5	3	12,389	114	2	5	3	12,304	113	2	5	3
P20U	BG 3	T4M	109	11,179	103	2	5	4	11,427	105	2	5	4	11,990	110	2	5	4	11,908	109	2	5	4
	BG 5	T5S	109	11,801	108	3	5	3	12,063	111	3	5	3	12,697	116	3	5	3	12,571	115	3	5	3
	SG 3	T3S	109	11,245	103	2	5	3	11,495	105	2	5	3	12,061	111	2	5	3	11,979	110	2	5	3
	SG 5	T5S	109	11,546	106	2	5	3	11,802	108	2	5	3	12,384	114	2	5	3	12,299	113	2	5	3
	TG 3	T3S	118	12,634	107	2	3	3	12,914	109	2	3	3	13,551	115	2	3	3	13,458	114	2	3	3
	TG 4	T4M	118	12,086	102	3	3	3	12,354	105	4	3	4	12,964	110	4	3	4	12,874	109	4	3	4
P30S	BG 3	T4M	118	12,242	104	2	3	4	12,513	106	2	3	4	13,130	111	3	3	5	13,040	111	3	3	5
	BG 5	T5S	118	12,888	109	4	3	3	13,174	112	4	3	3	13,823	117	4	3	3	13,729	116	4	3	3
	SG 3	T3S	118	12,406	105	2	3	3	12,681	107	2	3	3	13,307	113	2	3	3	13,215	112	2	3	3
	SG 5	T5S	118	13,028	110	3	3	2	13,317	113	3	3	2	13,974	118	4	3	2	13,879	118	4	3	2
	TG 3	T3S	144	14,335	100	2	3	4	14,653	102	2	3	4	15,375	107	2	3	4	15,270	106	2	3	4
	TG 4	T4M	144	13,713	95	4	3	4	14,018	97	4	3	4	14,709	102	4	3	4	14,607	101	4	3	4
P35S	BG 3	T4M	144	13,890	96	3	3	5	14,198	99	3	3	5	14,898	103	3	3	5	14,796	103	3	3	5
	BG 5	T5S	144	14,623	102	4	3	3	14,948	104	4	3	3	15,685	109	4	3	3	15,577	108	4	3	3
	SG 3	T3S	144	14,077	98	2	3	3	14,389	100	2	3	3	15,098	105	2	3	3	14,995	104	2	3	3
	SG 5	T5S	144	14,782	103	4	3	2	15,110	105	4	3	2	15,855	110	4	3	2	15,747	109	4	3	2
	TG 3	T3S	140	15,649	112	3	3	4	15,996	114	3	3	4	16,785	120	3	3	4	16,670	119	3	3	4
	TG 4	T4M	140	14,970	107	4	3	4	15,303	109	4	3	4	16,057	115	4	3	4	15,946	114	4	3	4
P40S	BG 3	T4M	140	14,746	105	3	4	5	15,073	108	3	4	5	15,816	113	3	4	5	15,707	112	3	4	5
	BG 5	T5S	140	15,484	111	4	3	4	15,827	113	4	3	4	16,608	119	4	4	4	16,494	118	4	4	4
	SG 3	T3S	140	14,937	107	2	3	4	15,268	109	2	3	4	16,021	114	2	3	4	15,911	114	2	3	4
	SG 5	T5S	140	16,071	115	4	3	3	16,427	117	4	3	3	17,237	123	4	3	3	17,119	122	4	3	3
	TG 3	T3S	174	18,715	108	3	3	4	19,130	110	3	3	4	20,073	115	3	3	4	19,935	115	3	3	4
	TG 4	T4M	174	17,903	103	4	3	4	18,301	105	4	3	4	19,203	110	4	3	4	19,071	110	4	3	4
P50S	BG 3	T4M	174	17,634	101	3	4	5	18,025	104	3	4	5	18,914	109	3	4	5	18,784	108	3	4	5
	BG 5	T5S	174	18,517	106	4	4	4	18,928	109	4	4	4	19,861	114	4	4	4	19,725	113	4	4	4
	SG 3	T3S	174	17,863	103	2	3	4	18,259	105	2	3	4	19,160	110	2	3	5	19,028	109	2	3	4
	SG 5	T5S	174	19,219	110	4	3	3	19,645	113	4	3	3	20,614	118	4	3	3	20,472	118	4	3	3
	TG 3	T3S	242	22,907	95	3	3	5	23,508	97	3	3	5	24,667	102	3	3	5	24,497	101	3	3	5
	TG 4	T4M	242	21,999	91	4	3	4	22,488	93	4	3	4	23,597	98	4	3	4	23,434	97	4	3	4
P60S	BG 3	T4M	242	21,670	90	3	4	5	22,150	92	3	4	5	23,244	96	3	4	5	23,083	95	3	4	5
	BG 5	T5S	242	22,755	94	5	4	5	23,259	96	5	4	5	24,409	101	5	4	5	24,239	100	5	4	5
	SG 3	T3S	242	21,951	91	3	3	5	22,438	93	3	3	5	23,545	97	3	3	5	23,383	97	3	3	5
	SG 5	T5S	242	23,617	98	4	3	3	24,141	100	4	3	3	25,331	105	4	3	3	25,157	104	4	3	3

S = Short M = Medium

Lumen Ambient Temperature Data

Lumen Ambient Temperature (LAT) Multipliers								
°C	P10U	P20U	P10S	P20S	P30S	P35S	P40S	P60S
0	1.04	1.05	1.04	1.05	1.06	1.07	1.06	1.07
10	1.03	1.03	1.03	1.03	1.04	1.04	1.04	1.05
20	1.01	1.01	1.01	1.01	1.01	1.01	1.01	1.02
25	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
30	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
40	0.97	0.97	0.97	0.97	0.96	0.95	0.95	0.94

Lumen Maintenance Data

Lumen Maintenance (same for all LED packages)				
Hours	0	25,000	50,000	100,000
Factor	1	0.9	0.84	0.75

TO ACCOMPANY

CHANGE ORDER NO. 017

JOB NO. CA0903

FAP: 9991

COUNTY: BENTON

2 of 4	ORDER #:	THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.  HOLOPHANE® LEADER IN LIGHTING SOLUTIONS <i>An Acuity Brands Company</i>	DECORATIVE OUTDOOR	Memphis® Utility Tear Drop LED 2
	TYPE:			
	DRAWN: RAF			
	DATE: 10/11/2018			
	DWG NO: LUM MPL2			

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FPDXX Data Options

FPDxx setting	P105 27K						P105 30K						P105 40K						P105 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	6,947	6,731	7,087	6,822	7,164	57	7,101	6,880	7,244	6,973	7,322	57	7,451	7,220	7,601	7,317	7,683	57	7,400	7,170	7,549	7,266	7,631	57
FPD95	6,838	6,432	6,772	6,519	6,846	54	6,785	6,574	6,922	6,663	6,997	54	7,120	6,899	7,263	6,992	7,342	54	7,071	6,851	7,213	6,943	7,292	54
FPD90	6,326	6,129	6,453	6,212	6,523	51	6,466	6,265	6,596	6,349	6,667	51	6,785	6,574	6,921	6,663	6,996	51	6,738	6,529	6,874	6,616	6,948	51
FPD85	6,009	5,822	6,130	5,901	6,197	48	6,142	5,951	6,266	6,032	6,334	48	6,445	6,245	6,575	6,329	6,646	48	6,401	6,202	6,530	6,285	6,601	48
FPD80	5,689	5,512	5,804	5,587	5,867	45	5,815	5,634	5,932	5,710	5,996	45	6,102	5,913	6,225	5,992	6,292	45	6,060	5,872	6,182	5,950	6,249	45
FPD75	5,365	5,199	5,474	5,269	5,533	43	5,484	5,314	5,595	5,386	5,655	43	5,755	5,576	5,871	5,651	5,934	43	5,715	5,538	5,830	5,612	5,894	43
FPDxx setting	P100 27K						P100 30K						P100 40K						P100 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	8,651	8,372	8,838	8,422	8,647	75	8,848	8,558	9,034	8,609	8,839	75	9,279	8,980	9,480	9,033	9,275	75	9,215	8,918	9,415	8,972	9,211	75
FPD95	8,364	7,998	8,443	8,046	8,261	72	8,448	8,176	8,630	8,234	8,444	72	8,864	8,579	9,056	8,629	8,861	72	8,803	8,519	8,994	8,571	8,799	72
FPD90	7,873	7,619	8,044	7,665	7,870	68	8,048	7,789	8,222	7,835	8,044	68	8,445	8,173	8,628	8,221	8,441	68	8,387	8,116	8,569	8,166	8,383	68
FPD85	7,478	7,237	7,639	7,280	7,474	64	7,644	7,397	7,809	7,442	7,640	64	8,021	7,762	8,194	7,808	8,017	64	7,965	7,709	8,138	7,755	7,962	64
FPD80	7,078	6,850	7,231	6,891	7,075	61	7,235	7,002	7,391	7,044	7,232	61	7,592	7,347	7,756	7,390	7,588	61	7,539	7,296	7,703	7,341	7,536	61
FPD75	6,674	6,458	6,818	6,497	6,671	57	6,822	6,602	6,969	6,641	6,819	57	7,158	6,928	7,313	6,968	7,155	57	7,109	6,880	7,263	6,921	7,106	57
FPDxx setting	P205 27K						P205 30K						P205 40K						P205 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	9,610	9,312	9,804	9,437	9,510	83	9,823	9,519	10,021	9,646	10,130	83	10,308	9,988	10,515	10,122	10,630	83	10,237	9,919	10,443	10,053	10,557	83
FPD95	9,212	8,926	9,398	9,046	9,499	79	9,416	9,125	9,606	9,246	9,710	79	9,881	9,574	10,079	9,703	10,190	79	9,813	9,508	10,010	9,637	10,120	79
FPD90	8,805	8,532	8,982	8,646	9,080	75	9,000	8,721	9,181	8,838	9,281	75	9,444	9,151	9,634	9,274	9,739	75	9,379	9,088	9,568	9,211	9,672	75
FPD85	8,389	8,129	8,558	8,238	8,691	71	8,575	8,309	8,747	8,420	8,843	71	8,996	8,719	9,179	8,846	9,279	71	8,936	8,658	9,149	8,773	9,215	71
FPD80	7,964	7,717	8,125	7,820	8,212	66	8,140	7,888	8,304	7,994	8,395	66	8,542	8,277	8,714	8,388	8,809	66	8,483	8,220	8,654	8,311	8,749	66
FPD75	7,530	7,287	7,682	7,396	7,765	62	7,697	7,459	7,852	7,569	7,938	62	8,077	7,827	8,240	7,932	8,330	62	8,022	7,773	8,183	7,878	8,272	62
FPDxx setting	P305 27K						P305 30K						P305 40K						P305 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	11,551	11,179	11,801	11,245	11,546	109	11,807	11,427	12,063	11,495	11,802	109	12,389	11,990	12,657	12,061	12,384	109	12,304	11,908	12,571	11,979	12,299	109
FPD95	11,066	10,710	11,306	10,773	11,061	104	11,311	10,947	11,557	11,013	11,307	104	11,869	11,487	12,126	11,555	11,864	104	11,788	11,408	12,043	11,476	11,783	104
FPD90	10,571	10,231	10,800	10,267	10,567	98	10,806	10,458	11,040	10,520	10,801	98	11,338	10,973	11,584	11,038	11,334	98	11,260	10,896	11,505	10,963	11,256	98
FPD85	10,067	9,742	10,284	9,800	10,062	93	10,290	9,958	10,513	10,018	10,285	93	10,797	10,449	11,030	10,511	10,792	93	10,723	10,378	10,955	10,440	10,718	93
FPD80	9,552	9,244	9,759	9,269	9,548	88	9,764	9,449	9,975	9,506	9,780	88	10,245	9,915	10,467	9,974	10,241	88	10,175	9,847	10,395	9,906	10,171	88
FPD75	9,028	8,737	9,223	8,789	9,024	82	9,228	8,931	9,428	8,984	9,224	82	9,683	9,371	9,892	9,426	9,679	82	9,616	9,307	9,825	9,362	9,612	82
FPDxx setting	P405 27K						P405 30K						P405 40K						P405 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	12,634	12,242	12,808	12,406	12,628	136	12,914	12,513	13,174	12,681	13,317	136	13,555	13,130	13,823	13,307	13,974	136	13,458	13,040	13,729	13,215	13,879	136
FPD95	12,177	11,799	12,422	11,957	12,556	132	12,447	12,067	12,697	12,222	12,835	132	13,061	12,655	13,323	12,825	13,468	132	12,971	12,568	13,232	12,737	13,377	132
FPD90	11,699	11,336	11,934	11,498	12,064	106	11,959	11,597	12,199	11,742	12,331	106	12,548	12,158	12,800	12,322	12,940	106	12,463	12,075	12,713	12,237	12,852	106
FPD85	11,201	10,854	11,426	10,999	11,551	99	11,449	11,094	11,680	11,243	11,807	99	12,014	11,641	12,255	11,798	12,389	99	11,932	11,561	12,172	11,716	12,305	99
FPD80	10,684	10,352	10,899	10,491	11,017	91	10,921	10,582	11,141	10,724	11,261	91	11,459	11,103	11,689	11,253	11,817	91	11,381	11,027	11,610	11,175	11,737	91
FPD75	10,147	9,833	10,351	9,964	10,464	87	10,372	10,050	10,581	10,185	10,696	87	10,884	10,546	11,102	10,688	11,224	87	10,809	10,474	11,027	10,614	11,147	87
FPDxx setting	P505 27K						P505 30K						P505 40K						P505 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	14,335	13,890	14,623	14,077	14,782	144	14,653	14,198	14,948	14,389	15,110	144	15,375	14,898	15,685	15,098	15,855	144	15,270	14,796	15,577	14,995	15,747	144
FPD95	13,886	13,455	14,165	13,636	14,319	136	14,194	13,753	14,480	13,938	14,637	136	14,893	14,431	15,194	14,625	15,358	136	14,792	14,333	15,089	14,525	15,254	136
FPD90	13,405	12,989	13,674	13,163	13,823	129	13,702	13,277	13,978	13,455	14,129	129	14,377	13,931	14,667	14,118	14,826	129	14,279	13,836	14,566	14,022	14,725	129
FPD85	12,892	12,492	13,151	12,660	13,294	121	13,178	12,769	13,443	12,940	13,589	121	13,827	13,398	14,106	13,578	14,259	121	13,733	13,306	14,009	13,485	14,162	121
FPDxx setting	P605 27K						P605 30K						P605 40K						P605 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	15,649	14,746	15,484	14,937	15,071	140	15,996	15,073	15,827	15,268	16,427	140	16,785	15,816	16,608	16,021	17,237	140	16,670	15,707	16,494	15,911	17,119	140
FPD95	15,066	14,178	14,887	14,361	15,457	133	15,380	14,497	15,217	14,680	15,794	133	16,138	15,207	16,068	15,404	16,571	133	16,028	15,107	15,958	15,288	16,456	133
FPD90	14,422	13,590	14,270	13,766	14,811	125	14,742	13,891	14,586	14,071	15,139	125	15,469	14,576	15,306	14,765	15,886	125	15,363	14,476	15,201	14,664	15,777	125
FPD85	13,871	13,071	13,725	13,240	14,246	119	14,179	13,361	14,029	13,534	14,561	119	14,878	14,019	14,722	14,201	15,279	119	14,776	13,925	14,620	14,104	15,174	119
FPDxx setting	P705 27K						P705 30K						P705 40K						P705 50K					
	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts	TG 3	BG 3	BG 5	SG 3	SG 5	Watts
Standard	18,175	17,634	18,417	17,863	17,919	174	18,170	18,025	18,891	18,259	19,645	174	19,473	18,914	19,861	19,160	20,614	174	19,935	18,784	19,725	18,928	20,472	174
FPD95	18,105	17,505	17,909	17,276	18,588	165	18,501	17,433	18,306	17,659	19,020	165	19,413	18,299	19,208	18,550	19,917	165	19,380	18,167	19,077	18,403	17	

Mark Appropriate Box for Trim Option

Teardrop Glass (Asymmetric)

Bowl Glass (Asymmetric) (Symmetric)

Sag Glass (Asymmetric) (Symmetric)

Skirt Dimensions

(For Teardrop, Bowl, and Sag glass)

TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

Specifications

DESCRIPTION

The Memphis luminaire is styled to replicate the "teardrop" luminaires that lighted boulevards in the first half of the 1900s. Designed for light control and ease of installation and maintenance, the Memphis has a precision optical system for true street lighting performance.

WIRING CHAMBER

The wiring chamber has either a 1.50 inch NPT with a stainless steel set screw or a welded stem. The stem (Quick Lock Stem Mounting option) aids installation speed. A (3) station terminal block that accepts #14 through #2 wires and has a quick disconnect harness with removable electrical module is provided.

ELECTRICAL / REFLECTOR ASSEMBLY

The electrical / reflector assembly hinges down from the wiring chamber for ease in wiring and to facilitate the removal of the electrical module. The assembly is secured in place by a stainless steel latch. The unitized electrical module consists of the electronic driver and components mounted to an aluminum plate that is easily removed by loosening two screws in the base of the housing. The disconnect plug connects the ballast to the terminal block in the wiring chamber.

REFRACTOR / DOOR ASSEMBLY

The cast aluminum door supports a teardrop, bowl or sag shaped, thermal resistant borosilicate glass refractor that controls the light to provide an I.E.S. asymmetric (teardrop, bowl and sag glass) and symmetric (bowl and sag glass) distribution. I.E.S. asymmetric cut off distribution is available on the bowl glass with the decorative deep skirt option and the sag glass with either the decorative shallow or deep skirt option. The refractor assembly and decorative skirt (when applicable) assembly hinges from the electrical / reflector assembly and is latched by a tamper-resistant, color matched bracket and with nut assembly.

DRIVER

LED programmable dimmable driver located in the upper electrical housing.

FINISH / MATERIAL

The luminaire is finished with polyester powder paint to insure maximum durability. All castings utilize low copper aluminum for maximum corrosion resistance and all exposed hardware is stainless steel.

CERTIFICATION

CSA listing suitable for wet location up to 40°C. Consult factory for details.

Memphis®
Utility Tear Drop LED 2

DECORATIVE
OUTDOOR

HOLOPHANE®
LEADER IN LIGHTING SOLUTIONS
An *quility* Brands Company

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MANUFACTURE OF THE LUMINAIRE SHOWN HEREON. NO CHANGES OR MODIFICATIONS SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE DESIGNER. THE LUMINAIRE SHALL BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING, WITH A LIST OF MATERIALS AND A LIST OF MANUFACTURERS. THE LUMINAIRE SHALL BE SUPPLIED WITH ACHIEVING ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT SHALL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY OTHER PROJECT WITHOUT THE WRITTEN APPROVAL OF HOLOPHANE. ADVANCEMENT OF MATERIALS AND MANUFACTURING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IESNA HANDBOOK.

ORDER #:	DATE:	DATE:	DATE:
TYPE:	DATE:	DATE:	DATE:
DRAWN:	DATE:	DATE:	DATE:
DATE:	DATE:	DATE:	DATE:
DWG NO:	DATE:	DATE:	DATE:



EAGLE TRAFFIC CONTROL SYSTEMS

A DIVISION OF  **BROWN**
Traffic Products, Inc.

TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

Super-P Cabinet Assembly *NEMA Specification*

Description

The Eagle Super P cabinet secures and protects traffic management-related electronic components from all forms of outdoor natural elements, including rain, sleet and snow. The Super P aluminum cabinet also includes a divided compartment to house a battery backup system, allowing for an uninterrupted power supply in the same enclosure, for ease of installation.



Features

- Traffic & Ramp Metering
- Completely fabricated from .125" thick type 5052-H32, vinyl coated, mill finished aluminum utilizing intermittently welded construction, weatherproofed with silicone sealant.
- Internal attaching components include six (6) adjustable "C" channels, (3) per side, and three (3) slotted rails on the rear wall in the controller compartment and six (6) adjustable "C" channels, (2) per side and (2) on the rear wall in the battery backup compartment for attaching shelves and equipment panels.
- The door openings are double flanged on the top, bottom and sides to prevent water from entering the cabinet. The openings also include a mount for two door-operated switches.
- Thermo-convection air ventilation system utilized with provisions for mounting fan for forced air cooling. Exhaust outlet openings are provided under the roof over-hang.
- All internal and external hardware utilizes non-corrosive material.
- Adjustable 3/8" diameter stainless steel door stop can be latched in various positions.
- Two (2) shelves in the controller compartment and three (3) shelves in the battery backup compartment are included.

Cabinets by Eagle Traffic Controls

Ordering Information

Catalog No.	Description
ELS1014	Base mount P cabinet with integrated UPS compartment

Options

- Special fan mounting available.
- Continuous welded enclosure for maximum protection from contaminants.
- Special lock keying combinations.
- Special paint per customer requirements.

Eagle cabinets and accessories are built with the highest standards in quality and manufacturing. With a long standing history of technological innovations, well renowned customer service, and high quality products and services, Eagle is the leader in traffic technology products and solutions. For more information on our product line see our website at www.browntraffic.com

Standard Door Features

- Both doors are provided with three-point locking mechanism.
- $\frac{3}{4}$ " diameter stainless steel inward turning handle on the controller compartment door and outward turning handle on the battery backup compartment door. Both with provisions for padlocking.
- Doors are equipped with industrial standard pin tumbler lock with #2 key.
- Louvered inlet with filter to prevent dirt from entering with air flow.
- Closed-cell neoprene door seal gaskets used.
- Doors are mounted with four (4) stainless steel hinges utilizing a non-removable $\frac{1}{4}$ " diameter hinge pin for door support, carriage bolted in place for ease of door removal
- A 2" deep, fabricated switch compartment is included with a standard "police" lock and a 18-gauge stainless steel continuous hinge with a $\frac{1}{8}$ "-diameter hinge pin riveted in place is included on both doors. Compartments are mounted flush to the door.

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SP 1250LX

Online UPS with integrated PIM and programmable display

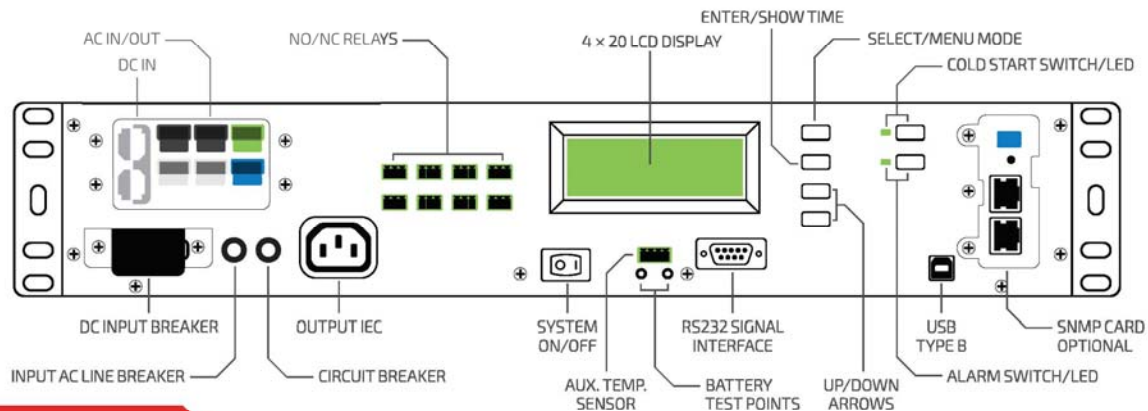


TO ACCOMPANY
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Overview

The SP 1250LX features an integrated Power Interface Module and programmable display. The LX Series are advanced UPS that provide clean, regulated dual conversion power for controllers and other sensitive equipment inside the traffic cabinet. Rated for 1250 VA/875 W, with operational temperature of -40°C to +74°C (-40°F to 165°F), the SP 1250LX has been independently tested and certified to comply with NEMA temperature standards as well as

NEMA standards for shock and vibration. Compatible with most existing traffic cabinets, the SP 1250LX can be rack or shelf mounted and can be configured with either front or rear power connectors. The SP 1250LX provides full operation in intersections with all LEDs. Advanced communication features allow monitoring, configuration and control of the system over RS232, modem or network connections. Available with battery bus voltages of 48 V or 72 V.



Features

- Space saving design: 2U vertical rack space
- On-line, conditioned, regenerated power for cabinet equipment protection
- Operates in extreme environments from -40°C to +74°C (-40°F to +165°F)
- Power quality analytical data recorded and exportable to Excel in CSV format
- USB connectivity with monitoring center or other equipment
- Power factor corrected for reliable and safe power

CLARY



Specifications

Electrical Input

Voltage	75 VAC to 155 VAC (before going to batteries)
Frequency	45 Hz to 85 Hz

Electrical Output

Voltage	120 VAC $\pm$ 3%
Frequency	50 Hz or 60 Hz
Current	10.4 A
Rating	1250 VA / 875 W
Crest Factor Ratio	• 50% load up to 4.8:1 • 75% load up to 3.2:1 • 100% load up to 2.4:1
THD	4.00% maximum
Dynamic Response	$\pm$ 4% for 100% step load change 0.6 ms recovery time
Overload	• 110% for 10 sec • 200% for 50 ms
UPS Protection	• Input and output short circuit • Input and output overload • Excessive battery discharge

Environmental

Temperature	-40°C to +74°C (-40°F to +165°F)
Humidity	0% to 95% non-condensing
Altitude	Sea level to 10,000 ft

Mechanical

Input	Hardwired to bypass box
Outputs	Hardwired to bypass box, with single 15 Amp receptacle
Dimensions (H x W x D)	3.5" x 18.0" x 10.0" (2U)
Weight	13 lb
Cooling	• Low velocity • Forced air

Design

Standard Features	• Power factor corrected input • Fully regenerative • True on-line continuous power • Low distortion sine wave output • Designed for non-linear loads • Extended brownout protection • EIA/RS232 data interface
Certifications	• IEEE 587/ANSI C82.4 • IEC 555 @ 120 VA • NEMA
Typical Recharge Time (to 95% capacity @ 100% load)	48-72 hrs (more time required with extended battery option)

Control and Indicators

Switches / Control Panel	• System power • Cold start • Test • Alarm silence • Four line LCD display panel
Alarms	• Utility interrupt • Inverter failure • Overload • Low battery • Self test
Intelligent Computer Interfaces	• Serial interface for EIA 232 • 1 each DB9-F (RS232 and signal interface pins) and 1 each USB • Full interactive remote computer monitoring and control of most features including load control (requires optional monitoring software) • NTCIP and TCP/IP ready
Contact Closures	• "D" connector • Open collector (see user manual for additional interface information)

Options

SNMP Interface	Allows full control and monitoring interface over network connection. Compatible with HP Openview™, IBM Netview™, CA Unicenter TNG™, and other major software offerings.
Battery Bus Voltage	48 V or 72 V

TO ACCOMPANY
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UPS MANAGEMENT HARDWARE

SNMP Adapter

SNMP/HTTP Adapter

CT-09A2, DT-09A2, SP-09A2, SPD-09A2, **SPO-09A2** or SP-09G (Internal)
CT-09H, DT-09H or SP-09H (External)

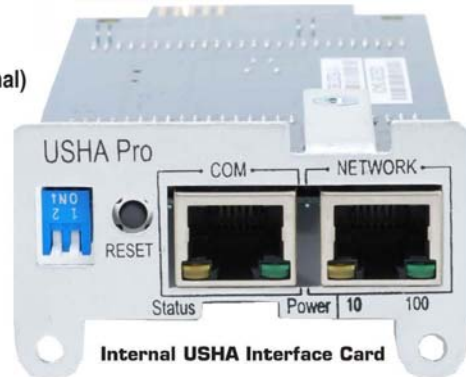
Features:

SMART UPS SNMP HTTP ADAPTER
SNMP over UDP/IP HTTP over TCP/IP
ARP, RARP, TFTP and ICMP

The optional SNMP/HTTP card functions as an SNMP agent and includes an embedded HTTP server (web server). This means that one industry standard management tool can be used to monitor and control all your UPS systems from one central location, and power management can now be integrated into your existing network or building management strategy. Alarms ('traps') can be configured to ensure automatic notification of events such as low battery, power outage or overload. MIBs are included with the product for integration into your system management software.

Control and management functions are also available through any standard web browser (e.g. Internet Explorer, Netscape or Opera). Simply point your browser to the network address assigned to the card, and the embedded web server returns web pages providing access to monitor or control all system parameters. The easy-to-use browser interface with online help means that minimum training is required to enable staff to effectively manage the UPS and protected devices. A sophisticated Java applet provides full system monitoring in real time, along with comprehensive event and history logs.

TO ACCOMPANY
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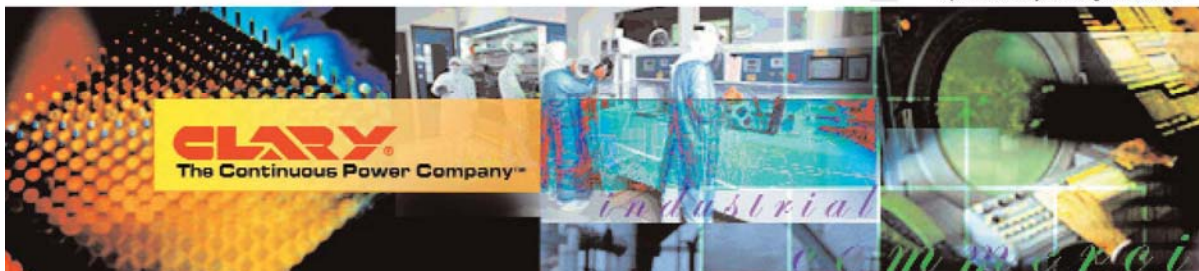


FEATURES:

- ✓ Configurable from serial port or web browser
- ✓ Management from SNMP manager or web browser
- ✓ Supports standard UPS MIB
- ✓ Firmware upgrades by TFTP via serial port
- ✓ Full-featured GUI runs in web browser
- ✓ Accessible from any workstation on the network using SNMP/HTTP, regardless of OS via standard browser
- ✓ UPS Shutdown warning broadcast capability
- ✓ Realtime monitoring of all functions
- ✓ Full history logs
- ✓ Scheduling functions
- ✓ Supports: Linux, Novell, SCO Unix 5.x, SCO Unixware 7.x, Solaris (x86) and Windows 2000, Me, XP, HP-UX, IBM-AIX, FreeBSD and other Linux derived Operating Systems
- ✓ Supports Environmental Monitoring Device (EMD) that provides temperature and humidity sensing. Additional detection or sensing of motion, smoke, security devices, water sensor or vibration sensors is also supported.
- ✓ Certifications: CE, FCC Class B

Where Power Is a way of life

Specifications subject to change without notice



UPS MANAGEMENT HARDWARE



September 16, 2020

Mr. Bashar Qedan
Arkansas Department of Transportation
3526 N. Hwy. 112
Fayetteville, AR 72704

**RE: Hwy. 71 Interchange – B.V. Bypass
Job CA0903**

Letter 040.6 – Revised Cost Proposal for Decorative Signal Related Items

Mr. Qedan,

This revision adjusts \$0.02 rounding discrepancy in the contract item summary.

Please don't hesitate to contact me by phone at (573-239-5557) or email
(daniel.hoyt@emerysapp.com) with any questions or concerns.

Sincerely,

Emery Sapp & Sons, Inc.

Daniel Hoyt
Project Manager

TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

100% EMPLOYEE OWNED

2301 I-70 Drive NW | Columbia, MO 65202 | o 573.445.8331 | f 573.445.0266

New Decorative Items							
Line	Description	Quantity	Unit of Measure	New Sub Unit Price	Prime Markup	Contract Unit Price	Extension
138	System Local Controller TS2 - Type 2, E-Net (8 Phases) (Decorative)	1.00	EA	\$42,032.56	4.05%	\$43,734.88	\$43,734.88
164	Traffic Signal Mast Arm and Pole with Foundation (0') (Decorative)	2.00	EA	\$21,074.04	4.05%	\$21,927.54	\$43,855.08
165	Traffic Signal Mast Arm and Pole with Foundation (36') (Decorative)	1.00	EA	\$22,420.25	4.05%	\$23,328.27	\$23,328.27
166	Traffic Signal Mast Arm and Pole with Foundation (42') (Decorative)	1.00	EA	\$22,670.25	4.05%	\$23,588.40	\$23,588.40
169	LED Luminaire Assembly (Decorative)	4.00	EA	\$3,376.73	4.05%	\$3,513.49	\$14,053.96
171	LED Roadway Illumination Pole (4700 Lumens, Cobra Head, Shoe Base, 15')	4.00	EA	\$6,271.41	4.05%	\$6,525.40	\$26,101.60
172	Traffic Signal Pole with Foundation (Decorative)	10.00	EA	\$9,549.22	4.05%	\$9,935.96	\$99,359.60
Eliminate Existing Contract Items							
138	System Local Controller TS2 - Type 2, E-Net (8 Phases)	(1.00)	EA	\$20,850.00	4.05%	\$21,694.88	(\$21,694.88)
164	Traffic Signal Mast Arm and Pole with Foundation (0')	(2.00)	EA	\$8,400.00	4.05%	\$8,740.38	(\$17,480.76)
165	Traffic Signal Mast Arm and Pole with Foundation (36')	(1.00)	EA	\$9,000.00	4.05%	\$9,364.70	(\$9,364.70)
166	Traffic Signal Mast Arm and Pole with Foundation (42')	(1.00)	EA	\$9,250.00	4.05%	\$9,624.83	(\$9,624.83)
169	LED Luminaire Assembly	(4.00)	EA	\$620.00	4.05%	\$645.12	(\$2,580.48)
171	LED Roadway Illumination Pole (4700 Lumens, Cobra Head, Shoe Base, 15')	(4.00)	EA	\$6,000.00	4.05%	\$6,243.13	(\$24,972.52)
172	Traffic Signal Pole with Foundation	(10.00)	EA	\$7,250.00	4.05%	\$7,543.78	(\$75,437.80)
TOTAL CHANGE =							\$112,865.82

TO ACCOMPANY
CHANGE ORDER NO. 017
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FAP: 9991
COUNTY: BENTON

Ewing Signal Construction, LLC
 1730 N. Gregory Drive
 Nixa, MO 65714
 Phone: 417-724-9405
 Fax: 417-724-9929
 Mobile: 417-827-1490

Project: Bella Vista Change Order
 Date: 9/11/2020

TO ACCOMPANY
 CHANGE ORDER NO. 017
 JOB NO. CA0903
 FAP: 9991
 COUNTY: BENTON

Line #	Description	Quantity	Units	Unit Price	Extension
0138	System Local Controller TS2 - Type 2, E-Net (8 Phases)	1.00	EA	\$ 42,032.56	\$ 42,032.56
0164	Traffic Signal Mast Arm and Pole with Foundation (0')	2.00	EA	\$ 21,074.04	\$ 42,148.08
0165	Traffic Signal Mast Arm and Pole with Foundation (36')	1.00	EA	\$ 22,420.25	\$ 22,420.25
0166	Traffic Signal Mast Arm and Pole with Foundation (42')	1.00	EA	\$ 22,670.25	\$ 22,670.25
0169	LED Luminaire Assembly	4.00	EA	\$ 3,376.73	\$ 13,506.92
0172	Traffic Signal Pedestal Pole With Foundation	10.00	EA	\$ 9,549.22	\$ 95,492.20
0171	LED Roadway Illumination Pole	4	EA	\$ 6,271.41	\$ 25,085.64
				Total	\$ 263,355.90

*All items replace their original bid price.
 *Difference between the original and new price determine the amount of change order.
 *Traffic Signal pole lines include: powder coating, new luminaire arms, & deco hardware.
 *New pedestrian poles per City of Bentonville specification.
 *New Cabinet w/BBU Components per City of Bentonville specification.

Submitted By:
 Ewing Signal Construction LLC

Ewing Signal Construction, LLC
 1790 N. Gregory Drive
 Nixa, MO 65714
 Phone: 417-724-9405
 Fax: 417-724-9929
 Mobile: 417-827-1890

Project: Delta Vista Change Order
 Date: 9/11/2020

TO ACCOMPANY
 CHANGE ORDER NO. 017
 JOB NO. CA0903
 FAP: 9991
 COUNTY: BENTON

Line #	Description	Quantity	Units	Original Bid Unit	Extension	Unit Price	Extension	Delta Original VS New
0130	System Local Controller T12 - Type 2, E-Net (B Phases)	1.00	EA	\$ 20,850.00	\$ 20,850.00	\$ 42,032.56	\$ 42,032.56	\$ 21,182.56
	Cost Breakdown (refer to Sheet attached)							
	Existing Line Total			\$ 20,850.00				
	Subtract Existing Line			\$ (20,850.00)				
	Additional Material			\$ 15,466.00				
	Profit overhead Material			\$ 2,513.90				
	Labor (+ Burden & Profit)			\$ 1,588.72				
	Equipment			\$ 800.00				
	Sales Tax			\$ 1,507.94				
	Total Additions							\$ 21,182.56
0164	Traffic Signal Mast Arm and Pole with Foundation (P)	2.00	EA	\$ 8,400.00	\$ 16,800.00	\$ 21,074.04	\$ 42,148.08	\$ 25,348.08
	Cost Breakdown (refer to Sheet attached)							
	Existing Line Total			\$ 16,800.00				
	Subtract Existing Line			\$ (16,800.00)				
	Additional Material			\$ 19,122.76				
	Handling			\$ 1,266.00				
	Profit Overhead Material			\$ 2,868.41				
	Profit Overhead Trucking			\$ 125.60				
	Labor (+ Burden & Profit)			\$ 49.83				
	Equipment			\$ 50.00				
	Sales Tax			\$ 1,864.47				
	Total Additions							\$ 25,348.07
0165	Traffic Signal Mast Arm and Pole with Foundation (P)	1.00	EA	\$ 9,000.00	\$ 9,000.00	\$ 22,420.25	\$ 22,420.25	\$ 13,420.25
	Cost Breakdown (refer to Sheet attached)							
	Existing Line Total			\$ 9,000.00				
	Subtract Existing Line			\$ (9,000.00)				
	Additional Material			\$ 9,561.38				
	Handling			\$ 1,266.00				
	Profit overhead Material			\$ 1,434.21				
	Profit Overhead Trucking			\$ 125.60				
	Labor (+ Burden & Profit)			\$ 49.83				
	Equipment			\$ 50.00				
	Sales Tax			\$ 812.25				
	Total Additions							\$ 13,420.25
0166	Traffic Signal Mast Arm and Pole with Foundation (P)	1.00	EA	\$ 9,250.00	\$ 9,250.00	\$ 22,670.25	\$ 22,670.25	\$ 13,420.25
	Cost Breakdown (refer to Sheet attached)							
	Existing Line Total			\$ 9,250.00				
	Subtract Existing Line			\$ (9,250.00)				
	Additional Material			\$ 9,561.38				
	Handling			\$ 1,266.00				
	Profit Overhead Material			\$ 1,434.21				
	Profit Overhead Trucking			\$ 125.60				
	Labor (+ Burden & Profit)			\$ 49.83				
	Equipment			\$ 50.00				
	Sales Tax			\$ 812.25				
	Total Additions							\$ 13,420.25
0169	LED Luminaire Assembly	4.00	EA	\$ 620.00	\$ 2,480.00	\$ 3,376.73	\$ 13,506.92	\$ 11,026.92
	Cost Breakdown (refer to Sheet attached)							
	Existing Line Total			\$ 2,480.00				
	Subtract Existing Line			\$ (2,480.00)				
	Additional Material			\$ 6,599.26				
	Profit overhead Material			\$ 1,269.89				
	Labor (+ Burden & Profit)			\$ 199.33				
	Equipment			\$ 100.00				
	Sales Tax			\$ 636.43				
	Total Additions							\$ 11,026.91
0172	Traffic Signal Pedestal Pole With Foundation	10.00	EA	\$ 7,250.00	\$ 72,500.00	\$ 9,549.22	\$ 95,492.20	\$ 22,992.20
	Cost Breakdown (refer to Sheet attached)							
	Existing Line Total			\$ 72,500.00				
	Subtract Existing Line			\$ (72,500.00)				
	Additional Material			\$ 17,420.00				
	Profit Overhead Material			\$ 2,613.00				
	Labor (+ Burden & Profit)			\$ 760.74				
	Equipment			\$ 500.00				
	Sales Tax			\$ 1,098.45				
	Total Additions							\$ 22,992.19
0171	LED Roadway Illumination Pole	4	EA	\$ 6,000.00	\$ 24,000.00	\$ 6,271.41	\$ 25,085.64	\$ 1,085.64
	Cost Breakdown (refer to Sheet attached)							
	Existing Line Total			\$ 24,000.00				
	Subtract Existing Line			\$ (24,000.00)				
	Additional Material			\$ 730.00				
	Handling			\$ 125.00				
	Profit Overhead Material			\$ 108.00				
	Profit Overhead Trucking			\$ 12.50				
	Labor (+ Burden & Profit)			\$ 24.92				
	Equipment			\$ 25.00				
	Sales Tax			\$ 70.20				
	Total Additions							\$ 1,085.62
Total						\$	263,385.90	

*All items replace their original bid price.
 *Difference between the original and new price determines the amount of change order.
 *Traffic Signal poles include: powder coating, new luminaire arm, & deck hardware.
 *New pedestal poles per City of Bentonville specification.
 *New Cabinet w/ BBU Components per City of Bentonville specification.

Submitted By:
 Ewing Signal Construction LLC

Change Order Proposal

TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

County Benton Project No: CA0903 Contract No: CA0903 Route: Hwy. 549 & 71B

Description of Work:	CHANGE ORDER REQUEST: Replacing bid item 0137 for "System Local Controller TS2-Type. E-Net (3-Phases). Also includes additional rear door requested. All items
Date: 8-7-20	include are per City of Bentonville Specification.

[illegible]

MATERIAL					TRUCKING / SUBCONTRACT				
Description	Quantity	UOM	Rate	Amount	Description	Quantity	Hrs.	Rate	Amount
Signal Cabinet w/BBU	1.00	LS	\$ 14,766.00	\$ 14,766.00					\$ -
Added Rear Door	1.00	EA	\$ 700.00	\$ 700.00					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
Existing line item 0138	1.00	EA	\$ 20,850.00	\$ 20,850.00					\$ -
				\$ -					\$ -
			Sub-Total	\$ 36,316.00				Sub-Total	\$ -
AR Sales Tax (Additions only, does not include original item)			9.75%	\$ 1,507.94				Overhead & Profit 10%	\$ -
erehead & Profit (Material only, does not include original item)			15%	\$ 2,319.90				Total Subcontract:	\$ -
			Total Material:	\$ 40,143.84					

Approved: _____
Ewing Signal Construction, LLC

ArDOT

Date _____

Date _____

Summary		
Labor	\$	1,088.72
Equipment	\$	800.00
Material	\$	40,143.84
Subcontract	\$	-
TOTAL AMOUNT DUE		\$ 42,032.56
QUANTITY		1.00 EA
UNIT RATE	\$	42,032.56 /EA

8/20/2020 9:58 AM



TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

Route: Hwy. 549 & 71B

CHANGE ORDER REQUEST: Replacing Line 0164 "TSM Arm & Pole (0)" - Price includes the additional powder coating, decorative luminaire arm, and ornamental pieces for original permanent signal poles and arms per City of Bentonville specifications. Price is the original bid item plus additions.

MATERIAL					TRUCKING / SUBCONTRACT				
Description	Quantity	UOM	Rate	Amount	Description	Quantity	Hrs.	Rate	Amount
(ADD) Powder Coating 0' Pole	2.00	EA	\$ 3,075.00	\$ 6,150.00	Freight Charge, Pick Up	1.00	1	\$ 1,266.00	\$ 1,266.00
(ADD)Decorative Luminaire Arm 20'	2.00	EA	\$ 1,724.63	\$ 3,449.26					\$ -
(ADD)Ornamental Top of Pole Hardware	2.00	EA	\$ 1,256.00	\$ 2,512.00					\$ -
(ADD)Ornamental Pole Base Hardware	2.00	EA	\$ 3,505.75	\$ 7,011.50					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
Existing line item 0164	2.00	EA	\$ 8,400.00	\$ 16,800.00					\$ -
				\$ -					\$ -
			Sub-Total	\$ 35,922.76				Sub-Total	\$ 1,266.00
AR Sales Tax (Additions only, does not include original item)			9.75%	\$ 1,864.47			Ovehead & Profit	10%	\$ 126.60
Ovehead & Profit (Additions only, does not include original item)			15%	\$ 2,868.41			Total Subcontract:		\$ 1,392.60
			Total Material:	\$ 40,655.64					

Date _____

Date _____

Summary		
Labor	\$	49.83
Equipment	\$	50.00
Material	\$	40,655.64
Subcontract	\$	1,392.60
TOTAL AMOUNT DUE		\$ 42,148.08
QUANTITY		2.00 EA
UNIT RATE	\$	21,074.04 /EA

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TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

Route: Hwy. 549 & 71B

CHANGE ORDER REQUEST: Replacing Line 0165 "TSM Arm & Pole (36)" - Price includes the additional powder coating, decorative luminaire arm, and ornamental pieces for original permanent signal poles and arms per City of Bentonville specifications. Price is the original bid item plus additions.

MATERIAL					TRUCKING / SUBCONTRACT				
Description	Quantity	UOM	Rate	Amount	Description	Quantity	Hrs.	Rate	Amount
(ADD) Powder Coating 36' Pole	1.00	EA	\$ 3,075.00	\$ 3,075.00	Freight Charge, Pick Up	1.00	1	\$ 1,266.00	\$ 1,266.00
(ADD) Decorative Luminaire Arm 15'	1.00	EA	\$ 1,724.63	\$ 1,724.63					\$ -
(ADD) Ornamental Top of Pole Hardware	1.00	EA	\$ 1,256.00	\$ 1,256.00					\$ -
(ADD) Ornamental Pole Base Hardware	1.00	EA	\$ 3,505.75	\$ 3,505.75					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
Existing line item 0165	1.00	EA	\$ 9,000.00	\$ 9,000.00					\$ -
				\$ -					\$ -
			Sub-Total	\$ 18,561.38				Sub-Total	\$ 1,266.00
AR Sales Tax (Additions only, does not include original item)			9.75%	\$ 932.23			Ovehead & Profit	10%	\$ 126.60
Ovehead & Profit (Material only, does not include original item)			15%	\$ 1,434.21			Total Subcontract:		\$ 1,392.60
			Total Material:	\$ 20,927.82					

Date _____

Date _____

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TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

Project No: CA0903

Contract No: CA0903

Route: Hwy. 549 & 71B

CHANGE ORDER REQUEST: Replacing Line 0166 "TSM Arm & Pole (42)" - Price includes the additional powder coating, decorative luminaire arm, and ornamental pieces for original permanent signal poles and arms per City of Bentonville specifications. Price is the original bid item plus additions.

MATERIAL					TRUCKING / SUBCONTRACT					
Description	Quantity	UOM	Rate	Amount	Description	Quantity	Hrs.	Rate	Amount	
Powder Coating 42' Pole	1.00	EA	\$ 3,075.00	\$ 3,075.00	Freight Charge, Pick Up	1.00	1	\$ 1,266.00	\$ 1,266.00	
(ADD) Decorative Luminaire Arm 15'	1.00	EA	\$ 1,724.63	\$ 1,724.63						
(ADD) Ornamental Top of Pole Hardware	1.00	EA	\$ 1,256.00	\$ 1,256.00						
(ADD) Ornamental Pole Base Hardware	1.00	EA	\$ 3,505.75	\$ 3,505.75						
			\$ -							
			\$ -							
			\$ -							
			\$ -							
Existing line item 0166	1.00	EA	\$ 9,250.00	\$ 9,250.00						
			\$ -							
			Sub-Total	\$ 18,811.38				Sub-Total	\$ 1,266.00	
AR Sales Tax (Additions only, does not include original item)			9.75%	\$ 932.23				Ovehead & Profit	10%	\$ 126.60
Ovehead & Profit (Material only, does not include original item)			15%	\$ 1,434.21				Total Subcontract:	\$	1,392.60
			Total Material:	\$ 21,177.82						

Date _____

Date _____

Summary		
Labor	\$	49.83
Equipment	\$	50.00
Material	\$	21,177.82
Subcontract	\$	1,392.60
TOTAL AMOUNT DUE	\$	22,670.25
QUANTITY		1.00 EA
UNIT RATE	\$	22,670.25 /EA

8/20/2020 9:58 AM



TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

Route: Hwy. 549 & 71B

CHANGE ORDER REQUEST: Replacing Line 0169 "LED Luminaire Assembly" - Price includes installation of new fixture per City of Bentonville specifications. (2) have already been installed on the temporary signal which do not need decorative. (4) will be required for the permanent signals.

MATERIAL					TRUCKING / SUBCONTRACT				
Description	Quantity	UOM	Rate	Amount	Description	Quantity	Hrs.	Rate	Amount
Decorative Luminares	4.00	EA	\$ 2,149.82	\$ 8,599.28					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
Existing Line Item 0169	4.00	EA	\$ 620.00	\$ 2,480.00					\$ -
				\$ -					\$ -
			Sub-Total	\$ 11,079.28				Sub-Total	\$ -
AR Sales Tax (Additions only, does not include original item)			9.75%	\$ 838.43				Ovehead & Profit 10%	\$ -
rehead & Profit (Material only, does not include original item)			15%	\$ 1,289.89				Total Subcontract:	\$ -
			Total Material:	\$ 13,207.60					

Date _____

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TO ACCOMPANY
CHANGE ORDER NO. 017
JOB NO. CA0903
FAP: 9991
COUNTY: BENTON

Contract No: CA0903 COUNTY: BENTON Route: Hwy. 549 & 71B

CHANGE ORDER REQUEST: Replacing Line 0172 "Traffic Signal Pedestal Pole" - Price includes the additional decorative items per City of Bentonville specifications. Price is the original bid item plus additions.

MATERIAL					TRUCKING / SUBCONTRACT				
Description	Quantity	UOM	Rate	Amount	Description	Quantity	Hrs.	Rate	Amount
Additional Decorative Pedestrian Post	10.00	EA	\$ 1,742.00	\$ 17,420.00					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
				\$ -					\$ -
Existing Ped pole Line 172	10.00	EA	\$ 7,250.00	\$ 72,500.00					\$ -
				\$ -					\$ -
			Sub-Total	\$ 89,920.00				Sub-Total	\$ -
AR Sales Tax (Additions only, does not include original item)			9.75%	\$ 1,698.45			Ovehead & Profit	10%	\$ -
Ovehead & Profit (Material only, does not include original item)			15%	2,613.00					\$ -
			Total Material:	\$ 94,231.45				Total Subcontract:	\$ -

Date _____

Date _____

8/20/2020 9:58 AM

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH THE
ARKANSAS DEPARTMENT OF TRANSPORTATION FOR
THE CONSTRUCTION OF CERTAIN TRAFFIC SIGNAL
IMPROVEMENTS.**

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

Section 1: That the City of Bentonville be and is hereby authorized to enter into an agreement with the Arkansas Department of Transportation for the construction of certain traffic signal improvements in connection with project 0903, as per the change order/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



Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	Street
Submitted by	Tony Davis
Phone	(479) 271-3130

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to approve citywide traffic signal coordination. Please see attachments.					

Estimated Cost	\$38,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 2-05-2020
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: Traffic Signal Timing

The Street Department is requesting approval for the Mayor to enter into an agreement with Traffic Engineering Consultants, Inc. for the signal timing coordination for traffic signals. The \$38,000 cost is a budgeted item, so a budget adjustment is not needed for this request.

Sincerely,

Tony Davis
Street Manager
City of Bentonville



September 28, 2020

Mayor Orman
City of Bentonville
117 W. Central
Bentonville, AR 72712

Dear Mayor Orman,

Please accept this letter as a proposal to provide traffic signal timing for 32 traffic signal locations in the City of Bentonville. The signal locations are shown on the attached list.

They include the traffic signals on the City's Siemens Tactics system along U.S. 71B (Walton) from Medical Center Drive to Tiger Boulevard, along S.H. 102 (14th Street) from Greenhouse Road to Bekaert Road, along Highway 12 from Greenhouse Road to SE "I" Street, and along Central Avenue from MLK to I-49.

The project includes the retiming of the 32 intersections. Peak Hour traffic counts are needed at each of the intersections. The City of Bentonville will provide the peak hour counts at 22 intersections. TEC will collect the peak hour traffic counts at 10 intersections. The attached list summarizes the traffic counts to be taken.

The traffic model will be updated using the new counts. Timing plans will be developed where necessary. The existing plans will be reviewed and updated.

All timing data will be input into the Siemens Tactics system. The timing plans will be downloaded to the signal equipment in the field and adjusted for the traffic patterns. The goal of the timing plans will be to reduce travel delay.

All collected data and analysis results will be documented in a report provided to the City upon completion of the project. The project should be completed by December 31, 2020.

The cost to complete the retiming of the traffic signals is \$38,000 lump sum. Work completed to date will be invoiced on a monthly basis.

Traffic Engineering Consultants, Inc.

6000 S. Western Avenue, Ste. 300 | Oklahoma City, Oklahoma 73139 | Ph. 405-720-7721
6931 S. 66th E. Avenue, Ste. 100, | Tulsa, Oklahoma 74133 | Ph. 918-481-8484
Website: www.tecok.com

If you agree with these terms, please sign below and return a copy of the letter to us. A signed returned copy will be considered notice to proceed.

Sincerely,

APPROVED



Steven D. Hofener, P.E., PTOE
Principal

City of Bentonville

SDH/tm

Date

Enclosure

Table 1 Intersection and Tube Count Locations List

Walton (US-71B) and (Walton North)

Node	Intersection	Peak Hour Time
1	Tiger	(7 a.m.-9 a.m.) (4 p.m-6 p.m.) (TEC)
23	Wal-Mart Drive	(7 a.m.-9 a.m.) (4 p.m-6 p.m.) (TEC)
2	Central (SH-72)	(6 a.m.-7 p.m.) (TEC)
6	Supercenter	(6 a.m.-10 p.m.) (City of Bentonville)
7	SW 8 th Street	(6 a.m.-10 p.m.) (City of Bentonville)
37	SW 8 th Street and I Street	(6 a.m.-10 p.m.) (City of Bentonville)
28	Redbud	(6 a.m.-10 p.m.) (City of Bentonville)

Walton South

26	SW 18 th Street	(6 a.m.-10 p.m.) (City of Bentonville)
22	SW 28 th Street	(6 a.m.-10 p.m.) (City of Bentonville)
32	SH-12 (Regional Airport)	(6 a.m.-7 p.m.) (TEC)
16	SW J Street	(6 a.m.-7 p.m.) (TEC)
31	Medical Center Drive	(6 a.m.-10 p.m.) (City of Bentonville)
43	Greenhouse	(7 a.m.-9 a.m.) (11:30 a.m.-1:30 p.m.) (4 p.m.-6 p.m.) (TEC)
42	Bright Street	(7 a.m.-9 a.m.) (11:30 a.m.-1:30 p.m.) (4 p.m.-6 p.m.) (TEC)
35	Hwy 12 & SE "I" Street	(6 a.m.-10 p.m.) (City of Bentonville)

14th Street (Hwy 102 West)

40	Greenhouse	(6 a.m.-10 p.m.) (City of Bentonville)
39	Elm Tree	(6 a.m.-10 p.m.) (City of Bentonville)
38	Been Road	(6 a.m.-10 p.m.) (City of Bentonville)

14th Street (Hwy 102 East)

30	SE "I" Street	(6 a.m.-10 p.m.) (City of Bentonville)
----	---------------	--

10	Walton (SH-102)	(6 a.m.-10 p.m.) (City of Bentonville)
11	SE "A" Street	(6 a.m.-10 p.m.) (City of Bentonville)
27	SE "C" Street	(6 a.m.-10 p.m.) (City of Bentonville)
12	SE "J" Street	(6 a.m.-10 p.m.) (City of Bentonville)
13	SE "P" Street	(6 a.m.-10 p.m.) (City of Bentonville)
14	Moberly	(6 a.m.-10 p.m.) (City of Bentonville)
15	I-49 SB Ramps (west side)	(6 a.m.-7 p.m.) (TEC)
33	I-549 NB Ramps (east side)	(6 a.m.-7 p.m.) (TEC)
20	Bekaert Drive	(7 a.m.-9 a.m.) (11:30 a.m.-1:30 p.m.) (4 p.m.-6 p.m.) (TEC)

Central

5	Moberly	(6 a.m.-10 p.m.) (City of Bentonville)
19	MLK	(6 a.m.-10 p.m.) (City of Bentonville)
36	I-49 SB	(6 a.m.-10 p.m.) (City of Bentonville)
29	I-49 NB	(6 a.m.-10 p.m.) (City of Bentonville)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
TRAFFIC ENGINEERING CONSULTANTS, INC. FOR A
TRAFFIC SIGNAL TIMING STUDY AND
COORDINATION PLAN.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Traffic Engineering Consultants, Inc. for the annual traffic signal timing study and coordination plan at 32 signalized intersections for a lump sum amount of \$38,000.00 as per 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



Agenda Item Form

Date of City Council Meeting	10/8/2020
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-5927

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to amend Trinity Medical Billings original contract for their EMS Medical billing services until November 15, 2022.					

Estimated Cost	7% of revenue received
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





CITY OF BENTONVILLE, ARKANSAS

117 West Central Avenue Bentonville, Arkansas 72712

AMENDMENT TO CONTRACT FOR SERVICES

Trinity Medical Billing

This amendment (the "Amendment"), dated _____ (month) ____ (day), 2020 is made by the City of Bentonville, Arkansas, Bentonville Ambulance ("CITY") and Trinity Medical Billing ("TRINITY"), parties to the Trinity Medical Billing Contract for Services, dated November 15, 2017 (the "Contract").

1. The purpose of this Amendment is to clarify the term of the Contract and to set the expiration date.
2. The Term in the original Contract states:

"This contract is for a period of 12 consecutive months beginning with the above mentioned date. In addition, this contract will automatically renew exactly 12 months from the aforementioned date unless written cancellation is provided within 30 days before renewal date."

3. The Contract is Amended as Follows:

"This Contract is for a period of 12 consecutive months, beginning with the above mentioned date and automatically renewing annually thereafter for a maximum Contract term not to exceed five (5) years. Unless terminated by either party, this Contract shall expire on November 15, 2022."

4. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

Trinity Medical Billing

BY: _____

BY: _____

Name (printed): Stephanie Orman, Mayor

Name(printed): _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH TRINITY MEDICAL BILLING FOR AMBULANCE BILLING SERVICES FOR THE CITY OF BENTONVILLE FIRE DEPARTMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Amendment to the Agreement with Trinity Medical Billing for Ambulance Billing Services for the City of Bentonville Fire Department as set forth in the amendment 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



Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-5927

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Bid Award to Pinnacle Emergency Vehicles, LLC through the participation in the HGAC Cooperative (Co-op) contract, AM10-18 to purchase two Braun Ambulances in the amount of \$569,506.00. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of the AM10-18, determining that the solicitation was in line with both Arkansas State Statute and City Purchasing procedures. This is a budgeted item in the 2020 budget.					

Estimated Cost	\$569,506.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



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Inter-office Memorandum

To: Brent Boydston, Fire Chief
From: Curtis Sharp, Deputy Chief
CC: Kevin Boydston, Deputy Chief
Date: September 15, 2020
Re: Ambulance Replacement

At present, the fire department has six Excellance 146" type-1 ambulances using Ford F450 4X4 chassis. Two of these ambulances are experiencing frequent out-of-service times and higher maintenance costs due to aging exhaust systems. New ambulance chassis incorporate a (47L) special emergency vehicle emission system that allows exhaust system regeneration at 30 percent, correcting the current issue.

NHTSA safety recommendations and CDC Category 1B best practices (Suggested for implementation and supported by suggestive clinical or epidemiologic studies or by a theoretical rationale) for ambulance decontamination and cleaning have been incorporated to protect patients and prevent staff from contracting high-risk infections during ambulance transport.

Following side-by-side comparisons between Excellance, AEV, Horton & Braun, the EMS committee recommend replacement of the 2013 (1FDUF4HT6DEB14031) ambulance, on third chassis, and the 2015 (1FDUF4HT4GEA33520) ambulance, on second chassis, with engine hours 5,837 and second highest mileage calculated at 145,925. The EMS committee recommend purchasing two Braun 156" Liberty Type-1 ambulances, which incorporate the best build & price point. The Braun dealer for Kansas, Missouri, Oklahoma, and Arkansas is Pinnacle Emergency Vehicles, located at 201 Commercial Street in Centerton. Pinnacle has three Emergency Vehicle Technicians on staff, maintain parts in stock and have the closest service center. Upon receipt of a written purchase order, the anticipated delivery is approximately 120 days after receiving the chassis from Ford.

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	AM10-18	Date Prepared:	10-Sep
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	City of Bentonville (AR)			Contractor:	Pinnacle Emergency Vehicles, LLC		
Contact Person:	Curtis Sharp			Prepared By:	Justin Jarvis		
Phone:	(479) 271-3151			Phone:	(417) 540-0600		
Fax:				Fax:			
Email:	csharp@bentonvillear.com			Email:	justin@pinnacle-ev.com		
Product Code:	BA13	Description:	Liberty Type 1: Ford F-450 4x4 / 169" Wheelbase / 72" Headroom / 156" L Full Seam Welded				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							184111
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
20-10-0112 Inboard armrests for aluminum console		248	30-10-0465 Light, Spotlight - Golight		711		
			30-10-0507 Lights, Interior cabinets, ridgeback 12V LED Blue		888		
50-60-0720 Stainless steel wall protection - squad bench		314	30-10-0722 Receptacle shoreline inlet-super 20 AMP, auto ejec		259		
30-10-0671 Radio tie-in point - (1) 12V/25 AMP - patient		164	50-60-0640 oxygen system, electrical		185		
			30-10-0903 Vista Display screen - push button - curbside		1782		
30-10-0090 Battery voltage indicator light-Kussmaul-LED		172	30-10-0911 System active and check out lights - 10 minutes		99		
30-10-0262 Inverter, Vanner 1050 watt, 20-1050CUL		1543					
30-10-0292 Light, Attendant control panel area - LED - warm		68	30-10-1001 Programming, v-mux		99		
30-10-0310 Light, LED electrical compartment		75	30-25-0201 Lights, running board - whelen mini - LED		218		
30-10-0418 Lights, OSS compartments - Ridgeback LED strip		1296	30-25-4503 Lights, front module turn sig - Whelen M6		388		
30-10-0420 Light interior of rear facing OSS and Passage doors		838	Subtotal From Additional Sheet(s):		38995		
30-10-0432 Light, Stepwell - curbside doorway - mini LED		99	Subtotal B:		48441		
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
Chassis Upgraded to include aluminum wheels		2442	Sliding window cab to module pass through		218		
			Subtotal From Additional Sheet(s):		45585		
Cab seats to vinyl		882	Subtotal C:		49127		
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		21%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	2	X Subtotal of A + B + C:	281679	=	Subtotal D:	563358	
E. H-GAC Order Processing Charge (Amount Per Current Policy)							Subtotal E:
							1000
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation							
Description		Cost	Description		Cost		
Ford GPC Discount (4,700 per unit)		-9400	Cradlepoint Units Installed (1,649 per unit)		3298		
Freight (2,800 per unit)		5600					
Dealer-Installed Technimount System (825 per unit)		1650	Subtotal F:		1148		
Delivery Date:						G. Total Purchase Price (D+E+F):	
						565506	

Additional Unpublished Options			
Description	Cost	Description	Cost
custom order spotlight black	35	aeroclave nozzle with plumbing to OSS #3 flush	1676
side and rear scene light controls at rear doors	80	Outside storage #3 - tall door	942
lights, dome Whelen LED 2 additional	300	OSS #4 backboard/scoop, W/divider and shelves	933
lights, underbody six tecniq led under mod. and cab	672	Latches, cabinet CN10 compliant	1171
Lights, Front grille - (4) whelen Ion T-Series	857	cabinet - left wall, upper rear #1 custom	90
lights, front module - whelen (6)	1361	cabinet - left wall, upper over panel #2 - custom	289
lights, side module warning - (6) Whelen M9 super LED	933	cabinet - front wall, upper #1 - above pass-thru	354
lights, rub rail -whelen ion red - 4 each side	1917	medikool dual temp cabinet with compx elock	5592
Upgrade Opticom to GPS	1945	cabinet - right wall, forward end of squad bench	1924
traffic advisor - rear - whelen duo red/amber	1897	inside/outside access into OSS #4 with acrylic door	100
lights whelen 600 rota beam on condensor (5)	1887	seating squad bench base W/ storage - EVS backpack	1499
Lights, Rear kickplate whelen M9 (2)	640	attn seat - Valor , integral child, swivel base CN8	1950
camera system - Brigade 360 w/dual monitor screens	3827	CPR seat fixed - EVS backpack belting - widened	870
door reflectivity - custom striping rear facing OSS door	2500	Assist handles 2 v bars, 4 handles, anti-microbial	589
drawer, slide-out w/hinged acrylic lid	515	exhaust ventilator, 3 speed - dual	584
lights rear module turn sig - whelen M6 LED arrows	353	glove dispenser - 3 box - front wall	240
access door front wall w/mounting plate	100	custom Bentonville FD graphics	3826
door forward sliding door	1385		
license plate holder - CPI cast recessed with dual LED	155		
outside storage #1A - electrical components	1222		
electrical storage pocket in OSS #1 for HVAC parts	180		
stair chair bracket OSS #3 door	195		
Total			45585



Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	Inventory
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Recommending awarding bid number #20-58 for Conductor In Conduit (CIC) to Stuart Irby for \$85,080.00.					

Estimated Cost	85080
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	



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M E M O R A N D U M

DATE: October 13, 2020

TO: **City Council, Mayor Orman**

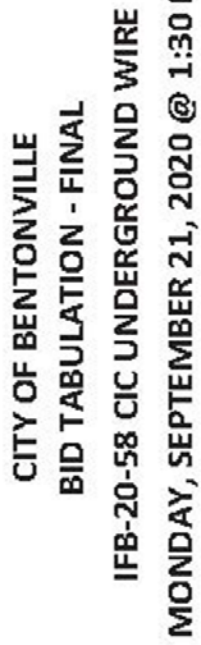
FROM: Travis Matlock, Electric Utility Director

RE: **1/0 CIC Underground Wire Bid #IFB-20-58**

The City of Bentonville recommends awarding the bid for 1/0 CIC underground wire in the total amount of \$85,080.00. The low bid for this item follows.

Stuart Irby Company in the amount of \$85,080.00.

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



~ 169 ~



Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	Administration
Submitted by	Debbie Griffin
Phone	(479) 254-2028

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance for a Waiver of Bid to Bowtie Leadership Consulting and Development-Dr. Todd Jenkins, for an amount not to exceed \$42,000.00, for a one (1) year term, to provide DEI (Diversity, Equity & Inclusion) consultancy services to the City.					

Estimated Cost	\$42,000.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
General Fund Reserves.	



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Waiver of Bid Request

Date of City Council Meeting	10/13/2020
Department	Administration
Submitted by	Debbie Griffin
Phone	(479) 254-2028

Vendor	Dr. Todd Jenkins, Bowtie Leadership Consulting & Development
Total Cost	\$42,000.00
Description of Purchase <i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):</i>	
DEI consultancy services to assist the City in a strategic DEI plan.	

Justification <i>(Enter justification in space below):</i>
Request for City Council to approve the attached contract with Bowtie Leadership Consulting & Development-Dr. Todd Jenkins for DEI (Diversity, Equity & Inclusion) consultancy services in an amount not to exceed \$42,000.00 and waive the requirements for competitive bidding. Dr. Todd Jenkins successfully provided DEI consultancy services to the City under a separate contract (less than \$20,000.00) from July to September of this year as an initial effort (Phase 1) to assist and guide the City in a strategic DEI plan. Due to the previous contract work and the timing of Phase 2, it is neither practicable or feasible to bid these services out at this time.



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Bowtie Leadership Consulting & Development Contract

Offices: Bentonville, AR, Los Angeles, CA, Dallas, TX, Ithaca, NY, Seattle, WA ♦(C) 803-422-5771 ♦e: info@bowtieleadership.com

This contract for the services of Dr. Todd Jenkins on the engagement described below is made the 3rd day of October 2020 between the undersigned purchaser of consultancy services **City of Bentonville POC: Mrs. Debbie Griffin** (herein called "Purchaser") and **Dr. Todd Jenkins** (herein called "Consultant").

1. Nature of Services:

Service includes: Strategic Diversity, Equity, & Inclusion (DE)I Advisor: Advisement of DEI Plan Infrastructure, Implementation, Management, and Assessment, DEI Advisor to Mayor and Mayor Office POC, Co Advising

See Appendix A.

2. Place of Service

Consultant shall perform his/her services under this contract at the following location

Location: City of Bentonville, AR Date: **October 2, 2020 - October 2, 2021**

Start Time: N/A (Monthly Retainer) End Time: _____

Anticipated starting times specified in the contract, subject to minor modifications because of unanticipated occurrences, are of the essence and hence Consultant is required to be at place of engagement a sufficient period of time prior to scheduled time of commencement so as to permit timely production.

3. Term of Contract & Cancellation

The term of performance of this contract shall be for the date listed above from start to end inclusive. Noted with stipulation aligned with quarterly (3 month) renewal and 2021 budget approval. This agreement may be terminated by either party upon ten (10) days prior written notice to the other party. In the event of termination, the Consultant shall be paid on a per diem basis for services performed under this contract.

4. Fee and Payment

In consideration of performance of this Contract, the Consultant shall receive a total fee not to exceed \$42,000.00 for 1 year of services, which is inclusive of meetings, sessions, and preparation. Payment shall be made available to Consultant via Organization check at the 15th each month per Appendix B - Monthly Scale Rate . Consultant shall submit invoices to Purchaser no later than the 1st of each month for payment to be processed on time. Completion of services shall conclude by October 2, 2021.

5. Fee Deposit:

N/A due to time sensitivity Please make all checks payable to **Bowtie Development** following the event and instructions per invoice every 15th day of service. If the event is canceled by the Purchaser, part of the deposit may be refunded according to the following Refund Schedule:

Less than 15 days notice: 0 (zero) per cent of deposit

30 days notice: 50 per cent

60 or more days notice: 75 per cent

Purchaser shall pay the balance of the Consultant fee, immediately following the conclusion of the Consultancy services.

6. Independent Contractor

It is understood that the Consultant executes this Contract as an independent contractor and that Consultant, nor any of Consultant's employees or contractor's, are an employee of the Purchaser. As such, Consultant is responsible for his own acts of negligence, as determined by law. Purchaser, as a municipality, is immune from liability for negligence. Details and manner of performance are under the control of the Consultant, or, in instances where a group is involved, the leader (Dr. Todd Jenkins) of the Consultancy services. However, Purchaser has the right to direct Consulting services to discontinue any activity not deemed to be in the Purchaser's best interest as determined by the Purchaser, or any activity constituting violation of City Ordinance, as well as any federal or state laws. Consultant shall comply with all applicable laws.

7. Acts of God

If, due to illness, accident, or other causes legally known as Acts of God, Consultant is forced to cancel a contract, neither party, nor any representative shall be liable for any payment.

8. Breach of Contract

This contract and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Arkansas. This contract, and the terms and conditions contained herein, may be enforced by the Consultant and by the Purchaser. Disputes regarding the terms of the Contract or claims arising out of its execution or performance may be resolved in any Arkansas court with competent jurisdiction.

SIGNATURES: The parties agree that the date set forth above is the effective date of execution of this contract.

Purchaser

Signature: _____

Title: _____

Date: _____

Artist

Signature: _____

Title: Executive Consultant Bowtie Leadership & Development, INC

Date: September 29, 2020

Appendix A Strategic DEI Advisory

Tactics

1. Identify the purpose and scope of the Diversity, Equity, and Inclusion (DEI) plan development.
2. Serve as a Special DEI Advisor to the Mayor and Point of Contact
3. Review of research, discovery, regional models, DEI partner services, and brainstorming as needed
4. Co Advise DEI Plan Discovery, Design, and Implementation
5. Co Advise with external stakeholders to complete city plan and DEI program co-development (policies and procedures, city DEI mission, goals, programs, internal and external)
6. Align SME as needed to support Advisement

Product:

Advisement of DEI Plan Development, Execution, and Community Engagement

DEI Advisor to Mayor and Mayor Office POC

Co Advising Short Term 6- 12 months /Long Term 3-5 years Plan Framework and Management

BTL- Inclusion Development **DEI Consultant Timeline – City of Bentonville**



Appendix B

Monthly Consulting
Fees- 2020-2021

QUARTER	MONTHS	MONTHLY RATE
Q4 2020	OCTOBER, NOVEMBER, DECEMBER	\$5000.00
Q1 2021	JANUARY, FEBRUARY, MARCH	\$4000.00
Q2 2021	APRIL, MAY, JUNE	\$3000.00
Q3 2021	JULY, AUGUST, SEPTEMBER	\$2000.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR DIVERSITY, EQUITY AND INCLUSION CONSULTANCY SERVICES WITH BOWTIE LEADERSHIP CONSULTING AND DEVELOPMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Bowtie Leadership Consulting and Development for Diversity, Equity and Inclusion consultancy services as set forth in the agreement attached hereto as Exhibit "A".

Section 2: Because Bowtie Leadership Consulting and Development has provided Phase 1 services, and because of the need for continuity of services in order to facilitate timely assistance and guidance in a strategic DEI plan, it is neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	Administration
Submitted by	Debbie Griffin
Phone	479-254-2028

Item Type: <i>(Check All That Apply)</i>					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Approval of a Budget Adjustment to provide DEI (Diversity, Equity & Inclusion) Consultancy to the City.					

Estimated Cost	\$42,000
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	
General Fund Reserves	



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Budget Adjustment Request

Date of City Council Meeting	10/13/2020
Department	Administration
Submitted by	Debbie Griffin
Phone	479-254-2028

Purpose of Budget Adjustment *(Enter purpose in space below):*
 Budget Adjustment to Provide DEI (Diversity, Equity & Inclusion) Consultancy to the City.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101010.00	43210.00	Professional Services		\$ 42,000.00
			Totals \$ -	\$ 42,000.00
			Net Impact on Fund Balance \$	(42,000.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				



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Agenda Item Form

Date of City Council Meeting	10/13/2020
Department	Administration/IT
Submitted by	Dennis Hayes
Phone	(479) 271-3127

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the purchase of VMWare Software licensing from ConvergeOne for a total of \$53,462.31. Pricing for this purchase is according to the Government Services Administration (GSA) Cooperative (Co-Op) Contract GS-35F-303DA.					

Estimated Cost	\$53,462.31
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



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Memo

To: City Council, Mayor Orman
From: Dennis Hayes, Systems Administrator
cc: Jonathan Rogers, IT Manager
Date: 10/1/2020
Re: Resolution authorizing the purchase of VMWare from ConvergeOne for \$53,462.31, through GSA Contract #GS-35F-303DA

The Resolution request is for software that is a key component of the Enterprise Remote Access project allowing us to manage connections for staff to work remotely when required.

Funding for the project was approved by City Council on 8/11/2020 (item 17).

Several quotes were obtained on pricing for this software and ConvergeOne was the most competitive.



Date: 9/11/2020
Page #: 1 of 3
Documents #: OP-000563692
SO-000616251
Solution Name: C of Bville - VDI (60) - 5
years - VMware
Customer: CITY OF BENTONVILLE

Solution Summary

C of Bville - VDI (60) - 5 years - VMware

Customer: CITY OF BENTONVILLE		Primary Contact: Dennis Hayes	
Ship To Address: 117 W Central Ave Bentonville, AR 72712-5256		Email: dhayes@bentonvillear.com	
Bill To Address: 117 W Central Ave Bentonville, AR 72712-5256		Phone: (479) 271-3127	
Customer ID: AOSZBENT1103		National Account Manager: Jennifer Bricker	
Customer PO:		Email: Bricker@convergeone.com	
		Phone: +14793192019	

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$19,993.14		One-Time		\$19,993.14
Maintenance					
Manufacturer Maintenance	\$28,421.10		Prepaid		\$28,421.10
Project Subtotal	\$48,414.24				\$48,414.24
Estimated Tax	\$5,048.07				
Estimated Freight	\$0.00				
Project Total	\$53,462.31				\$53,462.31



Date: 9/11/2020
Page #: 2 of 3
Documents #: OP-00036392
SO-000616251
Solution Name: C of Eville - VDI (60) - 5
years - VMware
Customer: CITY OF BENTONVILLE

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) the master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the Internet at <https://www.convergeone.com/online-general-terms-and-conditions/>; If Customer's Agreement is a master agreement, then the terms and conditions of the Agreement shall apply to this Order, subject to any modifications located at: <https://www.convergeone.com/online-general-terms-and-conditions/>; In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (1) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
TITLE: _____ TITLE: _____

Solution Quote

Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
VMware H1Z-ADC-10P-SSS-FED PROD SNS HRZN 7 ADV 100% SLIC COU 1 YR	GS-35F-30-3CA		30	\$1,029.00	\$30,870.00	7.93 %	\$947.37	\$28,421.10



Date: 9/11/2020

Page #: 3 of 3

Documents #: OP-000563692

SO-000616251

Solution Name: C of Bvills - VDI (60) - 5
years - VMware

Customer: CITY OF BENTONVILLE

Solution Quote

Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
HZ7-ADC-10-F-L1 FED TPP L1 HRZN 7 ADV 10PK CCJ LICs	GS-35F-303DA		6	\$4,115.00	\$24,690.00	19.02 %	\$3,332.19	\$19,993.14
VMWare Subtotal:					\$55,560.00			\$48,414.24
Total:					\$55,560.00		\$4,279.56	\$48,414.24

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
CONVERGEONE CERTAIN SOFTWARE, LICENSES AND
MAINTENANCE FOR THE CITY OF BENTONVILLE.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with ConvergeOne for the purchase of certain Software, Licenses and Maintenance through GSA Contract #GS35F-303DA, 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



Agenda Item Form

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Resolution for City Council approval authorizing the Mayor and Clerk enter into an agreement with Hight Jackson, in the amount of \$250,000.00, for architecture services the proposed Animal Services facility.					

Estimated Cost	\$250,000
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	
General Fund	



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Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: September 30, 2020
Re: City Council approval of resolution authorizing Mayor and Clerk enter into agreement with Hight Jackson for architectural services for the Animal Services Building.

For several years, many Citizens in our community have asked the City Leaders about the need for the City Government to manage an Animal Services Facility. While contracting with adjacent cities has been a beneficial option, Bentonville has grown to a size where we must take a serious look at what is best for our citizens.

Over the course of the last couple years, City Leaders have evaluated current agreements and operating policies as well as worked with outside groups to determine the best future steps. Approximately a year ago, City Staff recommended to Mayor Orman the best step would be for the City to construct a new facility managed by City Staff. These plans were introduced to City Council at the August 27, 2019 Council meeting when the resolution was passed dissolving the Animal Shelter Task Force and Steering Committee. Since that time, Staff has worked with Hight Jackson and other design firms to determine a potential location, create a conceptual design and develop a potential operational budget for a future facility and department.

Approximately a month ago, City Staff met with each Council Member individually to present a proposed location, conceptual building design, staffing plan and potential operational budget. Police and Parks has dedicated significant time into researching some of the best operated facilities in this part of the country. We believe after seeing these operations, the best action for our City, our citizens, and our staff – particularly our Police Department and Animal Control Officers – is to build and operate our own facility.

This building, proposed to be located at the intersection of SW I and SW 41st Street, will be located on property currently owned by the City of Bentonville. We chose the

property because of its visibility, accessibility, location in relation to the parks and trails, and the minimal impact it will have on other potential uses of adjacent properties.

The next step of making this facility and operation a reality is to hire Hight Jackson to take the design of the building through Design Development, Construction Documents and Bidding. This process should take approximately eight (8) months. Staff is asking Hight Jackson to work with a Construction Manager to ensure the building is designed and constructed at the best possible value for our City and taxpayers. After these teams are able to create the best possible design, we will publicly bid the project for a final contract and construction costs. However, preliminary cost estimates for building construction is \$3,158,000. Additional FF&E costs should be approximately \$600,000 for a total construction project of approximately \$3.75 million.

This agreement with Hight Jackson is valued at \$250,000. This figure is approximately 7% of the cost estimate. The City Staff utilized a professional services selection committee to choose Hight Jackson and the team they assembled. If the agreement is approved, the project should launch by November 1 with construction beginning in the Summer of 2021. The facility could open and be available to our citizens in 2022.

If you have any questions regarding this item, please let me know. Please call me at 271.6813, or email dwright@bentonvillear.com

Attachments:

Job Description

Bentonville Animal Services Center



Bentonville Animal Services Center



Hight Jackson
ASSOCIATES

BENTONVILLE ANIMAL SERVICES



03/03/2020

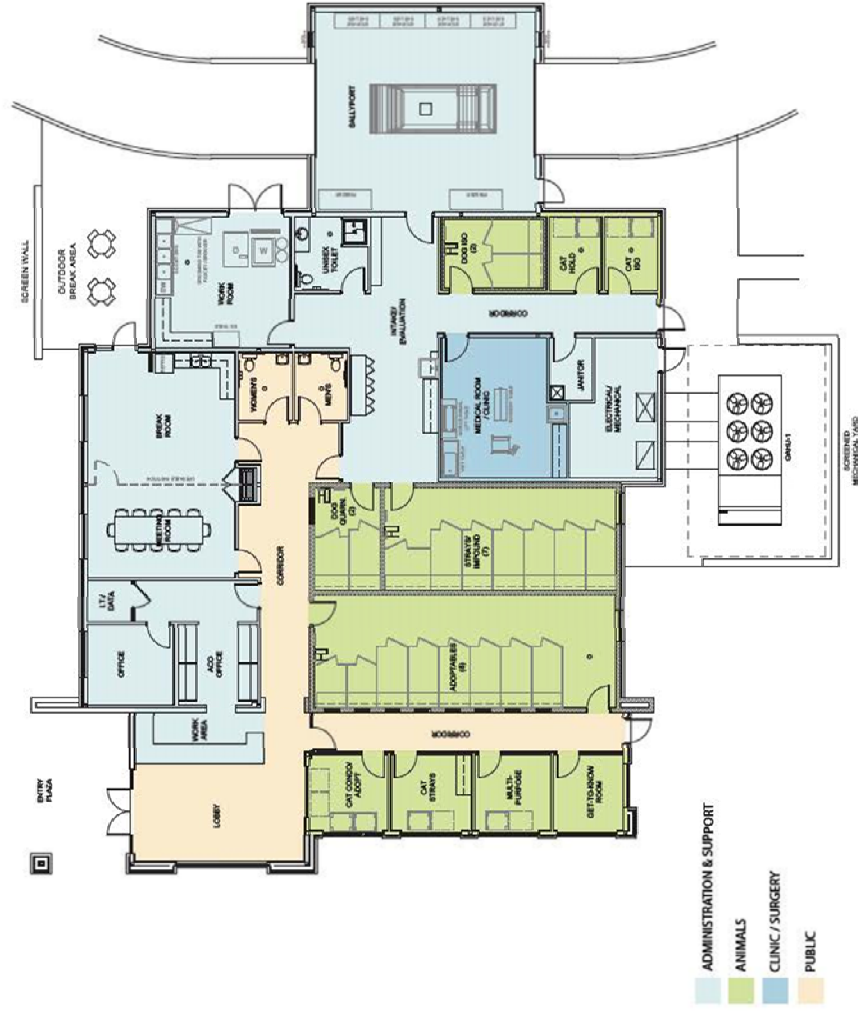
Bentonville Animal Services Center



Bentonville Animal Services Center



Bentonville Animal Services Center



03/03/2020

BENTONVILLE ANIMAL SERVICES

Hight Jackson
ASSOCIATES



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of October in the year Two Thousand Twenty
(In words, indicate day, month and year.)

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

City of Bentonville
117 W. Central
Bentonville, AR 72712

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

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

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

Bentonville Animal Services Building

Bentonville, AR 72712

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Program consists of a plus or minus 7,000 square foot facility containing a lobby, offices, breakroom, kennel areas for dogs and cats, a medical room, work room, toilets, support spaces, and an enclosed sally port for animal control.

§ 1.1.2 The Project's physical characteristics:

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

The proposed site location is on a city owned property at the intersection of SW "I" Street and SW 41st Street. It is adjacent to the greenway trail and near the Bentonville Community Center on the southern edge of Bentonville, AR.

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

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

To be determined

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

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.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

None at this time

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

Construction Manager at Risk

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

None at this time

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

David Wright
Parks and Recreation Director
City of Bentonville
215 SW A Street
Bentonville, AR 72712

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

To be determined

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

.1 Geotechnical Engineer:

To be determined

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(Paragraph deleted)

.2 Topographic / Boundary: Morrison Shipley
5704 Euper Lane, Suite 200

(Paragraphs deleted)Fort Smith, AR 72903

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

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

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Engineering Consultants, Inc.
101 Parkwood Street, Suite B
Lowell, AR 72745

.2 Mechanical Engineer:

Core States, Inc.
3039 Premiere Parkway, Suite 700
Duluth, GA 30097

.3 Electrical Engineer:

Core States, Inc.
3039 Premiere Parkway, Suite 700
Duluth, GA 30097

.4 Civil Engineer:

Morrison Shipley
5704 Euper Lane, Suite 200
Fort Smith, AR 72903

.5 Architectural Consultant:

Quorum Architects, Inc.
825 W. Vickery Blvd, Suite 100
Fort Worth, TX 76104

§ 1.1.11.2 Consultants retained under Supplemental Services:

None at this time

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

None at this time

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

§ 2.5.4 Workers' Compensation at statutory limits.

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

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

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

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§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall assist the Construction Manager at Risk in submitting to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Design Development Phase Services

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

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

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, assist the Construction Manager at Risk in advising the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager at Risk in bidding the Project by:

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

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

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner and the Construction Manager at Risk during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent

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provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

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- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of entities providing bids or proposals;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

(Paragraphs deleted)

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

(Paragraph deleted)

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Construction Manager at Risk, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's

methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Construction Manager at Risk with assistance from the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate

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contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for dispute resolution but, in such event, mediation shall proceed in advance of dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

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

(Paragraph deleted)

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

☐

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

None

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

To be negotiated

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) Two Hundred Fifty Thousand Dollars & no/100 (\$250,000.00)

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

Hourly as shown on the attached Hourly Rate Sheet

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

Hourly as shown on the attached Hourly Rate Sheet

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

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

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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

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

Refer to the attached Hourly Rate Sheet

§ 11.8 Compensation for Reimbursable Expenses

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

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

(Paragraph deleted)

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

None at this time

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

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

(Paragraph deleted)

§ 11.10.2 Progress Payments

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

Maximum allowed by law

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None at this time

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- 2 Other documents:

(List other documents, if any, forming part of the Agreement.)

Hourly Rate Sheet

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

City of Bentonville

Hight Jackson Associates PA

OWNER (Signature)

ARCHITECT (Signature)

Stephanie Orman, Mayor
(Printed name and title)

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

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January 1, 2018

HOURLY RATE SCHEDULE

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

RESOLUTION NO. _____

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

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

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

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

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Budget adjustment for City Council approval in the amount of \$250,000.00 to fund the contract with Hight Jackson for design services for the proposed Animal Services facility.					

Estimated Cost	250,000
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
General Fund	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright, Director
Phone	(479) 271.6813

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> To allocated funding for the hiring of architectural design firm to create plans, specifications and construction documents for the Animal Services Facility.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030.00	47210.00	Capital - Building		\$ 250,000.00
Totals			\$ -	\$ 250,000.00
Net Impact on Fund Balance			\$	(250,000.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
 PLEASE RECYCLE





Agenda Item Form

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Resolution for City Council approval authorizing the Mayor and Clerk enter into an agreement with CR Crawford, in the amount of \$35,000.00, for pre-construction services for the proposed Animal Services facility.					

Estimated Cost	\$35,000
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	
General Fund	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: September 30, 2020
Re: City Council approval of resolution authorizing Mayor and Clerk enter into agreement with CR Crawford for preconstruction services for the Animal Services Building.

As discussed in the previous item, Citizens have asked the City Leaders about the need for the City Government to manage an Animal Services Facility. While contracting with adjacent cities has been a beneficial option, Bentonville has grown to a size where we must take a serious look at what is best for our citizens.

If Council decides to move forward with the design and construction of a new facility, we want to construct the building at the best possible value. We know that partnering with Construction Management firms on the front end projects result in a less expensive cost and will result in a better building.

CR Crawford has experience with constructing multiple similar facilities. The most recent experience is the new Osage Veterinary Clinic on SW Regional Blvd. After an extensive interview process, our professional services selection committee chose CR Crawford over other teams to help manage the design process.

If approved, this contract will take us through design and bidding. If we choose to extend the contract to allow CR Crawford to oversee construction, we will extend the agreement at the time we award bids.

This contract value is \$35,000.

If you have any questions regarding this item, please let me know. Please call me at 271.6813, or email dwright@bentonvillear.com

Attachments:
Agreement with CR Crawford

AIA® Document A133™ – 2009

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

AGREEMENT made as of the Twenty-Fourth day of July in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Bentonville
117 W Central
Bentonville, Arkansas 72712

and the Construction Manager:
(Name, legal status and address)

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

for the following Project:
(Name and address or location)

Bentonville Animal Services Building
Southwest 41st Street and Southwest H Street

The Architect:
(Name, legal status and address)

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

The Owner's Designated Representative:
(Name, address and other information)

David Wright
215 Southwest A Street
Bentonville, Arkansas 72712

The Construction Manager's Designated Representative:
(Name, address and other information)

Jason Keathley or Jordan Ligon

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™–2007, 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.

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1102 S. Happy Hollow Road
Fayetteville, Arkansas 72701

The Architect's Designated Representative:
(Name, address and other information)

The Owner and Construction Manager agree as follows.

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TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall

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procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

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acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

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§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$35,000.00

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

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§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

10 % annum

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

5%

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

10% for additive change orders; 0% for deductive change orders.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Not applicable

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed Ten percent (10 %) of the standard rate paid at the place of the Project.

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

100% savings returned to Owner.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

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§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs

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of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and

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amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty-One (21) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those

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payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of Ten percent (10 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Ten percent (10 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Certificate of Occupancy has been issued and punch list completed.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Commercial General Liability (CONTRACTOR)	\$2,000,000.00
Automobile Liability (CONTRACTOR)	\$1,000,000.00
Umbrella Liability (CONTRACTOR)	\$10,000,000.00
Workers Compensation and Employers Liability (CONTRACTOR)	\$1,000,000.00
Builders Risk (CONTRACTOR)	

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Payment Bond (CONTRACTOR)
Performance Bond (CONTRACTOR)
Property Insurance (OWNER within 7
days of Substantial Completion)

ARTICLE 9 DISPUTE RESOLUTION

(Paragraphs deleted)

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

This Agreement shall be construed in accordance with the laws of the State of Arkansas. The exclusive venue for the litigation of any disputes arising hereunder or related hereto shall be either Washington County Circuit Court or United States District Court, Western District of Arkansas, Fayetteville Division. By executing the Agreement, Owner hereby voluntarily, knowingly, and intentionally submits itself to the personal jurisdiction of the courts referenced herein for the purpose of litigating any and all disputes with Contractor related to this Agreement.

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

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§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

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§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

(Paragraphs deleted)

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, 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
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

Stephanie Orman, Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Jason Keathley, Vice President
(Printed name and title)

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH CR
CRAWFORD FOR CERTAIN CONSTRUCTION
MANAGEMENT SERVICES FOR THE BENTONVILLE
ANIMAL SERVICES FACILITY.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an
Agreement with CR Crawford for pre-construction phase construction management services for
the Bentonville Animal Services facility 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



Agenda Item Form

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Budget adjustment for City Council approval, in the amount of \$35,000.00 for the preconstruction services for the Animal Services facility.					

Estimated Cost	\$35,000
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
Please see Budget Adjustment form	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright, Director
Phone	(479) 271.6813

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> To allocated funding for the hiring of a Construction Management Firm to assist with managing design and pricing for the Animal Services Facility.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030.00	47210.00	Capital - Buildings		\$ 35,000.00
			Totals \$ -	\$ 35,000.00
			Net Impact on Fund Balance \$	(35,000.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				



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 PLEASE RECYCLE





Agenda Item Form

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: <i>(Check All That Apply)</i>					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i> Ordinance for City Council approval amending the Pay Plan, creating the position of Animal Services Director.					

Estimated Cost	\$15,000
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i> General Fund	



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Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: September 30, 2020
Re: City Council approval of an ordinance amending the Pay Play to allow for the creation of a new position titled Animal Service Director.

The final step of allowing City Staff to move forward with the Animal Services Facility is starting to assemble a staff for operation. Staff believes it is important to bring on the Animal Services Director to be part of the design and construction of the new facility.

When we open a facility, potentially in early 2022, we can not afford to start operations on the day we “cut a ribbon”. Long before we move into a facility, we should have relationships with rescues, volunteers and potential donors. Many of these potential donors locally are vendors who have mentioned they are willing to donate supplies and food. This person should establish relationships with other City Staff, particularly with Police and Parks, elected officials, community leaders and citizens.

We need a trained, experienced professional to understand the needs of our communities to establish operational policies and procedures. We want this person to lead the effort to specify the FF&E in the building to help ensure the best possible operation for the facility.

When we open this facility in early 2022, we won’t just start our operation. We will have already begun. The building will be the next step in providing a service for our citizens. In order to do this, we should move forward with hiring the leadership of this team. After working with Human Resources, we believe the position should be classified at a Grade 34. This is consistent with other like positions within the City and in surrounding communities. The starting salary for this type of position will be approximately \$60,000. Benefits, such as health insurance, may add an additional \$30,000 with a total cost to the city at approximately \$90,000. A position description is attached. While this ordinance and budget adjustment will go into effect immediately, we do not necessarily begin any funds will be spent in FY2020. Instead, we anticipate by the time we advertise, interview and allow for someone to move, it will be at least mid-November. It may also be as late at January 1, 2021 before they actually join the team. It’s important to approve the position now to allow Human Resources the ability to begin advertising the positions and for Parks and Police the opportunity to begin the interview and hiring process. If this person is able to join the team by mid-November, the expense for the remainder of the year is \$15,000.

If you have any questions regarding this item, please let me know. Please call me at 271.6813, or email dwright@bentonvillear.com

Attachments:
Job Description



JOB DESCRIPTION

Job Title: Animal Services Manager
Department: Animal Services Department
Reports To: Parks and Recreation Director
FLSA Status: Exempt
Pay Status: Salaried
Prepared By: Human Resources
Prepared Date: 18 December 2019
Approved By: Parks and Recreation Director
Approved Date: 18 December, 2019

JOB SUMMARY manages and oversees animal services operations, facilities, and staff for the City to ensure the safe care and control of domesticated and undomesticated (feral) animals, and to provide animal care services to benefit the community and public safety.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Reporting relationships, work assignments, and work schedules may be subject to change in order to meet City needs or operational requirements. Attendance at work and the ability to get along with community leaders, general public, supervisors, and co-workers are essential elements of this position. This position requires basic knowledge of animal care codes and regulations, building maintenance, and customer service, including situations where persons may be upset or emotionally distraught. The position requires the ability to maintain a collaborative and cooperative working relationship with elected and appointed officials, other City employees, other organizations, and the public. Other duties may be assigned.

Directs the daily operations and supervision of employees of the City Animal Services Department to ensure the safe care and control of domesticated and undomesticated animals.

Responsible for the planning, directing, monitoring and supervising the staff and operations of the Animal Services Department

Directs the physical work environment of the animal services department, to include animal care and the maintenance and security of the buildings and grounds.

Ensures that animal services facilities meet acceptable climate controls in all weather conditions.

Ensure availability and/or access to "on-call" situations requiring response to animal services emergencies.

Hires, trains, supervises, schedules, evaluates, and disciplines employees, including disciplinary actions and terminations.

Maintains operational and employee records, documents, statistics, and logs. Responds to public record requests. Prepares and presents periodic reports, as requested.

Manages the Department's budget including creating, revising, and implementing an annual budget. Monitors spending for budget compliance.

Creates, updates, and implements department policies, procedures, and protocols.

Monitor progress of ongoing investigations by Animal Control Officers (ACOs). Assist ACOs in preparing court cases and testimony, as needed.

Provides customer service to the public. Provides information, answers inquiries and responds to and resolves complaints in person and by telephone.

Provides community-based recreational and educational programs and public outreach to enhance the quality of pet ownership and bring public awareness to the center. Represents the City and Department on animal services with the media.

Maintains records and documents and prepares reports to acquire and maintain necessary licensing and certifications for the Animal Services Department and associated facilities.

Serves as liaison to Animal Services Advisory Board.

Performs the duties of other positions as needed. Works with Police Department to dispatch ACO's as needed. Responds to emergency and/or rescue situations as needed or required.

Investigates community outreach and community animal services support opportunities to enhance animal care.

Investigates community fund-raising and revenue-generating opportunities to support and enhance community animal services.

Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES this position directly supervises 2-3 full-time animal service workers, 10-12 part-time animal services workers, and numerous animal services volunteers from community-based animal support organizations. Additionally, this positions oversees the animal services efforts of contract staff, to include veterinarians, animal groomers, animal trainers, and others who are performing contract services for the Animal Services department. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

EDUCATION and/or EXPERIENCE requires a Bachelor's degree (B. A.) from four-year college or university and/or training in animal services or a related field; or equivalent combination of education and experience. Veterinary Technician training is preferred. Current National Animal Control Association (NACA) I and II Certifications preferred; Four (4) to six (6) years animal shelter experience, including management experience is preferred. Fund-raising experience a plus.

LANGUAGE SKILLS Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

REASONING ABILITY Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS Current National Animal Control Association (NACA) I and II Certifications preferred Must have and maintain a valid drivers license.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, the employee is frequently required to stand, walk, sit, stoop, kneel, and bend. The job requires hand/finger dexterity to handle animals, manipulate tools, operate specialized animal control equipment, and reach with hands and arms. The job requires operation of job related equipment and driving a vehicle. The employee must occasionally lift and/or move up to 50 pounds with assistance. Sufficient visual acuity and hearing capacity to perform the essential functions and interact with the public is required.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently exposed to outside weather conditions. The employee is occasionally exposed to moving mechanical parts; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; risk of electrical shock; and vibration. The noise level in the work environment is usually moderate.

CLASSIFICATION REQUIREMENTS: The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an individual to satisfactorily perform each essential duty satisfactorily and be successful in the position. Employees in this position MUST have working knowledge and practical experience in:

- Methods, techniques, and objectives of animal care and control, including injured and aggressive animals;

- Method and techniques of providing medical evaluation and basic treatment to animals including, but not limited to, shots and vaccinations, wound treatment, and general health evaluations;
- Methods and techniques of humanely euthanizing animals;
- Basic domestic and wild animal behavior traits and patterns;
- Customer service methods, techniques, and objectives;
- Employee hiring, supervision, training, evaluation, disciplinary, and termination methods, techniques, and objectives;
- Municipal budgeting methods, techniques, and objectives;
- Preparation and maintenance of documents, records, statistics, logs, and reports; • Cash handling methods and techniques;
- Inventory maintenance, including placing, receiving, and reconciling orders;
- City purchase card policies and procedures;
- Building and grounds maintenance, including but not limited to, janitorial and cleaning, mowing, weeding, and snow removal;
- Federal regulations and City policies regarding safe work practices relating to use of janitorial equipment, power tools, and grounds keeping equipment;
- Federal, state, City, and other applicable rules and regulations regarding proper use, inventory, and disposal of drugs used in the treatment and/or euthanasia of animals;
- Methods, techniques, and objectives of long- and short-term planning and implementation;
- Operation of specialized animal control and capture equipment;
- Operation of basic office equipment;
- Operation of a personal computer and job-related software applications.

ORDINANCE NO. _____

**AN ORDINANCE CREATING A POSITION IN THE PAY
PLAN FOR THE CITY OF BENTONVILLE, ARKANSAS.**

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

Section 1: That the position of "Animal Service Director", grade 34, should be and
the same is hereby added to the City of Bentonville Pay Plan.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Budget adjustment for City Council approval, in the amount of \$15,000.00, to allow for the hiring of an Animal Services Director for the City of Bentonville.					

Estimated Cost	\$15,000
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	
General Fund	



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Budget Adjustment Request

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright, Director
Phone	(479) 271.6813

Purpose of Budget Adjustment *(Enter purpose in space below):*
 To allow for the hiring of an Animal Services Director for the City of Bentonville.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030.00	410-10	Full Time Wages / Salaries		\$ 11,000.00
105030.00	415-77	Benefits		\$ 4,000.00
			Totals \$ -	\$ 15,000.00
			Net Impact on Fund Balance \$	(15,000.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				



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Agenda Item Form

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: <i>(Check All That Apply)</i>					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Budget adjustment for City Council approval in the amount of \$500,000.00, to recognize a grant from the Walton Family Foundation for the future construction of a dog park and playground at Orchards Park.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	



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Budget Adjustment Request

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright, Director
Phone	(479) 271.6813

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> To recognize a grant award for a new dog park and playground at Orchards Park.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030.00	47390.00	Imporvments other than Bldg		\$ 500,000.00
105030.00	33810.00	Local Grants	\$ 500,000.00	
		Totals	\$ 500,000.00	\$ 500,000.00
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				



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Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: September 30, 2020
Re: Budget adjustment for future improvements at Orchards Park

When City Council approved the Play Bentonville Plan in 2017, the plan discussed the need for additional dog parks. Specifically, the plan called for four (4) parks to be placed strategically through town.

The current park on North Walton is the perfect location for a dog park. The visibility, accessibility and its placement on the trail system are the perfect ingredients for a well-used public space. Bentonville's next dog park, soon to be under construction, will be part of the future park on SW 28th Street. This project, similar to our current Bark Park will be accessible and inside a park. The access to water will highlight this specific amenity.

This grant puts Parks and Recreation in position for our third dog park. This dog park, to be located at Orchards Park will be coupled with a playground and will add to the attractions of Orchards Park. These two new amenities will certainly activate this park space and will bring visitors back to the space on a more frequent basis. We are certain these new amenities will significantly increase the usage of Orchards Park.

The total budget for the playground and dog park project is currently \$580,000. This grant project pays for the entire dog park and most of the playground. Parks and Recreation has budgeted \$80,000 in the 2021 budget to pay the balance of the project. If this item is not approved in the budget, we will move forward with the dog park only. If approved, we anticipate construction beginning in early 2021.

If you have any questions regarding this item, please let me know. Please call me at 271.6813, or email dwright@bentonvillear.com

Attachments:
Conceptual Site Plan



August 26, 2020

Mayor Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant 00103776

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 \$500,000.00 to the City of Bentonville ("Grantee"). The project term will be August 26, 2020 to August 31, 2021. 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 construct an off-leash dog area and children's play area in Orchards Park. This grant is more fully described in the Grantee's proposal dated August 5, 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: \$500,000.00 USD**

Grant payments will be made as follows:

Installment	Amount	Date
#1	\$500,000.00	Upon completion of a signed grant agreement & construction contract, on or about November 15, 2020

3. **Payable:** Grant payment of \$500,000.00 shall be initiated upon receipt of this completed agreement from the Grantee acknowledging the terms and conditions set forth herein and upon completion of a construction contract. 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	Payment Requirement Signed Construction Contract	November 15, 2020
2	Progress Report	March 1, 2021
3	Final Report	May 31, 2021

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 00103776 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 Alison Jumper, Program Officer, and can be contacted via phone (479) 200-1809 or email ajumper@wppg.org. Please reference Grant 00103776 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 September 9, 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: David Wright



Agenda Item Form

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution for City Council approval authorizing the Mayor and City Clerk enter into an amendment to the agreement with Design Workshop to provide additional professional services related to The Commons / Quilt of Parks Project.					

Estimated Cost	\$393,725
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
Grant award from the Walton Family Foundation	



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Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: September 30, 2020
Re: City Council approval of resolution regarding Commons / Quilt of Parks.
Design project is funded via a grant award from the Walton Family Foundation.

In December 2017, Parks and Recreation was awarded a Design Excellence Grant from the Walton Family Foundation to allow us to study public spaces in Downtown Bentonville and to create a master plan that will provide vision for how to serve our residents for the 50 years. This project included a master plan for all the parks / public spaces in Downtown Bentonville, as well as design and construction documents for Dave Peel Park.

This grant award created the Quilt of Parks for Bentonville Parks and Recreation. This master plan was adopted by City Council in June 2020. After the adoption of the plan, we began talking to the Walton Foundation about the Dave Peel Project and how it relates to The Commons, the plaza slated to be constructed in the parking lot at the end of SE A Street. During these discussions, we talked about how it would benefit the City of Bentonville if the Dave Peel Project and the Commons could be combined into one (1) project. This allows for the design of both projects to occur simultaneously. It possibly allows for the construction of both facilities to occur simultaneously, resulting in a less expensive project(s).

After these discussions, the Walton Family Foundation extended a grant award to the City of Bentonville to allow us to move forward with the design and construction documents for The Commons. At the end of the project with Design Workshop, we will have “shovel ready” plans prepared to bid and move forward when the City is ready.

If Council approves this amendment, we will launch the design portion of both of these projects in November. If you have any questions regarding this item, please let me know. Please call me at 271.6813, or email dwright@bentonvillear.com

Attachments:
Additional Services Agreement with Design Workshop

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

October 8th, 2020

812 San Antonio Street
Suite 401
Austin, TX 78701
512-499-0222
512-499-0229 fax

Aspen

Austin

Chicago

Denver

Houston

Lake Tahoe

Los Angeles

Raleigh

CONTRACT AMENDMENT REGARDING
THE COMMONS/QUILT OF PARKS
Bentonville, AR

PROJECT DESCRIPTION

In 2020, Design Workshop completed the Master Plan for the Quilt of Parks project in Bentonville, AR. Following the Master Plan process, Design Workshop will prepare contract documents for both Dave Peel Park and The Commons – as identified in the Master Plan booklet. These two parks will serve as catalysts for downtown by creating a new space for events and gathering at the Commons and an enhanced experience for families and children at Dave Peel Park. Design Workshop provided draft opinion of probable cost estimates for each project on May 11th, 2020. The Commons opinion of probable cost estimate is \$3,500,000 and Dave Peel Park is \$3,000,000.

We are anticipating that both projects will run simultaneously, and the scope of work will follow our standard linear design and documentation process. This includes Project Start-Up, Schematic Design, Design Development, Construction Documentation, Bidding and Negotiation, Site Permitting (as part of the CD process). This scope of services does not include construction observation for The Commons Park.

designworkshop.com

SCOPE OF SERVICES

The following narrative describes a comprehensive list of services required to prepare Contract Documents for the Commons Park as identified in the Quilt of Parks Master Plan. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop in connection with this agreement is as follows:

TASK ONE: CONCEPTUAL PLAN RELOCATION

Based on our correspondence by phone and through e-mail on May 12th, 2020, we understand that the client is requesting that Design Workshop provides conceptual direction on flipping the programming of the Commons and Dave Peel Park. This would move the event programming closer to the future hotel and the playground programming to the current parking lot.

The specific tasks to be completed are as follows:

1. Meet with client team (1-hour) to discuss design considerations for the programming switch. The meeting should include key stakeholders as appropriate and determined by the client.
2. Prepare updated conceptual layout plans for Dave Peel Park, The Commons, and the block of A-Street between SE 2nd street and Central Avenue.

DESIGNWORKSHOP

3. Prepare updated graphics to illustrate design intent and design changes.
4. Present updated conceptual programming to client through video conference (up to 2 hours).

The following products will be prepared/delivered:

1. Conceptual Design Presentation and assorted graphics.
2. Updated Master Plan booklet with new imagery and narrative.

TASK TWO: PROJECT START-UP

The general objective for this phase of the work is to develop a thorough understanding of the work that has been completed to date, become familiar with the site and develop a preliminary understanding of the development program.

The specific tasks to be completed are as follows:

1. Review pertinent codes, current entitlements and conditions of approval which may impact the site development concepts.
2. Meet with the client and consultant team to review/develop site specific project goals, design criteria and site program as part of a strategic kick-off meeting. This meeting will take place in Bentonville unless requested to be virtual by client due to COVID-19.
3. Define the roles and responsibilities of the project team, including the consultants retained by the client.
4. Obtain understanding of target site improvement budget with the client.
5. Review the geotechnical report and topographic survey. Both should be provided by client prior to starting schematic design.
6. Visit the site to become familiar with the site conditions such as soils, slopes, views and context surrounding the site. Field-verify survey information, including the limits of existing improvements.
7. Prepare a detailed project schedule/work plan.

The following products will be prepared/delivered:

1. Statement of understanding of client's budget to which project will be designed.
2. Meeting notes and written documentation of specific research topics.
3. Project schedule/work plan.

TASK THREE: SCHEMATIC DESIGN

The general objective for this phase of the work is to prepare design studies and develop an initial understanding of landscape construction costs. Based on the Client approved Conceptual Design Plan and conceptual level opinion of probable construction cost, Design Workshop will prepare a Schematic Design Plan and necessary documentation for each park.

The specific tasks to be completed are as follows:

1. Preliminary plan review with municipal staff, e.g. Planning and Public Works.
2. Research site improvement materials and plant palettes.
3. Prepare updated design content for a 50% Schematic Design presentation and a 100% Schematic Design presentation to the client and key stakeholders. Content will include refinement of previously proposed conceptual plans, enlargement plans, updated graphic sections, diagrams, and a presentation.
4. Prepare an overall site plan that clearly illustrates the site development concept, key relationships, planting concepts, site circulation and the relative disposition of the program on the site.
 - a. Cover page with general project information;
 - b. Overall site plan;
 - c. Preliminary site civil and utility infrastructure plan;
 - d. Preliminary storm water plan;
 - e. Materials plan;
 - f. Preliminary landscape plan including tree species and ground zones;
 - g. Preliminary grading plan;
 - h. Preliminary architectural drawings for key site features such as bathroom and pavilion;
 - i. Key representative Site Sections.
5. Illustrate schematic site grading and drainage concepts for all areas outside building(s) including land contouring, landscape berms, swales, walls and drainage in hardscape areas.
6. Prepare a lighting design strategy and develop a schematic landscape lighting scheme for all major landscape areas on the property.
7. Collect soil samples and provide memo to identify soil conditions.
8. Provide technical narrative chart to indicate potential furnishing and material selections at a schematic level.
9. Conduct internal Schematic Design Quality Control Reviews for aesthetic and technical content.

10. Based on the Schematic Design plan, prepare an opinion of the range of probable costs. This range is an opinion only and will need to be verified by a retained cost estimation specialist or by a contractor in the bidding and negotiation process.
11. Attend up to eight (8) bi-weekly client meetings during Schematic Design duration.

The following products will be prepared/delivered:

1. 50% Schematic Design Presentation and accompanying graphics.
2. 100% Schematic Design Presentation and accompanying graphics.
3. Schematic Design Documents.
4. Wayfinding and Educational Sign Graphics Memo.
5. Irrigation System Evaluation.
6. Physical Model (no larger than 36"x48").
7. Schematic level opinion of probable site/landscape construction cost.

Note: One (1) full size printed schematic design set will be provided to Client. All additional products will be provided digitally. It is assumed that the drawing set will be at 24"x36" to meet City of Bentonville Permitting Standards.

The following meetings are anticipated:

1. Up to eight (8) bi-weekly conference calls with Client during Schematic Design.
2. Internal design team meetings as required.
3. 50% Schematic Design presentation to the client in Bentonville or virtually.
4. 100% Schematic Design presentation to the client and key stakeholders in Bentonville or virtually.

TASK FOUR: DESIGN DEVELOPMENT

Upon approval by the client of the schematic design, this phase will consist of documents and scope listed below. The general objective for this phase of the work is to further develop the design character and detail of the proposed design. The level of technical information for this phase will be for coordination, review, and cost estimating purposes only and will not provide the additional specific level of information for construction documentation and bidding.

The specific tasks to be completed are as follows:

1. Prepare updated design content for a 50% Design Development presentation. Content will include refinement of previously proposed conceptual plans, enlargement plans, updated graphic sections, diagrams, and a presentation.
2. Prepare site demolition plans illustrating existing hardscape and landscape areas that will be demolished or preserved. Develop site erosion control plans illustrating areas to receive erosion protection. Develop tree protection plans illustrating existing trees and other plant materials to be protected during construction.
3. Develop tree protection plans illustrating existing trees and other plant materials to be protected during construction.
4. Prepare plans, cross sections and elevations for pedestrian and special vehicular pavements, entries, site furnishings and other site elements that are a part of the proposed landscape development and not a part of building structures.
5. Develop site grading and drainage for all areas including contouring, retaining structures, swales, flow lines and drainage devices. Indicate alignments, elevations, dimensions, materials and details for retaining or freestanding walls, steps, ramps, etc.
6. Prepare planting plans for all landscape areas to illustrate planting composition, plant species, locations and sizes of major planting features. Special attention will be given to ensure that views, solar orientation and erosion control are accommodated in the solution.
7. Prepare preliminary Irrigation Plan illustrating overall irrigation intent.
8. Prepare a preliminary landscape lighting scheme for all major landscape areas on the property.
9. Prepare signage and wayfinding plans with proposed location of features and supporting elevations. Signage elements will be coordinated with size requirements of subject matter, but specific subject matter and graphics will be finalized during the construction submittal process.
10. Prepare site electrical plans showing the basic layout elements required to power various site elements will be developed, with close attention to structures or elements that sit above grade.
11. Prepare site civil and utility infrastructure plans that outline underground systems and offsite connections needed to provide a comprehensive system, with close attention to structures and elements that sit above grade.
12. Prepare site structural drawings for all key structural components.
13. Prepare architectural drawings for key architectural features such as pavilions or restrooms.
14. Review materials and technical systems with potential fabricators and contractors.
15. Select site development materials and prepare design development details and enlargements.

16. Review Design Development plans with municipal staff.
17. Conduct internal Design Reviews.
18. Conduct internal Design Development Quality Control Reviews for aesthetic and technical content.
19. Based on the Design Development plan, prepare an opinion of the range of probable costs. This range is an opinion only and will need to be verified by a retained cost estimation specialist or by a contractor in the bidding and negotiation process.
20. Prepare outline technical specifications for all project components within the scope of this proposal.
21. Collect outline front-end specifications (div 00 and div 01) from the City of Bentonville standards. Note: Design Workshop services do not include preparing Division 00 or 01 Specifications as part of its services. Client shall include Division 01 Specifications adequate for the Project as part of its agreement with its contractor and shall provide Design Workshop with a copy of the Division 00 and Division 01 Specifications.

The following products will be prepared/delivered.

1. Demolition Plan(s).
2. Tree Protection Plan(s)
3. Materials Plan(s)
4. Grading and Drainage Plan(s)
5. Erosion Control Plan(s)
6. Planting Plan(s)
7. Soils Plan(s)
8. Up to four (4) Composite Sections/Site Cross Sections/Elevations at (1"=10') scale showing the landscape intent.
9. Preliminary Irrigation Plan(s)
10. Site Electrical Plan(s)
11. Site Civil and Utility Infrastructure Plan(s)
12. Architectural Plan(s)
13. Design Development details and reference sections.

14. Design Development level opinion of probable construction cost.
15. Draft technical specifications. NOTE: Design Workshop services do not include preparing Division 00 or 01 Specifications as part of its services. Client shall include Division 01 Specifications adequate for the Project as part of its agreement with its contractor and shall provide Design Workshop with a copy of the Division 01 Specifications.

Note: One (1) full size printed design development set will be provided to Client. It is assumed that all Design Development plan drawings will be at 1" = 10' and on a 24"x36" plan set based on City of Bentonville Permitting requirements:

The following meetings are anticipated:

1. Up to eight (8) bi-weekly conference calls with Client during Design Development.
2. Internal design team meetings as required.
3. 50% Design Development presentation to the client (up to four hours).

TASK FIVE: CONSTRUCTION DOCUMENTS

The general objective for this phase of the work is to prepare final documentation drawings that incorporate the most current information regarding construction practices. Based on the Client approved Design Development Plan and Design Development level opinion of probable construction cost, Design Workshop will prepare Construction Documents.

If any contractor, governmental authority, building department or any other third-party requests or requires that changes be made to the Construction Documents prepared by Design Workshop, then Client shall notify Design Workshop of the same before any such changes are made. In the event Client, Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any documents prepared by Design Workshop or its consultants without obtaining Design Workshop's written consent, or in the event of termination of this Agreement consistent with the terms herein, Client shall assume full responsibility for the results of and any damages caused by such changes. Therefore, Client agrees to waive any claim against Design Workshop and to release Design Workshop from any liability arising directly or indirectly from such changes, not consented to by Design Workshop. In addition, Client agrees to the fullest extent permitted by law, to indemnify and hold harmless Design Workshop, including Design Workshop's consultants, from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense arising from such changes.

Unless required solely as a result of Design Workshop's failure to follow the applicable laws in place at the time when the 50% Construction Documents and Permit Sets were originally prepared, any changes to the design requested or required to be made after Design Workshop's completion of the set of 50% Construction Documents and Permit documents shall be an Additional Service and shall be performed on a time and materials basis.

In the event Client uses Design Workshop's work product without retaining Design Workshop to either finalize the Construction Documents or to perform construction observation services, Client releases Design Workshop and Design Workshop's consultant(s) from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold

harmless Design Workshop and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.

The specific tasks to be completed are as follows:

1. Prepare working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared. Includes one (1) printed set to client for review. Provide submittals to the client at 50% documentation for a final review of drawings and 100% as an "issue for construction" for bidding purposes.
2. Provide full manual/specification book needed for bidding. It is assumed that the Division One and general condition specifications meeting City standards and requirements will be provided by the City. Bidders are assumed to provide their own quantity estimates.
3. Conduct technical work sessions with municipal staff.
4. Coordinate interdisciplinary Construction Document reviews between the consultants.
5. Review materials and technical systems with potential fabricators and contractors.
6. Conduct internal Construction Document Quality Control Reviews for aesthetic and technical content and revise plans per reviews.
7. Prepare an opinion of probable cost estimate at 50% and 100% Construction Documents

The following products will be prepared/delivered as part of the Bid Documents:

1. 50% Contract Documents
2. 100% Issue for Construction Contract Documents
3. Cover Sheet, Drawing Index, Location Map
4. General Notes
5. Demolition Plan(s)
6. Tree Protection Plan(s)
7. Layout (Horizontal Control) Plans locating vehicular and pedestrian pavements, landscape walls, site furnishings and other site elements.
8. Materials Plans scale showing types of vehicular and pedestrian pavement, landscape walls, site furnishings and other site elements.
9. Grading and Drainage Plan(s) indicating vertical control and drainage for the site.
10. Water Quality Plans and details as necessary.

11. Erosion Control Plan(s)
12. Planting Plans showing tree, shrub, vine and groundcover locations and a complete plant material schedule.
13. Irrigation Plans scale showing identification, location, and sizing of irrigation systems and their component parts.
14. Site Electrical Plans showing type, location, and mounting details for landscape site lighting fixtures.
15. Site Civil and Utility Infrastructure Plans showing underground systems and offsite connections needed to provide a comprehensive system.
16. Architectural drawings as appropriate to capture site structures.
17. MEP drawings as appropriate to coordinate with architectural drawings.
18. Details and reference sections of the above-described landscape materials with information required for construction, installation and finishing of landscape components of the project.
19. Construction Document level Opinion of Probable Construction Cost.
20. Technical specifications (for improvements and/or site features described by the above listed drawings) in standard CSI format. Note: General Conditions, Special Requirements, Division 00 and Division 01 Specifications shall be provided by Client.

Note: One (1) full size printed construction documentation set will be provided to Client. It is assumed that all plan drawings will be at 1" = 10' and on a 24"x36" plan set based on City of Bentonville Permitting requirements:

The following meetings are anticipated:

1. Up to four (4) conference calls with Client during Construction Documentation.
2. Internal design team meetings as required.
3. 50% Construction Documentation page flip with the client (up to four hours).

TASK SIX. BIDDING AND NEGOTIATION

The general objective for this phase of the work is to obtain and review bids and assist Client in the selection of a preferred general contractor, including, as necessary, assisting the contractor in developing a clear understanding of the project for purposes of preparing construction bids. This work shall occur in the period after the completion of Design Development and prior to awarding a construction contract. Should Value Engineering or incorporation of addenda and other modifications

be required after completion of the 50% Construction Documents/Permit Set and or 100% Issue for Construction/Bid Set, Design Workshop will complete necessary changes (on a Time and Material (T&M) Basis, with a stipulated cap), agreed upon by the Client, prior to commencing our work.

Client shall include in its agreement with the contractor a warranty on behalf of the contractor that its work will conform to the requirements of the plans and specifications prepared by Design Workshop and any other applicable contract documents. Client shall also include in its agreement with the contractor a requirement that the contractor not deviate from or change Design Workshop's design without prior written approval from Design Workshop. Client shall provide Design Workshop with a complete copy of the executed agreement between Client and the contractor, including all exhibits, specifications and addenda.

The specific tasks to be completed are as follows:

1. Issue Bid Documents/Permit Set created in Task Five.
2. Participate in one (1) Pre-Bid conference or Pre-Bid meeting with prospective bidders for work designed by Design Workshop or in conjunction with the work of other consultants. Meeting will take place in Bentonville and include a site walk.
3. Prepare addenda to the Bid Documents, as clarification is required.
4. Review bids for completion and ensure there are no major errors or omissions.
5. Review substitutions and alternatives as requested by the bidders.
6. Attend up to two meetings with the selected bidders on items designed by Design Workshop to review bids and facilitate understanding of the project scope. Meetings will be virtual.

TASK SEVEN: SITE PERMITTING

Our team will work with the City staff and Bentonville Parks and Recreation Department as it relates to the requirements of City of Bentonville development protocol. Drawings, reporting, and standard forms will need to be completed and submitted for review and approval prior to construction. As changes occur during the design and construction process, updates to permits may be required.

The specific tasks to be completed are as follows:

1. Schedule and attend LSD conceptual and pre-application review meetings;
2. Submit 50% Construction Drawings as prepared during Construction Documents to the City of Bentonville in accordance with Large Scale Development approval process outlined in the City's subdivision code of ordinances. This includes the preparation of the following additional information beyond the construction drawings prepared in Construction Documents:
 - a. Stamped Drainage Report and associated calculations;

- b. Preparation of the Large Scale Development Application and associated documentation for submittal;
 - c. Additional drawings required by the City that are not included in the Construction Drawings.
3. Attend the Planning Commission Technical Review meeting;
4. Revise and edit the drawings and specifications as required based on comments received by the City of Bentonville from the Planning Commission Technical Review meeting;
5. Submit revised drawings and specifications to the City of Bentonville Planning Commission;
6. Attend the Planning Commission Meeting;
7. Assist the Client in preparation of the building permit application; and
8. Submit the Construction Drawings and specifications for the proposed water and sewer system improvements along with design calculations to the Arkansas Department of Health (ADH) for review and approval.

CONDITIONS AND EXCLUSIONS

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by Client and shall not be liable for errors or omissions therein. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. It is assumed that if services are required, client will provide them.

The following are excluded from the scope of services:

1. Construction Observation for the Commons Park
2. Topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc.
3. Geotechnical Report
4. Traffic Study
5. Phase 1 Environmental Studies
6. Wetland and Archeological Studies
7. A copy of soils/geology reports.
8. All deliverables are assumed to be issued digitally unless otherwise noted.

PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager (other roles may be added as required.) The key team members for your project are listed below.

Principal-in-Charge – Kurt Culbertson

Kurt will serve as Principal-in-Charge of the team and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

Project Manager – Conners Ladner

Conners will serve as the Project Manager for the team and will also be responsible for leading the planning and design efforts associated with the work. His responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with the client and all of Design Workshop's sub-consultants.

Quality Control – Jamie Fogle

Jamie is a Technical Principal at Design Workshop. He will serve the team by providing quality control reviews at key milestone deliverable dates. Jamie will also provide detailing feedback to the team throughout the design process.

Project Designer – Scott Miller

Scott will serve as Project Designer for the team. Scott will be responsible for design, detailing, and documentation. Scott will be available to the client to answer and respond to questions to help the process move along as efficiently as possible.

SCHEDULE

Design Workshop will begin upon receipt of a retainer and a signed copy of this proposal from an authorized owner's representative. Currently, the official start date is unclear but the following schedule outlines documentation.

Task One	Concept	3-4 Weeks
Task Two	Project Start-up	2 Weeks
Task Three	Schematic Design	3-4 Months
Task Four	Design Development	3-4 Months
Task Five	Construction Documents	4-5 months
Task Six	Bidding and Negotiation	1 Month
Task Seven	Site Permitting	TBD

FEES AND EXPENSES

1. Basic services (includes Reimbursable expenses). Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of \$393,725. When compensation is on a lump sum, Design

Workshop's fee shall be equitably adjusted if the scope of the work is increased by change order(s) or the cost or price of construction is increased by at least 10% of the budget. Such equitable adjustment shall be based on the percentage increase in the cost or price of construction.

The estimated fees are as follows:

Task One	Concept	\$19,750
Task Two	Project Start-up	\$12,822
Task Three	Schematic Design	\$85,480
Task Four	Design Development	\$106,850
Task Five	Construction Documents	\$126,083
Task Six	Bidding and Negotiation	\$21,370
Task Seven	Site Permitting	\$21,370
Total Professional Fees		\$393,725

2. RETAINER

In accordance with Design Workshop's policy, a retainer of (\$25,000) is payable upon acceptance of this proposal. The retainer will be applied to our final billing. All invoices must be paid prior to release of the final documents.

3. REIMBURSABLE EXPENSES

Included as part of overall fee.

4. ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

PAYMENT TERMS

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and owner or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By: 

Date: 10.08.2020

Title: Kurt Culbertson, Chairman | CEO

APPROVED BY CLIENT:

By: _____

Date: _____

Title: _____

NOTES:

1. Attached invoicing questionnaire and Attachment A Contract Provisions.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH DESIGN WORKSHOP TO PROVIDE FOR ADDITIONAL PROFESSIONAL SERVICES RELATED TO THE COMMONS/QUILT OF PARKS PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Amendment to the Agreement with Design Workshop to provide for certain additional services related to the Commons/Quilt of Parks Project, 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



Agenda Item Form

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: <i>(Check All That Apply)</i>					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i> Budget adjustment for City Council approval in the amount of \$507,150.00, for design services The Commons / Quilt of Parks Project.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	



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PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright, Director
Phone	(479) 271.6813

Purpose of Budget Adjustment (Enter purpose in space below):
To allocated funding for design services for The Commons / Quilt of Parks Project.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030.00	43410.00	Professional Services		\$ 507,150.00
105030.00	33810.00	Local Grant	\$ 507,150.00	
Totals			\$ 507,150.00	\$ 507,150.00
Net Impact on Fund Balance			\$	-
*Final Account Number will be determined by Accounting Department after approval and purchase				



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 PLEASE RECYCLE



WALTON FAMILY
FOUNDATION



August 14, 2020

Stephanie Orman Mayor
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant 00102114

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$507,150.00 to complete Phase 2 design of The Commons, a Quilt of Parks open space project in downtown Bentonville funded by the Design Excellence Program. The grant funds are subject to the terms attached, and you should receive the funds within 14 days. If you have any questions, please contact HomeRegion@wffmail.com and reference Grant 00102114.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Caryl M. Stern
Executive Director

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006



Grant Agreement

August 14, 2020

Grant 00102114

The Walton Family Foundation, Inc. ("WFF" or "Foundation") has approved a grant in the amount of \$507,150.00 to City of Bentonville ("Grantee"). The project term will be September 01, 2020 to July 31, 2021. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to complete Phase 2 design of The Commons, a Quilt of Parks open space project in downtown Bentonville funded by the Design Excellence Program. This grant is more fully described in Grantee's proposal dated July 23, 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: \$507,150.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$153,575.00	Upon completion of a signed grant agreement	September 01, 2020
2	\$353,575.00	Upon approval of grant activities and reports	February 15, 2021

3. **Payable:** Initial installment of \$153,575.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive grant funds electronically within 14 days of completion.

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 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 Grantee's compliance with the terms of the grant).

	Type	Scheduled Date
1	Financial Report	February 01, 2021
2	Update Report	February 01, 2021
3	Financial Report	September 01, 2021
4	Final Report	September 01, 2021

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

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant 00102114 on all reports submitted.

Grant payments are always contingent upon the Foundation's approval of Grantee's operations based on the

above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
 - (a) Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
 - (b) In no event will Grantee use any grant funds:
 - (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
 - (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - (c) Grantee will comply with all applicable laws and regulations.
7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:
 - (a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - (b) Grantee fails to comply with the terms of this agreement; or
 - (c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.
8. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.
9. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
10. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00102114 in your communication.

By electronically signing this agreement 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 agreement is not completed by August 28, 2020 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Caryl M. Stern
Executive Director

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Performance Measures

Goal: Create design and construction documents for future Commons park/plaza in Downtown Bentonville			
Outputs And Outcomes			
Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The grantee will execute agreements authorizing the selected design firm (Design Workshop) to move forward with schematic design and construction documents for the park, based upon the adopted Quilt of Parks Master Plan.	09/30/2020	Executed Agreement
Output	The selected firm will complete a full set of construction plans, specifications, construction cost estimates and bid documents for the Commons park and plaza in downtown Bentonville.	07/31/2021	Copy of plans and bid documents for review
Output	Design Workshop will produce a detailed design schedule, with delivery dates for stakeholder meetings, schematic, design development and construction documents. Updated plans and cost estimates will be submitted to WFF at each milestone.	07/31/2021	Copy of schedule and design documents
Output	The City and Design Workshop will submit an evaluation report articulating the design process and measurable project outcomes based upon principles of the Design Excellence Program and project needs to WFF for review and comment.	07/31/2021	Evaluation report
Outcome	The City will approve final construction plans and establish a construction schedule and funding plans.	07/31/2021	Final set of plans and correspondence from the Parks and Recreation Department Director



Agenda Item Form

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Resolution for City Council approval, authorizing the Mayor and City Clerk to enter into agreement with Design Workshop to provide additional professional services related to the A Street Promenade / Quilt of Parks Project.					

Estimated Cost	\$846,600
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	
Grant from Walton Family Foundation	



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PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: September 30, 2020
Re: City Council approval of Resolution authorizing contract amendment with Design Workshop for additional design services for the A Street Promenade / Quilt of Parks Project.

The focal point of the Quilt of Parks Master Plan was a linear connection between The Commons to the south of the project, north to Lawrence Plaza and Compton Gardens. This idea converts NE / SE A Street into a Pedestrian Promenade.

The idea for this Promenade area is to create a connection that is accessible, comfortable and beautiful, and weaves together our Downtown Bentonville public parks and spaces. While this project certainly will create opportunities for social gatherings and events, it also creates a canvas for economic development. This Downtown Promenade becomes an epicenter for shopping and dining in Downtown.

When City Council approved the Quilt of Parks Master Plan, we approached the Walton Family Foundation about next steps for this project. Anything beyond a conceptual master plan requires a project design. If we can create a design allowing us to be shovel ready, it will allow us to be able to move forward if / when the time is right.

We negotiated and established a price for design services with Design Workshop. The price of the proposed services is \$896,600. We also created a total project budget with contingencies that will be required to create the plans. After reviewing this, the Walton Family Foundation awarded the City of Bentonville a grant to fund 100% of costs associated with the design. The grant award is \$1,200,000. This allows for other items such as boundary survey, structural engineering, geotech and more.

Design should last approximately 12-14 months. The project will include multiple rounds of review from multiple city departments. Upon completion, the City will own a set of plans that will allow us to move forward with a project.

If Council approves this agreement, we will launch the design projects in November. If you have any questions regarding this item, please let me know. Please call me at 271.6813, or email dwright@bentonvillear.com

Attachments:
Agreement with Design Workshop

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

October 8th, 2020

812 San Antonio Street
Suite 401
Austin, TX 78701
512-499-0222
512-499-0229 fax

Aspen

Austin

Chicago

Denver

Houston

Lake Tahoe

Los Angeles

Raleigh

designworkshop.com

CONTRACT AMENDMENT REGARDING
A STREET PROMENADE/QUILT OF PARKS
Bentonville, AR

PROJECT DESCRIPTION

In 2020, Design Workshop completed the Master Plan for the Quilt of Parks project in Bentonville, AR. Following the Master Plan process, Design Workshop will prepare contract documents for the A Street Promenade – as identified in the Master Plan booklet. A street will be converted from auto to pedestrian and serve the growth of downtown as a key connector and stitch for retail, restaurants, and downtown activity. Design Workshop provided draft opinion of probable cost estimate for the A Street project on May 11th, 2020. The estimate is \$11,000,000.

We are anticipating that the scope of work will follow our standard linear design and documentation process. This includes Project Start-Up, Schematic Design, Design Development, Construction Documentation, Bidding and Negotiation, Site Permitting (as part of CD process). Construction observation is not included as part of this proposal.

In order to coordinate necessary organizations at key points in the process and to ensure compliance and approvals in an effort to remain on-schedule we anticipate a necessity for agency and property owner coordination. We are anticipating coordination being required with the following agency and property owners at a minimum:

Gas: Black Hills Energy
Cable: Cox
Telephone: ATT
Water: City of Bentonville
Sewer: City of Bentonville
Electric: City of Bentonville

SCOPE OF SERVICES

The following narrative describes a comprehensive list of services required to prepare Contract Documents for the properties. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop in connection with this agreement is as follows:

TASK ONE: PROJECT START-UP

The general objective for this phase of the work is to develop a thorough understanding of the work that has been completed to date, become familiar with the site and develop a preliminary understanding of the development program.

DESIGNWORKSHOP

The specific tasks to be completed are as follows:

1. Review pertinent codes, current entitlements and conditions of approval which may impact the site development concepts.
2. Meet with the client and consultant team to review/develop site specific project goals, design criteria and site program as part of a strategic kick-off meeting. This meeting will take place in Bentonville unless requested to be virtual by client due to COVID-19.
3. Define the roles and responsibilities of the project team, including the consultants retained by the client.
4. Obtain understanding of target site improvement budget with the client.
5. Review the geotechnical report and topographic survey. Both should be provided by client prior to starting schematic design.
6. Visit the site to become familiar with the site conditions such as soils, slopes, views and context surrounding the site. Field-verify survey information, including the limits of existing improvements.
7. Prepare a detailed project schedule/work plan.

The following products will be prepared/delivered:

1. Statement of understanding of client's budget to which project will be designed.
2. Meeting notes and written documentation of specific research topics.
3. Project schedule/work plan.

TASK TWO: SCHEMATIC DESIGN

The general objective for this phase of the work is to prepare design studies and develop an initial understanding of landscape construction costs. Based on the Client approved Conceptual Design Plan and conceptual level opinion of probable construction cost, Design Workshop will prepare a Schematic Design Plan and necessary documentation for each park.

The specific tasks to be completed are as follows:

1. Preliminary plan review with municipal staff, e.g. Planning and Public Works.
2. Research site improvement materials and plant palettes.
3. Prepare updated design content for a 50% Schematic Design presentation and a 100% Schematic Design presentation to the client and key stakeholders. Content will include refinement of previously proposed conceptual plans, enlargement plans, updated graphic sections, diagrams, and a presentation.

4. Prepare an overall site plan that clearly illustrates the site development concept, key relationships, planting concepts, site circulation and the relative disposition of the program on the site.
 - a. Cover page with general project information;
 - b. Overall site plan;
 - c. Preliminary site civil and utility infrastructure plan ;
 - d. Preliminary storm water plan;
 - e. Materials plan;
 - f. Preliminary landscape plan including tree species and ground zones;
 - g. Preliminary grading plan;
 - h. Key representative Site Sections.
5. Illustrate schematic site grading and drainage concepts for all areas outside building(s) including land contouring, landscape berms, swales, walls and drainage in hardscape areas.
6. Prepare a lighting design strategy and develop a schematic landscape lighting scheme for all major landscape areas on the property.
7. Collect soil samples and provide memo to identify soil conditions.
8. Provide technical narrative chart to indicate potential furnishing and material selections at a schematic level.
9. Conduct internal Schematic Design Quality Control Reviews for aesthetic and technical content.
10. Based on the Schematic Design plan, prepare an opinion of the range of probable costs. This range is an opinion only and will need to be verified by a retained cost estimation specialist or by a contractor in the bidding and negotiation process.

The following products will be prepared/delivered:

1. Project kick off meeting agenda and meeting minutes.
2. 50% Schematic Design Presentation and accompanying graphics.
3. 100% Schematic Design Presentation and accompanying graphics.
4. Schematic Design Documents.
5. Wayfinding and Educational Sign Graphics Memo.
6. Irrigation System Evaluation.
7. Schematic level opinion of probable site/landscape construction cost.

Note: One (1) full size printed schematic design set will be provided to Client. All additional products will be provided digitally. It is assumed that the drawing set will be at 24"x36" to meet City of Bentonville Permitting Standards.

The following meetings are anticipated:

1. Up to eight (8) bi-weekly conference calls with Client during Schematic Design.
2. Internal design team meetings as required.
3. 50% Schematic Design presentation to the client in Bentonville or virtually.
4. 100% Schematic Design presentation to the client and key stakeholders in Bentonville or virtually.

TASK THREE: DESIGN DEVELOPMENT

Upon approval by the client of the schematic design, this phase will consist of documents and scope listed below. The general objective for this phase of the work is to further develop the design character and detail of the proposed design. The level of technical information for this phase will be for coordination, review, and cost estimating purposes only and will not provide the additional specific level of information for construction documentation and bidding.

The specific tasks to be completed are as follows:

1. Prepare updated design content for a 50% Design Development presentation. Content will include refinement of previously proposed conceptual plans, enlargement plans, updated graphic sections, diagrams, and a presentation.
2. Prepare site demolition plans illustrating existing hardscape and landscape areas that will be demolished or preserved. Develop site erosion control plans illustrating areas to receive erosion protection. Develop tree protection plans illustrating existing trees and other plant materials to be protected during construction.
3. Develop tree protection plans illustrating existing trees and other plant materials to be protected during construction.
4. Prepare plans, cross sections and elevations for pedestrian and special vehicular pavements, entries, site furnishings and other site elements that are a part of the proposed landscape development and not a part of building structures.
5. Develop site grading and drainage for all areas including contouring, retaining structures, swales, flow lines and drainage devices. Indicate alignments, elevations, dimensions, materials and details for retaining or freestanding walls, steps, ramps, etc.

6. Prepare planting plans for all landscape areas to illustrate planting composition, plant species, locations and sizes of major planting features. Special attention will be given to ensure that views, solar orientation and erosion control are accommodated in the solution.
7. Prepare preliminary Irrigation Plan illustrating overall irrigation intent.
8. Prepare a preliminary landscape lighting scheme for all major landscape areas on the property.
9. Prepare signage and wayfinding plans with proposed location of features and supporting elevations. Signage elements will be coordinated with size requirements of subject matter, but specific subject matter and graphics will be finalized during the construction submittal process.
10. Prepare site electrical plans showing the basic layout elements required to power various site elements will be developed, with close attention to structures or elements that sit above grade.
11. Prepare site civil and utility infrastructure plans that outline underground systems and offsite connections needed to provide a comprehensive system, with close attention to structures and elements that sit above grade.
12. Prepare site structural drawings for all key structural components.
13. Prepare traffic signal warrant analysis for each signal being modified as part of the proposed design improvements.
14. Review materials and technical systems with potential fabricators and contractors.
15. Select site development materials and prepare design development details and enlargements.
16. Review Design Development plans with municipal staff.
17. Conduct internal Design Reviews.
18. Conduct internal Design Development Quality Control Reviews for aesthetic and technical content.
19. Based on the Design Development plan, prepare an opinion of the range of probable costs. This range is an opinion only and will need to be verified by a retained cost estimation specialist or by a contractor in the bidding and negotiation process.
20. Prepare outline technical specifications for all project components within the scope of this proposal.
21. Collect outline front-end specifications (div 00 and div 01) from the City of Bentonville standards. Note: Design Workshop services do not include preparing Division 00 or 01 Specifications as part of its services. Client shall include Division 01 Specifications adequate

for the Project as part of its agreement with its contractor and shall provide Design Workshop with a copy of the Division 00 and Division 01 Specifications.

The following products will be prepared/delivered.

1. Demolition Plan(s).
2. Tree Protection Plan(s)
3. Materials Plan(s)
4. Grading and Drainage Plan(s)
5. Erosion Control Plan(s)
6. Planting Plan(s)
7. Soils Plan(s)
8. Up to four (4) Composite Sections/Site Cross Sections/Elevations at (1"=10') scale showing the landscape intent.
9. Preliminary Irrigation Plan(s)
10. Site Electrical Plan(s)
11. Site Civil and Utility Infrastructure Plan(s)
12. Traffic signal warrant analysis
13. Design Development details and reference sections.
14. Design Development level opinion of probable construction cost.
15. Draft technical specifications. NOTE: Design Workshop services do not include preparing Division 00 or 01 Specifications as part of its services. Client shall include Division 01 Specifications adequate for the Project as part of its agreement with its contractor and shall provide Design Workshop with a copy of the Division 01 Specifications.

Note: One (1) full size printed design development set will be provided to Client. It is assumed that all Design Development plan drawings will be at 1" = 10' and on a 24"x36" plan set based on City of Bentonville Permitting requirements:

The following meetings are anticipated:

1. Up to eight (8) bi-weekly conference calls with Client during Design Development.
2. Internal design team meetings as required.
3. 50% Design Development presentation to the client (up to four hours).

TASK FOUR: CONSTRUCTION DOCUMENTS

The general objective for this phase of the work is to prepare final documentation drawings that incorporate the most current information regarding construction practices. Based on the Client approved Design Development Plan and Design Development level opinion of probable construction cost, Design Workshop will prepare Construction Documents.

If any contractor, governmental authority, building department or any other third-party requests or requires that changes be made to the Construction Documents prepared by Design Workshop, then Client shall notify Design Workshop of the same before any such changes are made. In the event Client, Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any documents prepared by Design Workshop or its consultants without obtaining Design Workshop's written consent, or in the event of termination of this Agreement consistent with the terms herein, Client shall assume full responsibility for the results of and any damages caused by such changes. Therefore, Client agrees to waive any claim against Design Workshop and to release Design Workshop from any liability arising directly or indirectly from such changes, not consented to by Design Workshop. In addition, Client agrees to the fullest extent permitted by law, to indemnify and hold harmless Design Workshop, including Design Workshop's consultants, from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense arising from such changes.

Unless required solely as a result of Design Workshop's failure to follow the applicable laws in place at the time when the 50% Construction Documents and Permit Sets were originally prepared, any changes to the design requested or required to be made after Design Workshop's completion of the set of 50% Construction Documents and Permit documents shall be an Additional Service and shall be performed on a time and materials basis.

In the event Client uses Design Workshop's work product without retaining Design Workshop to either finalize the Construction Documents or to perform construction observation services, Client releases Design Workshop and Design Workshop's consultant(s) from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless Design Workshop and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.

The specific tasks to be completed are as follows:

1. Prepare working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared. Includes one (1) printed set to client for review. Provide submittals to the client at 50% documentation for a final review of drawings and 100% as an "issue for construction" for bidding purposes.
2. Provide full manual/specification book needed for bidding. It is assumed that the Division One and general condition specifications meeting City standards and requirements will be provided by the City. Bidders are assumed to provide their own quantity estimates.
3. Conduct technical work sessions with municipal staff.
4. Coordinate interdisciplinary Construction Document reviews between the consultants.

5. Review materials and technical systems with potential fabricators and contractors.
6. Conduct internal Construction Document Quality Control Reviews for aesthetic and technical content and revise plans per reviews.
7. Prepare an opinion of probable cost estimate at 50% and 100% Construction Documents

The following products will be prepared/delivered as part of the Bid Documents:

1. 50% Contract Documents
2. 100% Issue for Construction Contract Documents
3. Cover Sheet, Drawing Index, Location Map
4. General Notes
5. Demolition Plan(s)
6. Tree Protection Plan(s)
7. Layout (Horizontal Control) Plans locating vehicular and pedestrian pavements, landscape walls, site furnishings and other site elements.
8. Materials Plans scale showing types of vehicular and pedestrian pavement, landscape walls, site furnishings and other site elements.
9. Grading and Drainage Plan(s) indicating vertical control and drainage for the site.
10. Water Quality Plans and details, as necessary.
11. Erosion Control Plan(s)
12. Planting Plans showing tree, shrub, vine and groundcover locations and a complete plant material schedule.
13. Irrigation Plans scale showing identification, location, and sizing of irrigation systems and their component parts.
14. Site Electrical Plans showing type, location, and mounting details for landscape site lighting fixtures.
15. Site Civil and Utility Infrastructure Plans showing underground systems and offsite connections needed to provide a comprehensive system.
16. Traffic control and sequencing of construction phasing plans for signal changes.
17. MEP drawings as appropriate to coordinate with pedestrian and traffic lighting and electrical.

18. Details and reference sections of the above-described landscape materials with information required for construction, installation and finishing of landscape components of the project.
19. Construction Document level Opinion of Probable Construction Cost.
20. Technical specifications (for improvements and/or site features described by the above listed drawings) in standard CSI format. Note: General Conditions, Special Requirements, Division 00 and Division 01 Specifications shall be provided by Client.

Note: One (1) full size printed construction documentation set will be provided to Client. It is assumed that all plan drawings will be at 1" = 10' and on a 24"x36" plan set based on City of Bentonville Permitting requirements:

The following meetings are anticipated:

1. Up to four (4) conference calls with Client during Construction Documentation.
2. Internal design team meetings as required.
3. 50% Construction Documentation page flip with the client (up to four hours).

TASK FIVE. BIDDING AND NEGOTIATION

The general objective for this phase of the work is to obtain and review bids and assist Client in the selection of a preferred general contractor, including, as necessary, assisting the contractor in developing a clear understanding of the project for purposes of preparing construction bids. This work shall occur in the period after the completion of Design Development and prior to awarding a construction contract. Should Value Engineering or incorporation of addenda and other modifications be required after completion of the 50% Construction Documents/Permit Set and or 100% Issue for Construction/Bid Set, Design Workshop will complete necessary changes (on a Time and Material (T&M) Basis, with a stipulated cap), agreed upon by the Client, prior to commencing our work.

Client shall include in its agreement with the contractor a warranty on behalf of the contractor that its work will conform to the requirements of the plans and specifications prepared by Design Workshop and any other applicable contract documents. Client shall also include in its agreement with the contractor a requirement that the contractor not deviate from or change Design Workshop's design without prior written approval from Design Workshop. Client shall provide Design Workshop with a complete copy of the executed agreement between Client and the contractor, including all exhibits, specifications and addenda.

The specific tasks to be completed are as follows:

1. Issue Bid Documents/Permit Set created in Task Five.

2. Participate in one (1) Pre-Bid conference or Pre-Bid meeting with prospective bidders for work designed by Design Workshop or in conjunction with the work of other consultants. Meeting will take place in Bentonville and include a site walk.
3. Prepare addenda to the Bid Documents, as clarification is required.
4. Review bids for completion and ensure there are no major errors or omissions.
5. Review substitutions and alternatives as requested by the bidders.
6. Attend up to two meetings with the selected bidders on items designed by Design Workshop to review bids and facilitate understanding of the project scope. Meetings will be virtual.

TASK SIX: SITE PERMITTING

Our team will work with the City staff and Bentonville Parks and Recreation Department as it relates to the requirements of City of Bentonville development protocol. Drawings, reporting, and standard forms will need to be completed and submitted for review and approval prior to construction. As changes occur during the design and construction process, updates to permits may be required.

The specific tasks to be completed are as follows:

1. Schedule and attend LSD conceptual and pre-application review meetings;
2. Submit 50% Construction Drawings as prepared during Construction Documents to the City of Bentonville in accordance with Large Scale Development approval process outlined in the City's subdivision code of ordinances. This includes the preparation of the following additional information beyond the construction drawings prepared in Construction Documents:
 - a. Stamped Drainage Report and associated calculations;
 - b. Preparation of the Large Scale Development Application and associated documentation for submittal;
 - c. Additional drawings required by the City that are not included in the Construction Drawings.
3. Attend the Planning Commission Technical Review meeting;
4. Revise and edit the drawings and specifications as required based on comments received by the City of Bentonville from the Planning Commission Technical Review meeting;
5. Submit revised drawings and specifications to the City of Bentonville Planning Commission;
6. Attend the Planning Commission Meeting;
7. Assist the Client in preparation of the building permit application; and
8. Submit the Construction Drawings and specifications for the proposed water and sewer system improvements along with design calculations to the Arkansas Department of Health (ADH) for review and approval.

CONDITIONS AND EXCLUSIONS

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by Client and shall not be liable for errors or omissions therein. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. It is assumed that if services are required, client will provide them.

The following are excluded from the scope of services:

1. Topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc.
2. Geotechnical Report
3. Phase 1 Environmental Studies
4. Wetland and Archeological Studies
5. A copy of soils/geology reports.
6. All deliverables are assumed to be issued digitally unless otherwise noted.

PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager (other roles may be added as required.) The key team members for your project are listed below.

Principal-in-Charge – Kurt Culbertson

Kurt will serve as Principal-in-Charge of the team and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

Project Manager – Conners Ladner

Conners will serve as the Project Manager for the team and will also be responsible for leading the planning and design efforts associated with the work. His responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with the client and all of Design Workshop's sub-consultants.

Quality Control – Jamie Fogle

Jamie is a Technical Principal at Design Workshop. He will serve the team by providing quality control reviews at key milestone deliverable dates. Jamie will also provide detailing feedback to the team throughout the design process.

Project Designer – Scott Miller

Scott will serve as Project Designer for the team. Scott will be responsible for design, detailing, and documentation. Scott will be available to the client to answer and respond to questions to help the process move along as efficiently as possible.

SCHEDULE

Design Workshop will begin upon receipt of a retainer and a signed copy of this proposal from an authorized owner's representative. Currently, the official start date is unclear but the following schedule outlines documentation.

Task One	Project Start-up	2 Weeks
Task Three	Schematic Design	3-4 Months
Task Three	Design Development	4-5 Months
Task Four	Construction Documents	4-5 months
Task Five	Bidding and Negotiation	1 Month
Task Six	Permitting and Approvals	TBD

FEES AND EXPENSES

1. Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of \$846,600. When compensation is on a lump sum, Design Workshop's fee shall be equitably adjusted if the scope of the work is increased by change order(s) or the cost or price of construction is increased by at least 10% of the budget. Such equitable adjustment shall be based on the percentage increase in the cost or price of construction.

The estimated fees are as follows:

Task One	Project Start-up	\$29,880
Task Two	Schematic Design	\$199,200
Task Three	Design Development	\$199,500
Task Four	Construction Documents	\$318,720
Task Five	Bidding and Negotiation	\$49,500
Task Six	Permitting and Approvals	\$49,800
Total Professional Fees		\$846,600
Reimbursable Expenses		\$50,000
Total Consultant Fee		\$896,600

2. RETAINER

In accordance with Design Workshop's policy, a retainer of (\$35,000) is payable upon acceptance of this proposal. The retainer will be applied to our final billing. All invoices must be paid prior to release of the final documents.

3. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such

as, but not limited to, travel, photography, telephone charges, video conference charges, and printing expenses shall be billed to a not to exceed budget of \$50,000.

4. ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

PAYMENT TERMS

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and owner or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By: 

Date: 10.08.2020

Title: Kurt Culbertson, Chairman | CEO

APPROVED BY CLIENT:

By: _____

Date: _____

Title: _____

NOTES:

1. Attached invoicing questionnaire and Attachment A Contract Provisions.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH DESIGN WORKSHOP TO PROVIDE FOR ADDITIONAL PROFESSIONAL SERVICES RELATED TO THE A STREET PROMENADE/QUILT OF PARKS PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Amendment to the Agreement with Design Workshop to provide for certain design and construction documents related to the A Street Promenade/Quilt of Parks Project, 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



Agenda Item Form

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Budget adjustment for City Council approval in the amount of \$1,200,000.00, to recognize a grant from the Walton Family Foundation to fund design services for the A Street Promenade and Quilt of Parks Project(s).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



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PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	David Wright, Director
Phone	(479) 271.6813

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> To allocated funding for the design of the A Street Promenade as part of the Quilt of Parks Project.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030.00	47390.00	Improvements other than Bldg		\$ 1,200,000.00
105030.00	33810.00	Local Grants	\$ 1,200,000.00	
Totals			\$ 1,200,000.00	\$ 1,200,000.00
Net Impact on Fund Balance			\$	-

*Final Account Number will be determined by Accounting Department after approval and purchase



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 PLEASE RECYCLE





September 3, 2020

Mayor Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant 00103710

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 \$1,200,000.00 to the City of Bentonville ("Grantee"). The project term will be October 1, 2020 to March 1, 2022. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the design of the new A Street Promenade as part of the City of Bentonville's Quilt of Parks Plan. This grant is more fully described in the Grantee's proposal dated August 17, 2020. Grantee agrees to use all grant funds exclusively for the grant's purpose. Any changes in this purpose must be authorized in advance by the Foundation in writing.

2. **Amount:** One Million, Two Hundred Thousand Dollars (\$1,200,000.00)

Grant payments will be made as follows:

Installment	Installment Amount	Installment Dates and Terms
I.	\$600,000.00	September 11, 2020 Upon executed grant agreement
II.	\$600,000.00	July 31, 2021 Upon approval of Progress Report and at 50% project completion

3. **Payable:** This grant shall be initiated upon receipt of this completed letter from the Grantee acknowledging the terms and conditions set forth herein and the completion of remaining terms associated with Installment I.

Grant payments 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. Grantee should receive payment electronically within 14 days of report approval.

4. **Accounting:**

(a) The Foundation encourages, whenever feasible, the deposit of grant funds in an

P.O. Box 2030, Bentonville, AR 72712 | Tel: 479.464.1570 Fax: 479.464.1580

www.waltonfamilyfoundation.org

interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

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

5. Reporting and Evaluation: Grantee will provide the Foundation with 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 purpose of the grant and a confirmation of the Grantee's compliance with the terms of the grant).

Report Due Dates	Report Types
July 15, 2021	Financial and Narrative Progress Report to be submitted upon 50% project completion
March 31, 2022	Final Financial and Narrative Report

All reports will be sent electronically to reports@wppg.org. Please reference Grant 00103710 on all correspondence.

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 letter; 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 10. Publicizing the grant and the Foundation in the 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.

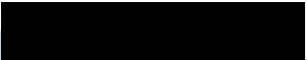
10. **Contact:** For all communications regarding this grant, your point of contact at the Foundation will be Liz Alsina, Senior Program Officer. Liz can be contacted via phone (917) 885-7045 or email lalsina@wppg.org. Please reference Grant 00103710 in your communication.

By electronically signing this item the Grantee acknowledges and agrees to the terms and conditions herein. A copy of this completed document will be emailed to the Grantee through

DocuSign. If the electronic signing of this item is not completed by September 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,

By:  9/11/2020 | 8:32:38 PM EDT

Cory M. Stern (Date)
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Stephanie Orman (Date)
Mayor, City of Bentonville

cc: David Wright

[Remainder of page intentionally left blank.]

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH DESIGN WORKSHOP TO PROVIDE FOR ADDITIONAL PROFESSIONAL SERVICES RELATED TO THE A STREET PROMENADE/QUILT OF PARKS PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Amendment to the Agreement with Design Workshop to provide for certain design and construction documents related to the A Street Promenade/Quilt of Parks Project, 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



Agenda Item Form

Date of City Council Meeting	13-Oct-20
Department	Parks and Recreation
Submitted by	Wade Tomlinson, Parks Planner
Phone	(479) 464.7275

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Resolution for City Council approval authorizing the Mayor and City Clerk to enter into an agreement with CEI, in the total fee not to exceed of \$37,500.00, for land surveying services for the Quilt of Parks Project Phase 1.					

Estimated Cost	\$37,500
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	



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PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Wade Tomlinson, Parks Planner
Date: October 1, 2020
Re: Resolution for the City contract with CEI for land surveying services of the future Quilt of Parks Project

Staff is requesting a City Council resolution to authorize an agreement with CEI for land surveying services.

The project designer, Design Workshop, requires in-depth survey data in order to complete the design development and construction drawings for the Quilt of Parks project phase 1.

Working with Design Workshop and the Parks Department, CEI a local engineering and survey firm, has developed and provided a scope of work that will provide the services that will be used to complete the design task.

The total cost for the land survey is \$25,000. The tree identification service is \$5,000 and Title Search is \$7,500. This scope is covered under section II of the proposal. The total award is not to exceed \$37,500.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:
Agreement with CEI



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

City of Bentonville
Bentonville, AR/ Dave Peel Park
09-10-2020

I. PROJECT DESCRIPTION

CEI shall provide land survey services in conjunction with the Dave Peel Park development located at E. Central Avenue and SE B Street in Bentonville, Benton County, Arkansas. Project consists of 9 acres± being part of multiple parcels. Survey limits are as shown on attached Exhibit "A".

II. SCOPE OF BASIC SERVICES

A. Topographic Survey

CEI shall perform a Topographical Survey of said property, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include all above-ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by Client. Survey shall include items outlined on attached "Exhibit B".

Fees\$ 25,000.00, excluding reimbursables
Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be <\$500> to be invoiced in accordance with Section V below.

B. Tree Identification

CEI shall number on plan and onsite (with arborist tags) and a chart provided with corresponding ID, species and caliper sizes.

Fees\$ 5,000.00, including reimbursables

C. Title Search

CEI shall order an easement search for the properties abutting the project limits.

Fees\$ 7,500.00, including reimbursables

III. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Access to Property

IV. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

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

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the follow services:
 - Geotechnical investigation/report
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Preparation of a drainage study/report
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Preparation of opinions of probable construction costs (OPCs)
- Bidding assistance and construction contract negotiations
- Construction contract administration, management, and observation services (e.g. reviewing contractor requests for payment, answering RFI's, reviewing shop submittals, etc.)
- Construction staking
- As-built survey/preparation of final record drawings

V. SCHEDULE OF CHARGES

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

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

<u>ARKANSAS (01-01-20)</u>	
Officer / Branch Manager	\$ 220.00
Department Manager	\$ 200.00
Senior Project Manager	\$ 190.00
Program Manager	\$ 180.00
Project Manager	\$ 170.00
Assistant Project Manager	\$ 140.00

Senior Project Engineer	\$ 170.00
Project Engineer	\$ 145.00
Registered Landscape Architect	\$ 140.00
Registered Land Surveyor	\$ 135.00
Survey Project Manager	\$ 135.00
Assistant Survey Project Manager	\$ 105.00
Sr. Survey Party Chief	\$ 100.00
Survey Party Chief	\$ 85.00
Survey Technician	\$ 85.00
Field Specialist	\$ 70.00
Senior Project Designer	\$ 120.00
Project Designer	\$ 105.00
CAD Designer	\$ 95.00
CAD Technician	\$ 80.00
Construction Observer	\$ 90.00
Office Administrative Manager	\$ 100.00
Program Assistant	\$ 80.00
Administrative Assistant	\$ 70.00

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

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

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

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VI. CREDIT POLICY

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

Client's Initials _____

Required for contract to be valid

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

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

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

OWNERSHIP OF DOCUMENTS

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

RE-USE OF DOCUMENTS

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

INSURANCE

CEI maintains the following insurances:

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

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

Excess liability umbrella insurance of \$5,000,000.

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

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

LIMITATION OF LIABILITY

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

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

INDEMNIFICATION

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

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

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

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

DISPUTE RESOLUTION

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

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY

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

PROJECT PUBLICITY AND RECOGNITION

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

LIEN RIGHTS

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

AMENDMENTS

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

PROJECT DELAY

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

SUCCESSORS AND ASSIGNS

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

TERMINATION

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

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

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

SITE SAFETY OR CONTROL

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

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

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

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

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

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

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

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

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

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

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind
Contracting Entity

Print Name

Title

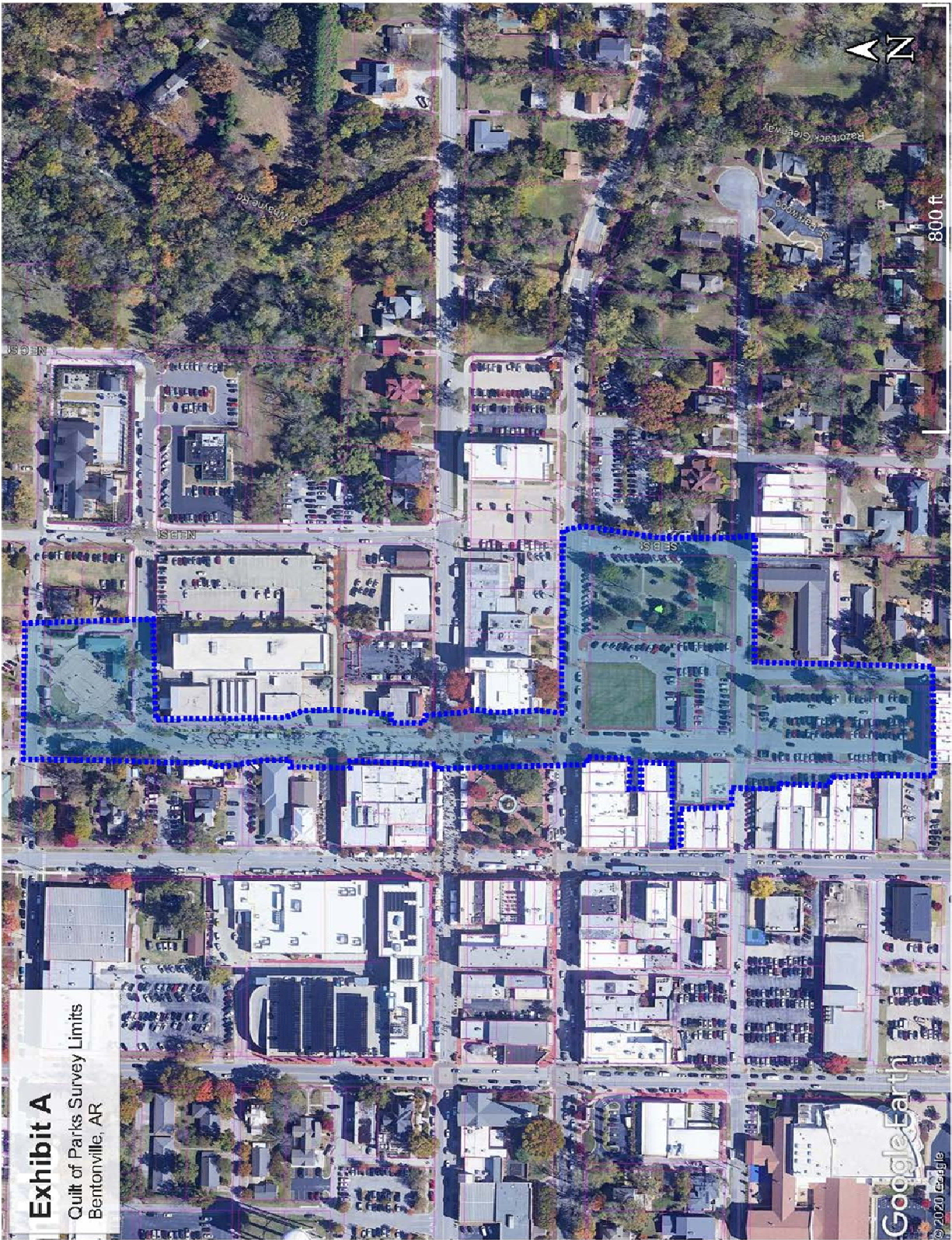
Date

Signature, CEI Engineering Associates, Inc.

Print Name

Title

Date



TYPICAL LANDSCAPE ARCHITECTURE CHECKLIST OF INFORMATION REQUIRED BY SURVEY CONSULTANT

PROJECT NAME – Dave Peel Park
PROJECT LOCATION – See Exhibit (206 E Central Ave, Bentonville, AR 72712)

EXISTING IMPROVEMENTS:	VEGETATION:	OTHER SYSTEMS / REQUIREMENTS:	DELIVERY AND FORMAT / SPECIAL REQUESTS:
- Existing structures/built improvements, including but not limited to: parking, curbs, steps, walls, buildings, landscape lights, utility boxes, fire hydrants, etc. - Document existing poles/towers, including posts, railings and drains. Boundaries, Property lines, easements, etc. - Legal description of property, conforming to Record Title boundaries. - Show individual lot lines and lot numbers, including bearings and distances. - Adjacent property lines of neighboring properties. - Easements or other encumbrances Buildings and Structures - Measure and show facade segments at grade level - Locate all building mounted base bids, lights and other utilities - Show locations of all entrances, exits, and doorways. - Locate exterior columns at point of ground contact. - Locate extent of roof overhang. - Show locations of all windows or other openings on ground floor. - Show limits of exposed foundations	Trees ID: Trees shall be numbered on plan and onsite (with abornist tags) and a chart provided with corresponding ID, species and caliper size Caliper Size: All Existing Trees with Diameter Breast Height (DBH) 3" and greater. Canopy: Please scale circle to approximate canopy of tree. We will use this information to create limit of disturbance and the tree protection zones. Species: Please note exact species, as best as possible with each tree. Graphic Symbol: Due to quantity of trees, CAD should utilize simple graphic symbols in lieu of busy graphic sample. A simple circle for both the tree canopy and trunks. Note: For other vegetation, such as shrub masses and individual plants in the landscape, symbol should depict limits of dripline. Shrubs and Groundcover - Document extent of the existing lawn/turf grass. - Show bed lines of planted areas - Show locations of hedges and large shrubs WATER - Vertical elevation and location of regulatory floodway, 100 year flood, 500 year flood and floodway (if applicable) - Existing ditches w/ direction (if applicable)	Utilities - Existing above and below grade utilities. Surveyor to obtain utility locates for below grade utilities - Location, size, and depth of utilities: water, gas, sanitary and storm sewer, telephone, electrical, cable, street and traffic lights and fiber optics, etc. - Mainhole and inlet surface elevations (and direction of flow) indicate sanitary or storm - Locate all drainage structures, inverts in/out, pipe runs, direction and pipe diameter. - Utility appurtenances, i.e.: valve boxes, meters, hydrants, stand pipes, backflow preventers, etc. Existing Systems (Any existing systems on site to be renovated or re-used) (List specific systems) - Impingement head/main lines locate - Sub-grade drainage files locate Finishes / Surroundings - Basement extents including access hatches or vaults and limits of subterranean walls, doors, and support structures. Roadways - Non-identify name (and jurisdiction) of adjacent streets and indicate traffic direction if one way - Locate curb and pan alignment or edge of paving on both sides of street as applicable. - Identify material for street, drives, parking lots, sidewalks, curb and gutter, and other paved surfaces as required.	DELIVERY AND FORMAT / SPECIAL REQUESTS: - Drawings should be noted in Imperial/ Metric scale - Boundary, planimetric and topographic information shall be shown on the same drawing - Show north arrow and locate magnetic north - Include legend of symbols used - CAD drafting software - AutoCAD DWG format. - CAD File shall be in industry-standard layers - All line work shall be set with C1B Color, width and Line type by Layer. - CAD File shall be in multiple layers - Contours and linework to be polylines, dashed or hidden line type by layer - All lines shall have a line type scale of 1 - Drawing to be 1:1 in model space - Entire site area in model space of one drawing - Elevations to Datum - Drawing shall be geo-referenced - Any created symbols as blocks in the file should have their internal linework created on layer 0. All blocks should be scaled in the model file to real world size - Contours and Existing Elements should be labeled in model space with the labels clearly noted on separate layers from the object line work. - Survey should be delivered with Z elevations for all contours, topographic points, and breaklines. All other linework should be provided as 2D Polylines with Z elevation of 0 for planimetric information. - Provide via email (CAD and PDF files) - Provide scaled drawings stamped/sealed as requested - Meet all jurisdiction requirements for filing - Once reviewed by design team, surveyor shall provide wet stamped/PDF survey for Land Use and Building Permit Applications. Survey must be stamped within a year of submission.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH CEI
ENGINEERING FOR PROFESSIONAL SURVEYING
SERVICES RELATED TO THE QUILT OF PARKS
PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an
Agreement with CEI Engineering for survey services related to the Quilt of Parks Project, 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