BENTONVILLE CITY COUNCIL AGENDA

Note – Some of the members of the City Council, as well as City staff members, may attend this meeting by phone or other remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use facial coverings, and social distancing.

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. 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 attend 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.

City Council Meeting **Tuesday, July 27, 2021 6:00 p.m.**
City Hall **305 S.W. "A" Street**
Planning Commission Meeting Room

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on July 27, 2021:**
https://us02web.zoom.us/webinar/register/WN_w_agxxtMR5GfhVwxu5Rp_Q

Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: July 13, 2021

AGENDA

1. Adoption of an ordinance proposing the detachment of certain territory from the City of Cave Springs, Arkansas and the annexation thereof into the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, assigning same to a ward, and assigning same to a zoning district. **(Pages 6-9)**

2. Planning:

2a. **An ordinance accepting a lot split of Lots 2 & 3 , Block K of Orchard Addition to the City of Bentonville, Arkansas (Project Number: LS21-0028).**

(Pages 14-16)

The Planning Commission voted 7-0, recommending approval.

A Lot Split of Lot 1, Block K of Orchard Addition creating new Lot 2, (+/- 0.617 acres) and Lot 3 (+/- 0.510 acres) of Orchard Addition. The plat dedicates right-of-way along SE E Street to meet the requirements of the Master Street Plan.

2b. **An ordinance accepting a lot split of Lots 1 & 2, Big Blue Marble Subdivision to the City of Bentonville, Arkansas (Project Number: LS21-0035).**

(Pages 17-21)

The Planning Commission voted 7-0, recommending approval.

A Lot Split of unplatted section land creating new Lot 1, (+/- 52.35 acres) and Lot 2 (+/- 13.00 acres) of Big Blue Marble Subdivision.

2c. **An ordinance accepting a Property Line Adjustment of Lots 1 & 2, Momentary Addition Phase 2 to the City of Bentonville, Arkansas (Project Number: PLA21-0023).**

(Pages 22-28)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lot 1 of Momentary Addition, creating new Lot 1, (+/- 1.24 acres) and Lot 2 (+/- 1.16 acres) of Momentary Addition Phase 2.

2d. **An ordinance accepting a Final Plat of Osage Hills Subdivision Phase 1, to the City of Bentonville, Arkansas (Project Number: FP20-0007).**

(Pages 29-38)

The planning Commission voted 7-0, recommending approval.

A final plat of a 150 lot, single-family subdivision to be known as Osage Hills Phase 1. Eight (8) of the platted lots will be utilized as detention pond lots that will be constructed with Phase 1. The final plat dedicates additional right-of-way along SW Adams Road and SW Anglin Road and the interior, public streets. The final plat dedicates utility drainage easements in various locations to serve the subdivision. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved before Planning Commission approval.

2e. **An ordinance accepting a Final Plat of Woodlands Crossing Phase 1 to the City of Bentonville, Arkansas (Project Number: FP21-0002).** **(Pages 39-42)**

The planning Commission voted 7-0, recommending approval.

A final plat of a 74 lot, single-family subdivision to be known as Woodlands Crossing Phase 1. Lot 75 is a detention pond that will be constructed with Phase 1. The final plat dedicates additional right-of-way along S Morning Star Road and the interior, public streets. The final plat dedicates utility drainage easements in various locations to serve the subdivision. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved before Planning Commission approval.

3. Appeal to City Council of a Planning Commission decision regarding a rezoning request by Real Assets Inc. of land located at 2301 SW Regional Airport Blvd. (Parcels 01-17145-000). A rezoning request from C-1, Neighborhood Commercial to C-2, General Commercial. The Planning Commission voted 6-0 to recommend to the City Council that the petition be denied and that said property not be rezoned from its present classification of C-1, Neighborhood Commercial to C-2, General Commercial. **(Pages 43-54)**

4. Recognition by City Council of Kathy and Terry Muldoon of 231 S. Main Street. The property's landscaping was nominated by a Bentonville resident and is the July Residential Landscaping of the Month award winner. **(Pages 55-56)**

5a. Informational Item - Presentation by Johanson & Associates on salary survey results. **(Page 57)**

5b. Ordinance requesting City Council approve the revised 2021 City pay plan. This revision is the result of the recently completed salary survey and were recommended as part of the salary survey results. Adoption of this pay plan will result in pay adjustments to some employees however no budget adjustments are associated with the adoption of this revised plan. **(Pages 58-74)**

6. Resolution allowing the Mayor and Clerk to enter into an agreement with BETA Technologies, Inc. for installation of 1 DC Fast Charge Commercial charging station for aircraft and two Level 2 chargers for electric vehicles in the airport parking lot. **(Pages 75-98)**

7. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Garver, LLC. for engineering and project services for SE Walton and J Street Intersection. The cost of this contract will be $394,495.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 99-131)**

8. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Garver, LLC. for engineering and project services for Walton and Medical Center Intersection. The cost of this contract will be $355,089.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 132-164)**

9. Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Garver, LLC. for engineering and project services for J Street Interchange I-49. The cost of this contract will be $3,232,520.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. **(Pages 165-214)**

10. Resolution allowing the Mayor and Clerk to amend a professional services agreement with Crafton, Tull & Associates for Amendment 4 to the Master Services Agreement for the design of Little Osage Trib 2 Phase 2 Drainage Improvements. The cost of this contract will be $135,000.00. **(Pages 215-223)**

11a. Resolution allowing the Mayor and Clerk to amend a professional services agreement with McClelland Consulting Engineers, Inc. for engineering and project services for Hwy 71B/12th St./Tiger Blvd Intersection Improvements. The cost of this contract will be $80,087.56. **(Pages 224-232)**

11b. Budget Adjustment to pay for Amendment 2 with McClelland Consulting Engineers, Inc. for engineering and project services for Hwy 71B/12th St./Tiger Blvd Intersection Improvements. **(Pages 233-234)**

12. Budget adjustment for the addition of a new Staff Engineer in the Engineering Department (Grade 34) paid from the Street Fund. With the continued growth of the City and the approval of the Street Bond in April of this year, the Engineering department needs additional staff to review, coordinate, and manager the street improvement projects. The addition of a staff engineer focused on the bond program will allow us to have 3 staff engineers to support private development, and infrastructure improvements like bond, grant, and sidewalk projects. This will help design these projects in compliance with our ordinances and deliver them as quickly as possible. **(Pages 235-237)**

13. Informational item showing the attached proposed pavement markings and road striping list for 2021. **(Pages 238-269)**

14. Bid award of bid IFB-21-51 in the amount of $215,282.80 to Innovative Roadway Solutions for the City's 2021 Street Preservation Maintenance Program. Please see attachments. **(Pages 270-300)**

15. Bid award of bid IFB-21-50 in the amount of $442,472.10 to Decco Excavation for the City's 2021 overlay program. Please see attachments. **(Pages 301-351)**

16. Request to approve an Ordinance for a Waiver of Bid to Virtra Inc., to purchase Virtra's proprietary interactive virtual simulator training system, complete with equipment, installation, software and training as part of the 2021 bond extension voted on April 13, 2021. Pricing for multiple items included in this purchase matches the U.S General Services Administration (GSA) Cooperative Contract pricing, helping to save approximately 10-15% on each applicable item. **(Pages 352-361)**

17. Mayor Orman recommends appointment of Aubrey Patterson to the Dispute Resolution Committee replacing Chris Sooter. **(Page 362)**

18. Mayor Orman recommends Chris Sooter for appointment to the Airport Advisory Board filling Aubrey Patterson's unexpired term. Mr. Sooter will be serving as the ex-offico member with his term expiring December 31, 2024. **(Pages 363-365)**

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**City Attorney/GIS**
Submitted by	**George Spence/Jim Wheeless**
Phone	**479-273-2777/479-271-5926**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Adoption of an ordinance proposing the detachment of certain territory from the City of Cave Springs, Arkansas and the annexation thereof into the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, assigning same to a ward, and assigning same to a zoning district.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

MEMORANDUM

TO: City Council, Mayor Orman (via July 27, 2021 agenda)
FROM: George Spence, City Attorney
DATE: July 20, 2021
RE: DeAnnexation from Cave Springs/Annexation

At the request of a property owner (Simpson Trust), through the Trust's attorney (Bill Watkins), Jim Wheeless and I have been working up a process to de-annex some territory from Cave Springs and into Bentonville. The reason for this is a developer interested in the property wants to be able to connect to water and sewer and my understanding is that the developer's options are better at this time for Bentonville than Cave Springs.

This particular process requires the potential receiving City to initiate the process by adopting a resolution which is what is before you. From there, it will go to Cave Springs for consideration and if approved, would complete the process (subject to court challenge within 30 day).

It is our understanding that the Mayor of Cave Springs has been contacted and while he of course regrets this result, understands the needs of the property owners and does not object to this course.

Because of a problem with the legal description, and because of Jim being on vacation, that is set up in the ordinance to be an attachment. It will be sent to you separately, along with a map showing the property at issue. The property is approximately 50 acres and its address is 3179 Arkansas Highway 12.

ORDINANCE NO. 2021- _____

CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

AN ORDINANCE PROPOSING THE DETACHMENT OF CERTAIN TERRITORY FROM THE CITY OF CAVE SPRINGS, ARKANSAS AND THE ANNEXATION THEREOF INTO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, ASSIGNING SAME TO A WARD, AND ASSIGNING SAME TO A ZONING DISTRICT.

WHEREAS, the owners of the lands described below, Jon Simpson, Trustee of the Simpson Family Revocable Living Trust, et al, (the "Owners"), which are located within the city limits of the City of Cave Springs, Arkansas, and have requested the detachment of the territory from the City of Cave Springs and the annexation of same into the City of Bentonville; and

WHEREAS, at the request of the Owners and in order to assist the Owners in obtaining needed municipal services, pursuant to A.C.A. § 14-40-2101, the City Council of the City of Bentonville desires to detach certain contiguous territory located within the City of Cave Springs as more particularly described below (the "Proposed Detached Territory") from the City of Cave Springs and annex the same into the City of Bentonville to become part and parcel of the municipal limits of the City of Bentonville; and

WHEREAS, the City Council of the City of Bentonville has determined that the territory is appropriate to allow the best route for the owner to extend to water, sewer, and other services and that the territory is valuable and needed by reason of its adaptability for prospective municipal purposes; and

WHEREAS, the Bentonville Municipal Code provides that property annexed into Bentonville will be zoned A-1 (Agricultural) unless the annexing ordinance accepts such annexed area in a district other than A-1 (Agricultural). The Proposed Detached Territory should be annexed into the City of Bentonville as A-1; and

WHEREAS, the Owners wish the Proposed Detached Territory to be annexed into the City of Bentonville as zoning district A-1 in accordance with the Bentonville City Code; and

WHEREAS, the City Council has determined that the public interest and welfare will not be adversely affected by the requested zoning.

NOW THEREFORE, BE IT ENACTED, by the City Council of the City of Bentonville, as follows:

Section 1. The City Council of the City of Bentonville calls for the simultaneous detachment of the following described lands and territory contiguous and adjoining the City of Bentonville from the City of Cave Springs and that the same be hereby accepted as part of and annexed to and made a part of the City of Bentonville:

See Legal Attached as Exhibit "A."

Section 2. The above described Proposed Detached Territory, following completion of the process set forth in A.C.A. §14-40-2101, shall be annexed to and made a part of Ward _____ of the City of Bentonville, and the same shall henceforth be a part of said Ward as fully as existing parts of

said Ward.

Section 3. Upon passage and approval of this Ordinance calling for the simultaneous detachment and annexation of the Proposed Detached Territory from the City of Cave Springs, the City of Bentonville, through its authorized municipal officers and agents, shall send this Ordinance to the Mayor and City Council of the City of Cave Springs for consideration pursuant to the provisions of A.C.A. § 14-40-2101.

Section 4. Pursuant to the Bentonville City Code the Proposed Detached Territory described above shall, upon its annexation into the City of Bentonville, be zoned as A-1.

Section 5. Upon detachment and annexation of the Proposed Detached Territory the official zoning map of the City of Bentonville will be amended to include the Proposed Detached Territory described above and to reflect the zoning thereof as provided in Section 4 hereof.

Section 6: In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Ordinance shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Ordinance as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Ordinance shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 7: All ordinances, resolutions or orders of the City Council, or parts of ordinances, resolutions or orders of the City Council in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2021.

APPROVED:

_____
HON. STEPHANIE ORMAN, Mayor

ATTEST:

_____
HON. KIRBY ROMINES, City Clerk

City Council Agenda Items

For City Council Meeting of July 27, 2021

From the July 20, 2021 Planning Commission Meeting

1. **An Ordinance accepting a lot split of Lots 2 & 3 , Block K of Orchard Addition to the City of Bentonville, Arkansas (Project Number: LS21-0028).**

   The Planning Commission voted 7-0, recommending approval.

   A Lot Split of Lot 1, Block K of Orchard Addition creating new Lot 2, (+/- 0.617 acres) and Lot 3 (+/- 0.510 acres) of Orchard Addition. The plat dedicates right-of-way along SE E Street to meet the requirements of the Master Street Plan.

2. **An Ordinance accepting a lot split of Lots 1 & 2, Big Blue Marble Subdivision to the City of Bentonville, Arkansas (Project Number: LS21-0035).**

   The Planning Commission voted 7-0, recommending approval.

   A Lot Split of unplatted section land creating new Lot 1, (+/- 52.35 acres) and Lot 2 (+/- 13.00 acres) of Big Blue Marble Subdivision.

3. **An ordinance accepting a Property Line Adjustment of Lots 1 & 2, Momentary Addition Phase 2 to the City of Bentonville, Arkansas (Project Number: PLA21-0023).**

   The Planning Commission voted 7-0, recommending approval.

   A property line adjustment of existing Lot 1 of Momentary Addition, creating new Lot 1, (+/- 1.24 acres) and Lot 2 (+/- 1.16 acres) of Momentary Addition Phase 2.

4. **An ordinance accepting a Final Plat of Woodlands Crossing Phase 1 to the City of Bentonville, Arkansas (Project Number: FP21-0002).**

   The planning Commission voted 7-0, recommending approval.

   A final plat of a 74 lot, single-family subdivision to be known as Woodlands Crossing Phase 1. Lot 75 is a detention pond that will be constructed with Phase 1. The final plat dedicates additional right-of-way along S Morning Star Road and the interior, public streets. The final plat dedicates utility drainage easements in various locations to serve the subdivision. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved before Planning Commission approval.

5. An ordinance accepting a Final Plat of Osage Hills Subdivision Phase 1, to the City of Bentonville, Arkansas (Project Number: FP20-0007).

The planning Commission voted 7-0, recommending approval.

A final plat of a 150 lot, single-family subdivision to be known as Osage Hills Phase 1. Eight (8) of the platted lots will be utilized as detention pond lots that will be constructed with Phase 1. The final plat dedicates additional right-of-way along SW Adams Road and SW Anglin Road and the interior, public streets. The final plat dedicates utility drainage easements in various locations to serve the subdivision. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved before Planning Commission approval.

Consent Agenda Items

For Planning Commission meeting of July 20, 2021

Reviewer: Tyler Overstreet, Planning Services Manager, AICP

- At the Technical Review meeting held on July 13, 2021 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lots 2 & 3, Block K of Orchard Addition, Art Condos, LLC, SE D Street, SE 7th Street, and SE E Street, DE, Downtown Edge, *LS21-0028*

A lot split of Lot 1, Block K of Orchard Addition creating new Lot 2 (+/- 0.617 acres) and Lot 3 (+/- 0.510 acres) of Orchard Addition. The plat dedicates right-of-way along SE E Street to meet the requirements of the Master Street Plan.

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

Lot Split: Lots 1 & 2 Big Blue Marble Subdivision, Highland, LLC, 7048 Vaughn Rd., A-1, Agricultural, *LS21-0035*

A lot split of unplatted section land creating new Lot 1 (+/- 52.35 acres) and Lot 2 (+/- 13.00 acres) of Big Blue Marble Subdivision. The plat dedicates various public utility easements to serve the newly created lots. The plat dedicates right-of-way along Vaughn Road and S Vaughn Road to meet the requirements of the Master Street Plan.

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

Property Line Adjustment: Lot 1 & 2 Momentary Addition Phase 2, Crystal Bridges Museum of American Art, Inc., 507 SE E St., PUD, Planned Unit Development, *PLA21-0023*

A property line adjustment of existing Lot 1 of Momentary Addition, creating new Lot 1 (+/- 1.24 acres) and Lot 2 (+/- 1.16 acres) of Momentary Addition Phase 2. The plat dedicates various utility easements to serve the lots and also dedicates right-of-way along SE 5th Street to meet the requirements of the Master Street Plan.

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

Final Plat: Osage Hills Phase I, Osage RE Holdings, LLC, SW Anglin Road & SW Adams Road, R-1, Low Density Single Family Residential, *FP20-0007*

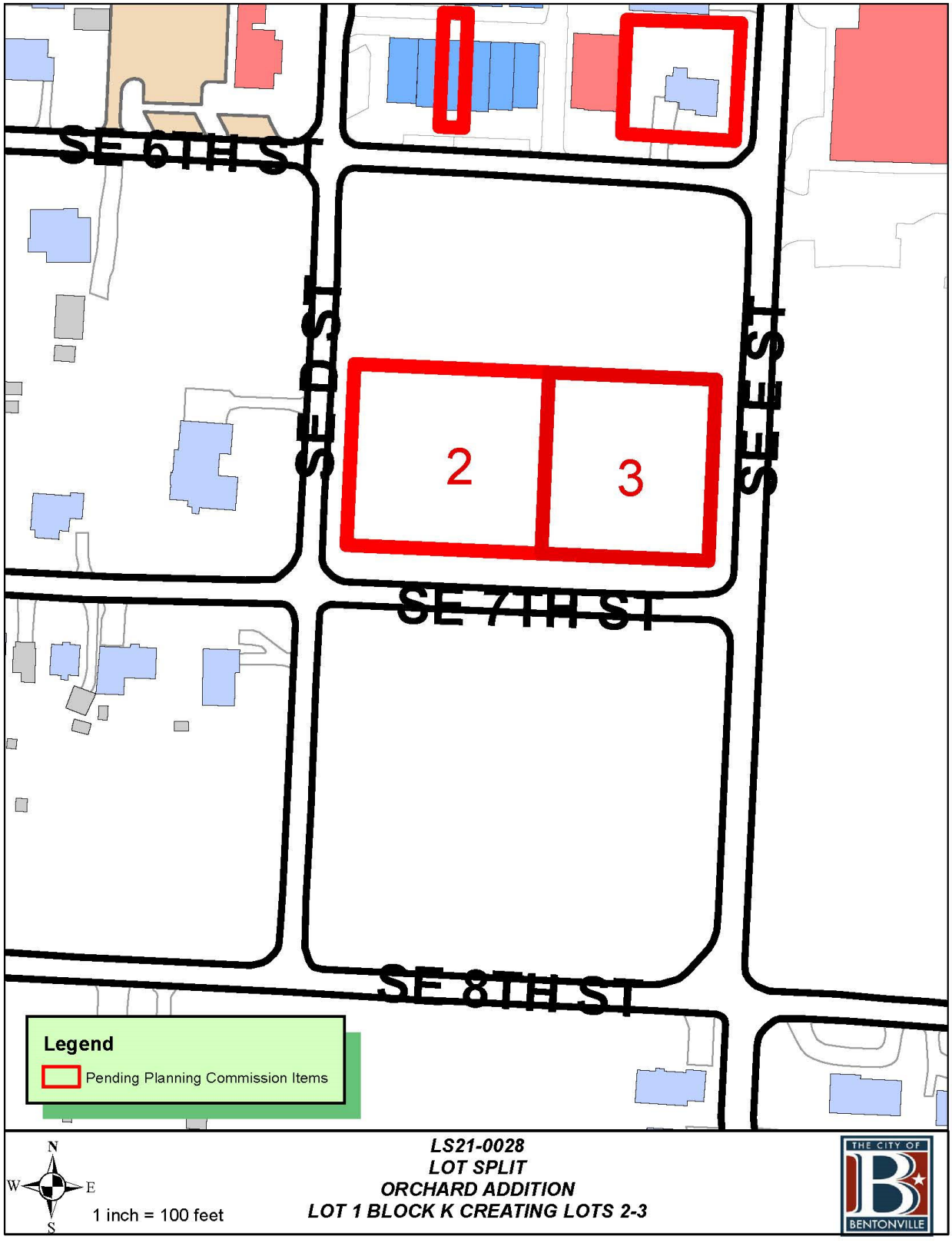
A final plat of a 150 lot, single-family subdivision to be known as Osage Hills Phase 1. Eight (8) of the platted lots will be utilized as detention pond lots that will be constructed with Phase 1. The final plat dedicates additional right-of-way along SW Adams Road and SW Anglin Road and the interior public streets. The final plat dedicates utility drainage easements in various locations to serve the subdivision. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved before Planning Commission approval.

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

Final Plat: Woodlands Crossing Phase 1, Dream Structures Residential, LLC, S Morning Star Road, R-1, Low Density Single Family Residential, *FP21-0002*

A final plat of a 74 lot, single-family subdivision to be known as Woodlands Crossing Phase 1. Lot 75 is a detention pond that will be constructed with Phase 1. The final plat dedicates additional right-of-way along S Morning Star Road and the interior public streets. The final plat dedicates utility drainage easements in various locations to serve the subdivision. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved before Planning Commission approval.

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


SE 6TH ST
SE 5TH ST
SE 5TH ST
2
3
SE 7TH ST
SE 8TH ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
LS21-0028
LOT SPLIT
ORCHARD ADDITION
LOT 1 BLOCK K CREATING LOTS 2-3
THE CITY OF
BENTONVILLE

LOT SPLIT

LOT 1, BLOCK K OF ORCHARD ADDITION

CREATING LOTS 2 & 3

Miscellaneous Notes

STATE RECORDING NUMBER:
500-20N-30W-0-32-430-04-1825

COMPILED FIELD WORK:
APRIL 21, 2021

BASIS OF BEARING:
BEARINGS BASED ON GRID NORTH FOR ARKANSAS COORDINATE SYSTEM, NORTH ZONE, NAD83.

LATITUDE = 36°21'55.44023"
LONGITUDE = -94°12'13.72815"
CONVERGENCE ANGLE = -1°16'58.90517"

DISTANCES SHOWN ON PLAT ARE GROUND.

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED BOOK, 2018 AT PAGE 66427.
2. SUBDIVISION PLAT FILED IN PLAT BOOK A, PAGE 85
3. SUBDIVISION PLAT FILED IN PLAT BOOK B, PAGE 27

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 9/5/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

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

Survey Description

PARENT LOT (PARCEL #01-03595-000)
THE SOUTH HALF OF BLOCK K OF ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY ARKANSAS, SECTION 32 TOWNSHIP 20 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND 5/8" REBAR MARKING THE SOUTHEAST CORNER OF THE SAID BLOCK K, SAID POINT ALSO BEING LOCATED AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF SOUTHEAST 7TH STREET AND THE WESTERN RIGHT OF WAY OF SOUTH EAST EAST STREET, AND RUNNING ALONG SAID NORTHERN RIGHT OF WAY OF SOUTHEAST 7TH STREET THENCE N87°31'52"W 315.73' TO A FOUND 5/8" CAPPED REBAR PLS #1826 LOCATED AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF SOUTHEAST 7TH STREET AND THE EASTERN RIGHT OF WAY OF SOUTHEAST D STREET, AND RUNNING ALONG SAID EASTERN RIGHT OF WAY OF SOUTHEAST D STREET N02°28'33"E 158.09' TO A FOUND 5/8" CAPPED REBAR "CINC 1301". THENCE LEAVING SAID RIGHT OF WAY S87°31'52"E 315.73' TO A FOUND 5/8" REBAR LOCATED ON THE WESTERN RIGHT OF WAY OF SOUTHEAST E STREET, AND RUNNING ALONG SAID RIGHT OF WAY S02°28'33"W 158.09' TO THE POINT OF BEGINNING, CONTAINING IN ALL 1.146 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

LOT 2
A PART OF THE SOUTH HALF OF BLOCK K OF ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY ARKANSAS, SECTION 32 TOWNSHIP 20 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A SET 5/8" CAPPED REBAR "PLS #1826 BEING LOCATED N87°31'52"W 145.73' FROM A FOUND 5/8" REBAR MARKING THE SOUTHEAST CORNER OF THE SAID BLOCK K, SAID POINT OF BEGINNING ALSO BEING LOCATED ON THE NORTHERN RIGHT OF WAY OF SOUTHEAST 7TH STREET, AND RUNNING ALONG SAID RIGHT OF WAY THENCE N87°31'52"W 170.00' TO A FOUND 5/8" CAPPED REBAR PLS #1826 LOCATED AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF SOUTHEAST 7TH STREET AND THE EASTERN RIGHT OF WAY OF SOUTHEAST D STREET, AND RUNNING ALONG SAID EASTERN RIGHT OF WAY OF SOUTHEAST D STREET N02°28'33"E 158.09' TO A FOUND 5/8" CAPPED REBAR "CINC 1301". THENCE LEAVING SAID RIGHT OF WAY S87°31'52"E 170.00' TO A SET 5/8" CAPPED REBAR PLS #1826. THENCE S02°28'33"W 158.09' TO THE POINT OF BEGINNING. CONTAINING IN ALL 0.617 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

LOT 3
A PART OF THE SOUTH HALF OF BLOCK K OF ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY ARKANSAS, SECTION 32 TOWNSHIP 20 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING FROM A FOUND 5/8" REBAR MARKING THE SOUTHEAST CORNER OF THE SAID BLOCK K, SAID POINT ALSO BEING LOCATED AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF SOUTHEAST 7TH STREET AND THE WESTERN RIGHT OF WAY OF SOUTHEAST EAST STREET, AND RUNNING THENCE ALONG SAID NORTHERN RIGHT OF WAY OF SOUTHEAST 7TH STREET N87°31'52"W 5.43' TO A SET 5/8" REBAR BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE N87°31'52"W 140.30' TO A SET 5/8" REBAR; THENCE LEAVING SAID RIGHT OF WAY N02°28'33"E 158.09' TO A SET 5/8" REBAR; THENCE S87°31'52"E 140.30' TO A SET 5/8" REBAR; THENCE S02°32'52"W 158.09' TO THE POINT OF BEGINNING. CONTAINING IN ALL 0.510 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

RIGHT OF WAY DEDICATION
A PART OF THE SOUTH HALF OF BLOCK K OF ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY ARKANSAS, SECTION 32 TOWNSHIP 20 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND 5/8" REBAR MARKING THE SOUTHEAST CORNER OF SAID BLOCK K, SAID POINT ALSO BEING LOCATED AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF SOUTHEAST 7TH STREET AND THE WESTERN RIGHT OF WAY OF SOUTH EAST EAST STREET, THENCE N87°31'52"W 5.43' TO A SET 5/8" REBAR; THENCE N02°32'52"E 158.09' TO A SET 5/8" REBAR; THENCE S87°31'52"E 5.23' TO A FOUND 5/8" REBAR; THENCE S02°28'33"W 158.09' TO THE POINT OF BEGINNING. CONTAINING 0.019 ACRES, MORE OR LESS.

Zoning & Setback Information

ZONED: C-E

RESIDENTIAL BUILDING:
SETBACKS:
FRONT: 25'
SIDE YARD: 7'
REAR: 12' ADJACENT TO RESIDENTIAL
7' ADJACENT TO NON-RESIDENTIAL

NON RESIDENTIAL BUILDING:
SETBACKS:
FRONT: 0'
SIDE YARD: 7'
REAR: 12' ADJACENT TO RESIDENTIAL
7' ADJACENT TO NON-RESIDENTIAL

Legend of Symbols & Abbreviations

- BOUNDARY LINE
- CENTERLINE OF ROAD (C/L)
- RIGHT-OF-WAY (R/W)
- BUILDING SETBACK (B.S.B.)
- UTILITY EASEMENT (U.E.)
- OVERHEAD POWER LINE
- WATER LINE
- SEWER LINE
- GAS LINE
- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR & CAP PLS #1659 & #1826
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- SANITARY SEWER
- POWER POLE
- TRAFFIC LIGHT POLE
- TELEPHONE PEDESTAL
- GAS METER
- SIGN
- AT&T VAULT
- MASTER STREET PLAN (M.S.P.)

BENTON COUNTY CERTIFICATE OF DEDICATION:
WE, THE UNDERSIGNED, DO HEREBY SWEAR THAT WE ARE THE SOLE OWNERS OF THE HEREON PLATTED PROPERTY AND DO HEREBY DEDICATE ALL STREET AND EASEMENTS FOR USE BY THE GENERAL PUBLIC AND FOR THE INSTALLATION OF UTILITIES.

OWNER _____ DATE _____

OWNER _____ DATE _____

STATE OF ARKANSAS
COUNTY OF BENTON
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____ 2021

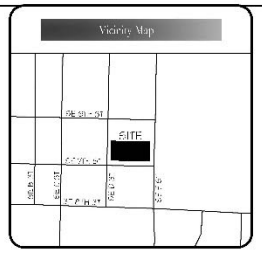
_____
NOTARY PUBLIC

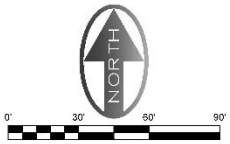
MY COMMISSION EXPIRES _____

PLANNING BOARD ACCEPTANCE:
THE PLANNING BOARD, BASED ON AN APPROVAL GRANTED TO THE APPLICANT ON _____ 2021, HEREBY ENDORSES THIS PLAN AS MEETING ALL OF THE REQUIREMENTS OF A TRACT SPLIT.

_____
CHAIRMAN

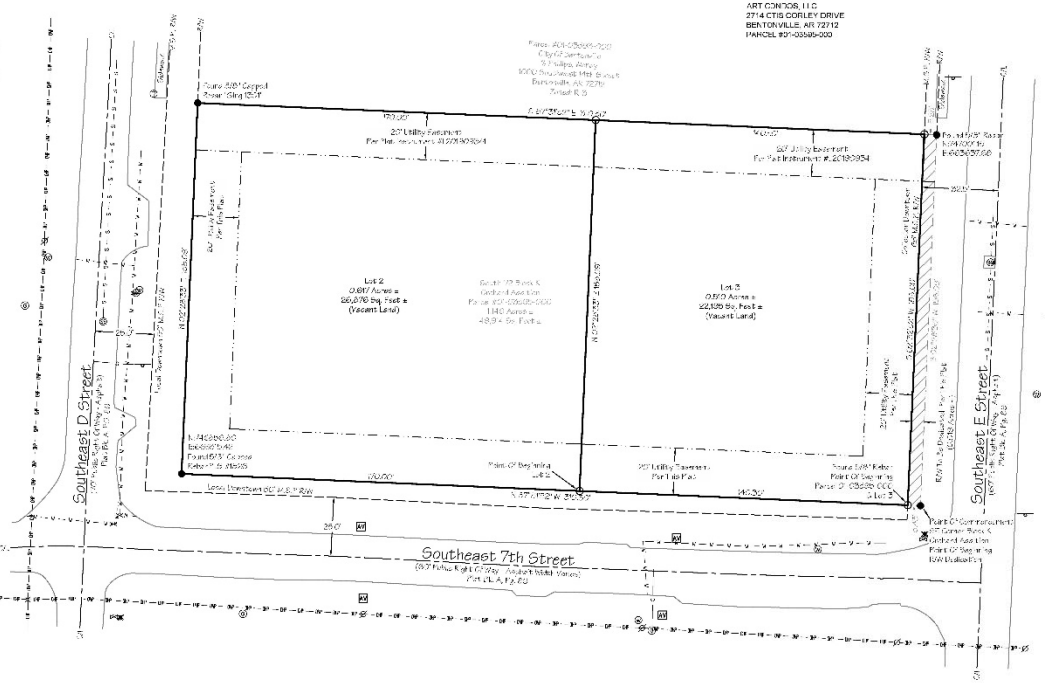
Vicinity Map





Owner/Developer

ART CONCOR, LLC
2714 CTIS CORLEY DRIVE
BENTONVILLE, AR 72712
PARCEL #01-03595-000



Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" 811 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKING(S) OF UNDERGROUND UTILITY LINES.

THE SURVEYOR CERTIFIES THIS TO BE TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF ON THIS THE 29TH DAY OF APRIL, 2021.

PRELIMINARY
NOT FOR CONSTRUCTION
PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
No. 1826
SIGNATURE
KENNETH A MYERS

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR, THEN IT SHOULD BE ASSUMED THAT IT HAS MAY HAVE BEEN ALTERED. THE ARKANSAS CERTIFICATION ACT DOES NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

BLEW & ASSOCIATES, PA
No. 1534
CERTIFICATE OF AUTHORIZATION
ARKANSAS

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com
Certificate of Authorization № 1534

DRAWN BY:	REVIEWED BY:	REVISIONS:
JH 4/29/2021	TPN	CB
COUNTY: BENTON COUNTY, AR	JOB NUMBER: 21-2529	

LOCATION: 609 SOUTHEAST D STREET, BENTONVILLE, AR 72712

PREPARED FOR: TODD RENFROW

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 2 & 3, BLOCK K OF ORCHARD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0028).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 2 & 3, Block K of Orchard Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 20, 2021; and,

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

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

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

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

Section 1: That the lot split of Lots 2 & 3, Block K of Orchard Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

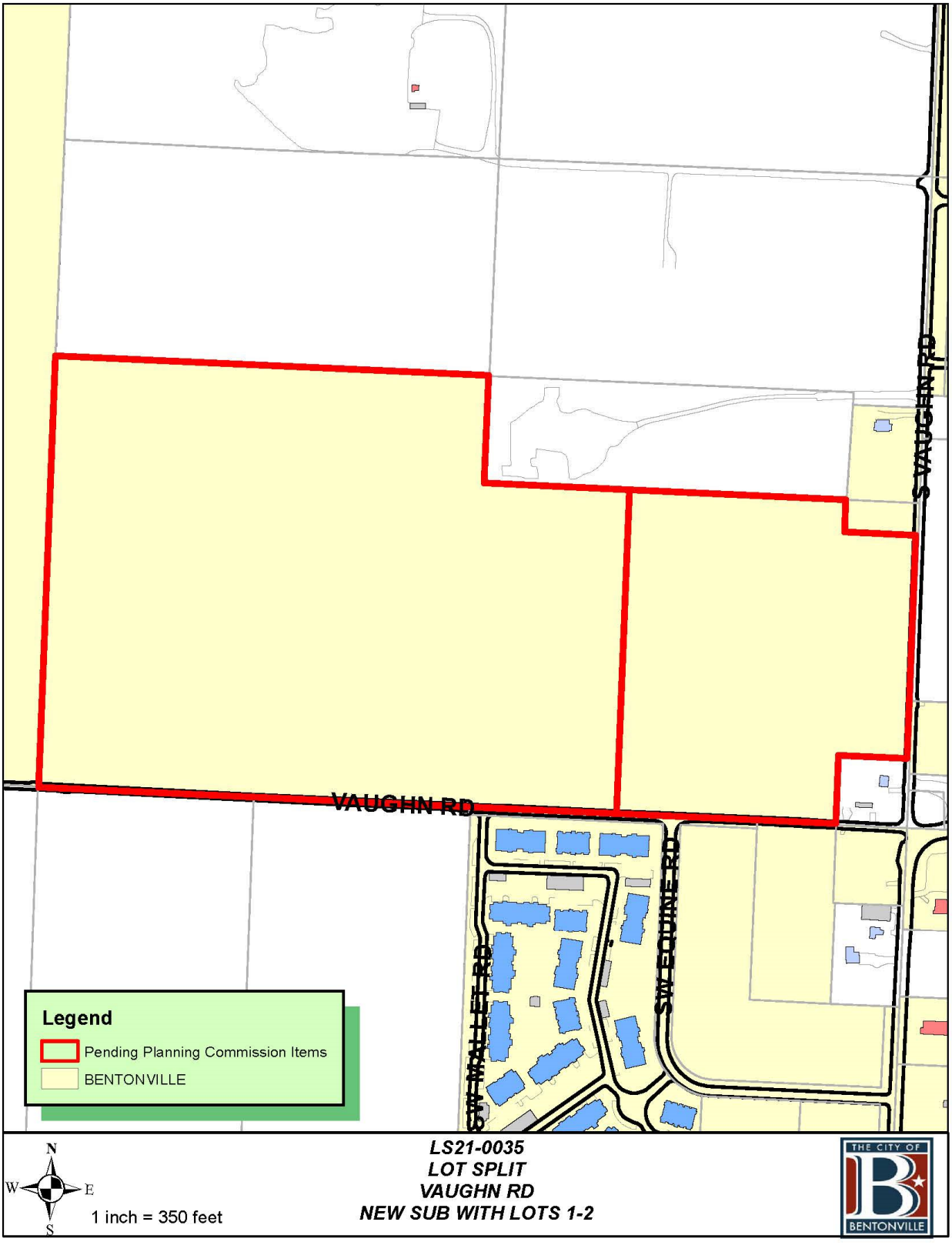
PASSED AND APPROVED this_____ day of_____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


VAUGHN RD
S VAUGHN RD
SW EQUINE RD
SW WALLET RD
Legend
Pending Planning Commission Items
BENTONVILLE
N
W
E
S
1 inch = 350 feet
LS21-0035
LOT SPLIT
VAUGHN RD
NEW SUB WITH LOTS 1-2
THE CITY OF
BENTONVILLE

LOT SPLIT CREATING BIG BLUE MARBLE SUBDIVISION WITH LOT 1 AND LOT 2

ADJOINING PROPERTY OWNER INFORMATION

A
PARCEL 18-09007-003
COVINGTON, D ERIC
OVERLAND DEVELOPMENT
PO BOX 580
ROGERS AR 72757-0580

B
PARCEL 18-09007-000
OVERLAND DEVELOPMENT
PO BOX 580
ROGERS AR 72757-0580

C
PARCEL 18-09007-001
BEAVER LAKE CONCRETE INC
PO BOX 307
SPRINGDALE AR 72765-0307

D
PARCEL 01-08199-010
BEAVER LAKE CONCRETE
PO BOX 307
SPRINGDALE AR 72765-0307

E
PARCEL 01-08199-002
ROTH FAMILY PARTNERSHIP LLLP
6077 SW REGIONAL AIRPORT BLVD
STE 1
BENTONVILLE AR 72713

F
PARCEL 15-19007-000
TRAN, HIEN & NGUYEN, TRUNG
14283 DANIELS RD
BENTONVILLE AR 72713
LOT 3, ARTHUR HENDERSON FARMS SUBDIVISION

G
PARCEL 01-08201-000
RISKNET CORPORATION
C/O HORN, MICHAEL
6959 LEBANON RD SUITE 212
FRISCO TX 75034-6738

H
PARCEL 18-09010-000
KLUTTS, DEBBORA K
704 S 7TH ST
ROGERS AR 72756-5310

I
PARCEL 01-08205-025
RAMIREZ, ANTONIO & PEREZ, CAROLINA
8568 WAGNER RD
BENTONVILLE AR 72712

J
PARCEL 01-08211-004
KUMJIAN PROPERTIES LLC
1401 SW 14TH ST UNIT 3
BENTONVILLE AR 72712

K
PARCEL 01-11085-001
VAUGHN LLC
C/O HORN, MICHAEL
6959 LEBANON RD STE 212
FRISCO TX 75034-6738
LOT 5, VAUGHN VILLAGE SUBDIVISION

L
PARCEL 01-11085-000
HPL POLO PARK LLC
C/O HAMILTON POINT INVESTMENTS
2 HUNTLEY RD
OLD LYME CT 06371
LOT 4, VAUGHN VILLAGE SUBDIVISION

M
PARCEL 06-00631-610
SAILOR-HUNT REVOCABLE LIVING TRUST, LINDA MARIE
18007 N BROKEN BOW CT
SUN CITY AZ 85373-1751

N
PARCEL 06-00631-620
COONFIELD, GLEN R & SOMPIS
7289 VAUGHN RD
BENTONVILLE AR 72713

O
PARCEL 06-00631-500
EBGB INVESTMENTS LLC
354 ANGEL FALLS LN
SPRINGDALE AR 72762

P
PARCEL 01-08203-000
MORHER TRUST, DOROTHY A
130 LONDON COVE DRIVE NORTH
LONDON AR 72847-9082

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

BY: _____
HIGHLAND, LLC

_____
(PRINT)

SOURCE OF TITLE: DEED RECORD 2002-147560

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 2021
MY COMMISSION EXPIRES:

NOTARY PUBLIC_____

PARCEL 01-08199-000 – PARENT

DESCRIPTION PARENT FROM DEED 2002-147560 (TRACT 6):

THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND A PART OF THE SOUTH THIRTY (30) ACRES OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), ALL IN SECTION SEVENTEEN (17), TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, BENTON COUNTY, ARKANSAS, ALL TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), SAID POINT BEING A SET ALUMINUM CAPPED 1/2" IRON REBAR;
THENCE SOUTH 88 DEGREES, 47 MINUTES, 00 SECONDS EAST 1321.17 FEET TO A SET ALUMINUM CAPPED 1/2" IRON REBAR AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE SOUTH 00 DEGREES, 58 MINUTES, 22 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) 328.78 FEET TO A SET 1/2" IRON REBAR AT THE NORTHWEST CORNER OF THE SOUTH THIRTY (30) ACRES OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE SOUTH 88 DEGREES, 42 MINUTES, 50 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH THIRTY (30) ACRES OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) 1103.96 FEET TO A SET 1/2" IRON REBAR;
THENCE SOUTH 00 DEGREES, 58 MINUTES, 06 SECONDS WEST 99.00 FEET TO A SET 1/2" IRON REBAR;
THENCE SOUTH 88 DEGREES, 42 MINUTES, 50 SECONDS EAST 217.80 FEET TO A SET COTTON SPINDLE ON THE EAST LINE OF THE SOUTH THIRTY (30) ACRES OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE SOUTH 00 DEGREES, 58 MINUTES, 06 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH THIRTY (30) ACRES OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) 681.02 FEET TO A SET COTTON SPINDLE;
THENCE NORTH 88 DEGREES, 42 MINUTES, 50 SECONDS WEST 208.71 FEET TO A SET 1/2" IRON REBAR;
THENCE SOUTH 00 DEGREES, 58 MINUTES, 06 SECONDS WEST 208.71 FEET TO A SET COTTON SPINDLE ON THE SOUTH LINE OF THE SOUTH THIRTY (30) ACRES OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE NORTH 88 DEGREES, 42 MINUTES, 50 SECONDS WEST 1112.84 FEET TO AN EXISTING RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTH THIRTY (30) ACRES OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE NORTH 88 DEGREES, 42 MINUTES, 42 SECONDS WEST 1320.25 FEET TO A SET COTTON SPINDLE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE NORTH 00 DEGREES, 55 MINUTES, 56 SECONDS EAST 1315.85 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF ARKANSAS HIGHWAY #279 ALONG THE EASTERNMOST BOUNDARY AND THE RIGHT-OF-WAY OF VAUGHN ROAD ALONG THE SOUTHERN MOST BOUNDARY.

DESCRIPTION LOT 1:

PART OF THE S 1/2 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 17;
THENCE ALONG THE NORTH LINE THEREOF S87°27'33"E 1321.27 FEET TO THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 17;
THENCE ALONG THE EAST LINE THEREOF S02°21'56"W 328.88 FEET;
THENCE LEAVING SAID EAST LINE S87°22'34"E 834.76 FEET;
THENCE S02°16'48"W 945.31 FEET;
THENCE N87°25'09"W 697.82 FEET;
THENCE N87°13'36"W 1287.12 FEET TO THE WEST LINE OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 17;
THENCE ALONG SAID WEST LINE N02°16'30"E 1289.61 FEET TO THE POINT OF BEGINNING, CONTAINING 52.35 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

DESCRIPTION LOT 2:

PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 17;
THENCE ALONG THE WEST LINE THEREOF S02°21'56"W 328.96 FEET;
THENCE LEAVING SAID EAST LINE S87°22'34"E 834.76 FEET TO THE POINT OF BEGINNING;
THENCE S87°22'34"E 468.17 FEET;
THENCE S02°20'08"W 98.99 FEET;
THENCE S87°21'37"E 176.81 FEET;
THENCE S02°06'55"W 176.36 FEET;
THENCE S02°14'54"W 406.42 FEET;
THENCE S01°50'30"W 85.16 FEET;
THENCE N87°22'36"W 169.43 FEET;
THENCE S02°20'36"W 157.78 FEET;
THENCE N87°01'25"W 404.12 FEET;
THENCE N87°25'09"W 73.88 FEET;
THENCE N02°16'48"E 945.31 FEET TO THE POINT OF BEGINNING, CONTAINING 15.35 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED _____
MAYOR CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

NOTES:

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

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

ACCORDING TO THE CITY OF BENTONVILLE GIS WEB SITE, PARCEL 01-08199-000 IS ZONED A-1.

THE MASTER STREET PLAN RIGHT OF WAY SHOWN ON THIS PLAT IS BASED ON THE CITY MASTER STREET PLAN REQUIRED RIGHT OF WAY WIDTH FOR ARTERIAL STREETS AND IS SHOWN FOR INFORMATION ONLY. UNLESS OTHERWISE NOTED, NO DOCUMENTS WERE SUPPLIED TO OR FOUND BY THE SURVEYOR THAT INDICATE THAT STREET RIGHT OF WAY HAS BEEN DEDICATED FOR THE TWO ADJOINING STREETS. UNLESS OTHERWISE NOTED, THE MASTER STREET PLAN RIGHT OF WAY IS NOT DEDICATED BY THIS PLAT.

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

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS AND NO OTHERS: DEED 477-277, DEED 481-70, DEED 98-120136, DEED 2000-20663, DEED 2000-86398, DEED 2002-14760, DEED 2005-3180, DEED 2012-37045, DEED 2013-57500, DEED 2016-62836, PLAT 2005-94, PLAT 2005-163 AND PLAT 2003-734.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS, OR ANY OTHER FACTS WHICH AN ACCURATE AND COMPLETE TITLE SEARCH MAY DISCLOSE. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR IN THE COURSE OF HIS RESEARCH OF THE PROPERTY BOUNDARY. OTHER RECORD EASEMENTS, ENCUMBRANCES, OR COVENANTS MAY EXIST ON THE SURVEYED PROPERTY.

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

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

THIS PROPERTY IS NOT IN FLOOD ZONE "A" OR "AE", AND IS OUTSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C0235K, EFFECTIVE DATE JUNE 05, 2012.

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

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

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

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

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

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

BUILDING SETBACK NOTE:

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT A-1, AGRICULTURAL, AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFORMATION, VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT 479-271-3122.

CERTIFICATE OF SURVEYING ACCURACY

I, KEVIN J. MONTGOMERY, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: _____

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

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

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

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

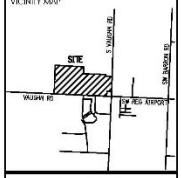
ATLAS PAGE: 521

CITY OF BENTONVILLE PROJECT NUMBER: LS21-0035

RECORD INFORMATION

OWNER:
PARCEL 01-08199-000
HIGHLAND, LLC
C/O COUGHLIN, CYNTHIA H
PO BOX 129
CENTERTON AR 72719-0129
479-640-7059
CYNTHIA@ARKANSAS.NET

VICINITY MAP



LOT SPLIT CREATING
BIG BLUE MARBLE SUBDIVISION
WITH LOT 1 AND LOT 2
SW/4 SEC 17 T-19-N R-31-W
BENTONVILLE ARKANSAS

PREPARED FOR:
GATOR DISTRICT, LLC

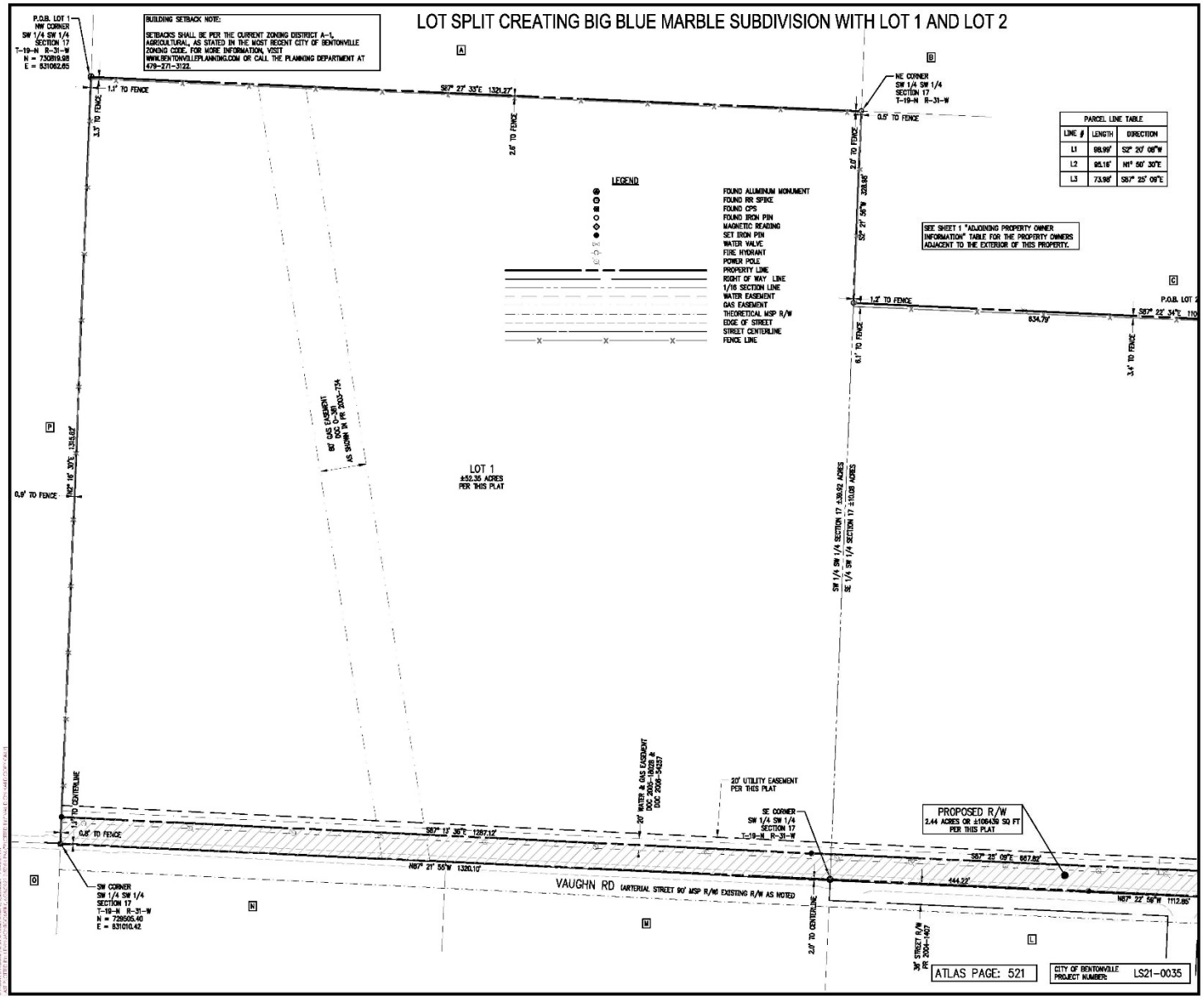
STATE PLAT CODE:
500-19N-31W-0-17-300-04-1460

DATE: 06/28/2021
PROJECT NO.: 21.002000
CONTACT: K MONTGOMERY

Crafton Tull

DELTA	DESCRIPTION	DATE
1	REVIEW COMMENTS	06/28/2021

SHEET NO.:
1 OF 3

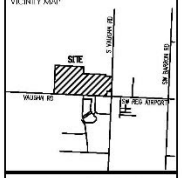


RECORD INFORMATION

GRAPHIC SCALE IN FEET

BASIS OF BEARING: GRID NORTH, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

VICINITY MAP



LOT SPLIT CREATING
BIG BLUE MARBLE SUBDIVISION
WITH LOT 1 AND LOT 2
SW/4 SEC 17 T-19-N R-31-W
BENTONVILLE ARKANSAS

PREPARED FOR:
GATOR DISTRICT, LLC

STATE PLAT CODE:
500-19N-31W-0-17-300-04-1460

DATE: 06/28/2021
PROJECT NO: 21.000000
CONTACT: K.MONTGOMERY

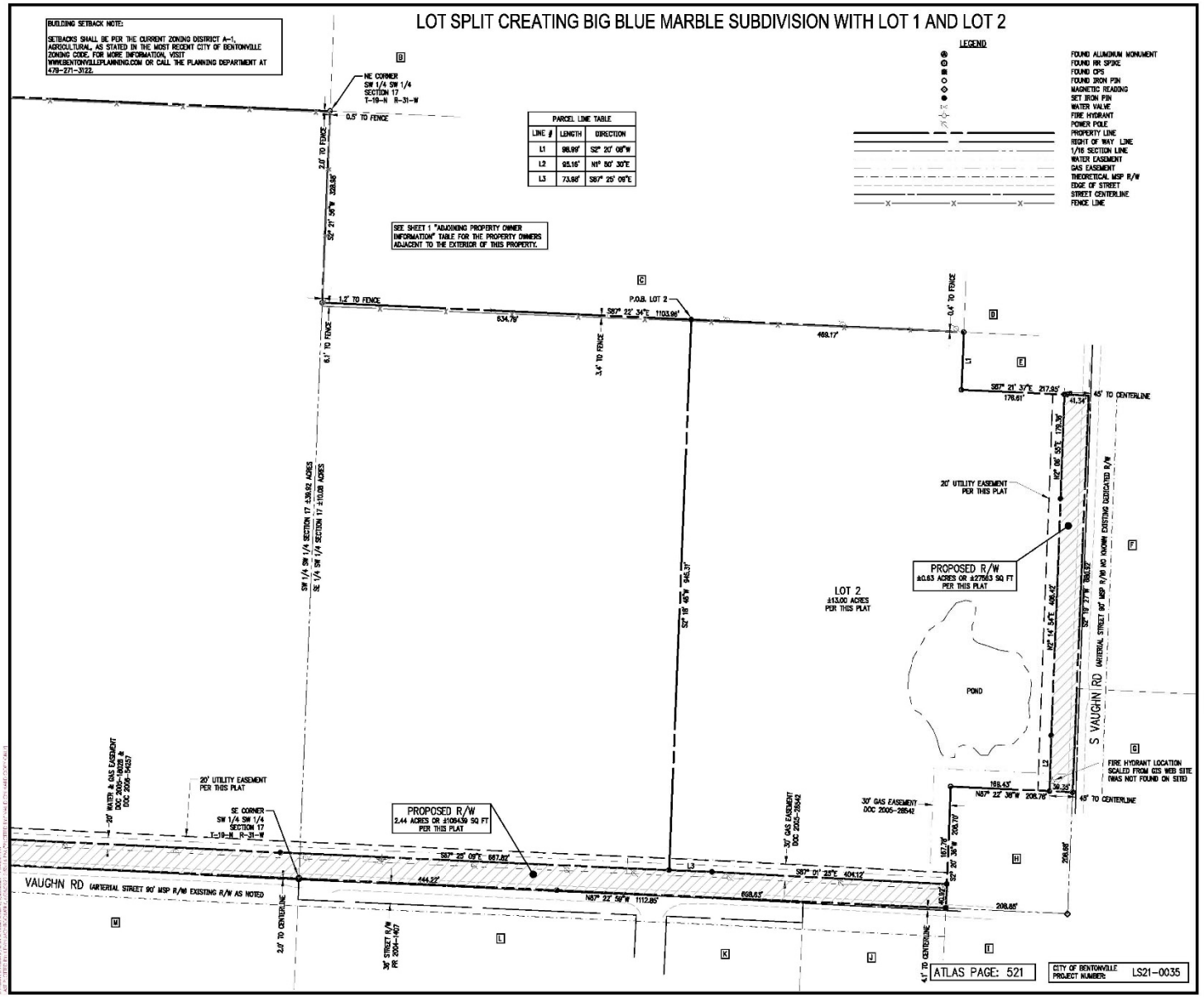
Crafton Tull

CRAFTON, TULL & ASSOCIATES, INC. No. 139

DELTA | DESCRIPTION | DATE

SHEET NO.:
2 OF 3

LOT SPLIT CREATING BIG BLUE MARBLE SUBDIVISION WITH LOT 1 AND LOT 2

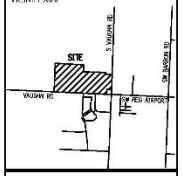


RECORD INFORMATION

GRAPHIC SCALE IN FEET
100' 0 100'

BASIS OF BEARING: GRID NORTH, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

VICINITY MAP



LOT SPLIT CREATING
BIG BLUE MARBLE SUBDIVISION
WITH LOT 1 AND LOT 2
SW/4 SEC 17 T-19-N R-31-W
BENTONVILLE ARKANSAS

PREPARED FOR:
GATOR DISTRICT, LLC

STATE PLAT CODE:
500-19N-31W-0-17-300-04-1460

DATE: 06/26/2021
PROJECT NO.: 21.000000
CONTACT: R. MONTGOMERY

Crafton Tull
CRAFTON, TULL & ASSOCIATES, INC. No. 139

DELTA	DESCRIPTION	DATE

SHEET NO.:
3 OF 3

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1 & 2, BIG BLUE MARBLE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0035).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 1 & 2, Big Blue Marble Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 20, 2021; and,

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

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

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

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

Section 1: That the lot split of Lots 1 & 2, Big Blue Marble 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.

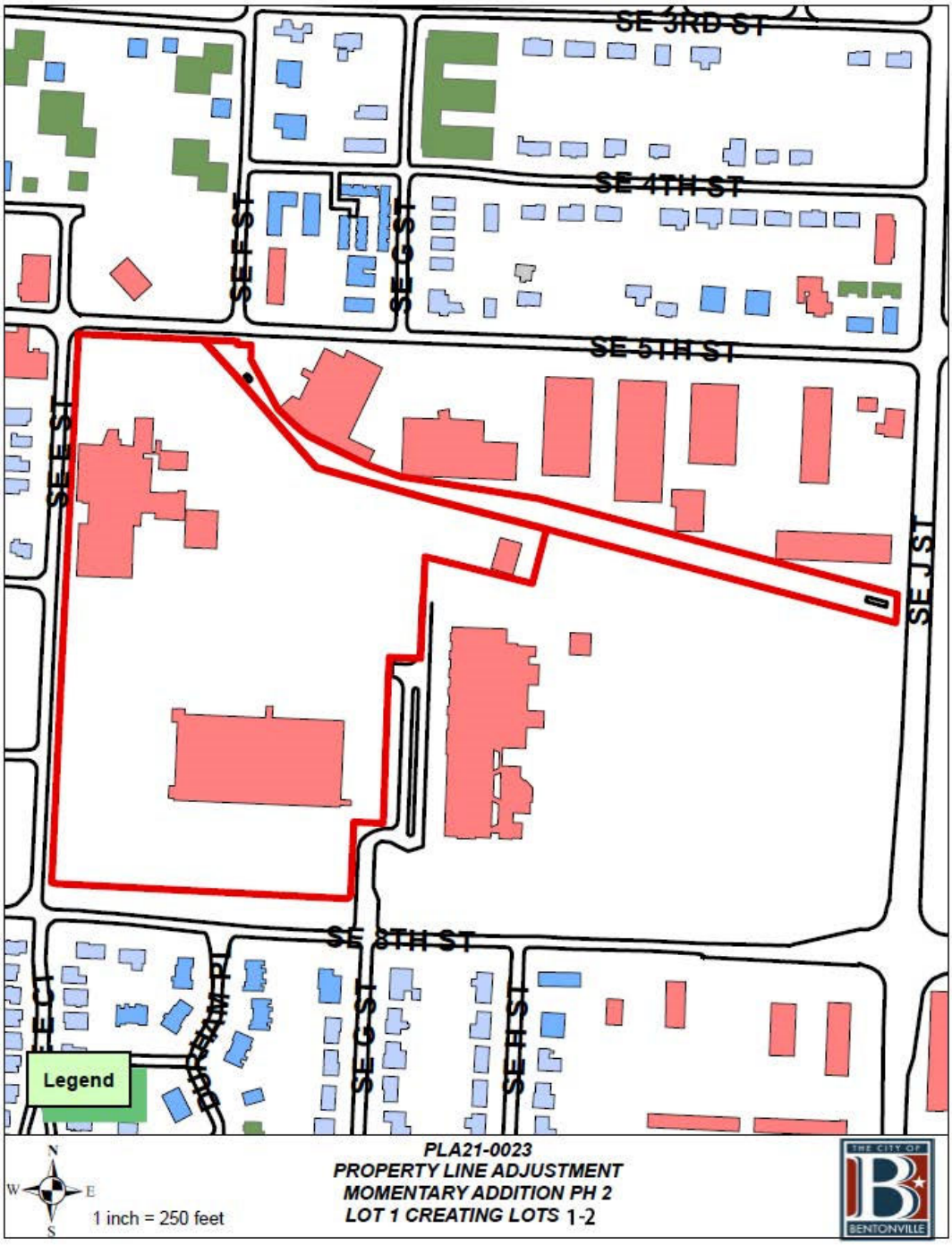
PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


SE 3RD ST
SE 4TH ST
SE 5TH ST
SE 8TH ST
SE E ST
SE F ST
SE G ST
SE H ST
SE J ST
Legend
N
W
E
S
1 inch = 250 feet
PLA21-0023
PROPERTY LINE ADJUSTMENT
MOMENTARY ADDITION PH 2
LOT 1 CREATING LOTS 1-2
THE CITY OF
BENTONVILLE

Property Line Adjustment of Lot 1 in Momentary Addition Creating Lots 1 & 2, Momentary Addition Phase 2

Crystal Bridges Museum of American Art

SE 8th Street

Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
2. This plat represents a Property Line Adjustment survey of the parcels recorded in Deed Bk. 2010, Pg. 70480, Inst. #L2018001513, and Deed Bk. 2010, Pg. 81761 in the public records of Benton County Arkansas.
3. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
4. Basis of Bearings: NAD83, Arkansas State Plane Coordinate System, North Zone, derived from an observation from CEI's base and conveyed to Trimble RTK Post Processing Service.
5. This survey is valid only if the drawing includes the seal and signature of the surveyor.
6. This survey meets current "Arkansas Standards of Practice for Property Boundary Surveys and Plats."
7. This survey is based on a Easements and Survey Search, provided by Chic Title Company Inc., File # 19-38894-007 December 17, 2019.
8. Boundary rule, is made to the original purchaser of the survey and those listed in the certification for the use of this information only and is not transferable to any additional institutions or subsequent owners.
9. No attempt was made to show building setback lines graphically on the survey. The assignment, vacation, or elimination of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.
10. No attempt has been made as a part of this boundary survey to obtain, or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
11. Subsurface and environmental conditions were not examined nor considered as a part of this survey.
12. Multiple utility services are located within easements abutting or within the bounds of subject tract.
13. The contractor is advised to contact the 811 One Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contact all non-members as well as the One-Call System.
14. By scaled map location and graphical plotting only. A portion of this property is located within Flood Zone "AE" as determined by the National Flood Insurance Program, which is subject to inundation, by the 1% annual chance flood (100-year flood), shown on the Flood Insurance Rate Map for Benton County, Arkansas.
    Map Number: 05007C0125F
    Map Revised: June 17, 2017
    LOMR 12-06-2739P
    Effective Date: June 13, 2012
15. No current zoning report or letter regarding zoning classification was provided to the Surveyor. This property is zoned PUD (Planned Unit Development) Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvillearkansas.com or call the Planning Department @ +1 (479) 271-5133.
16. Before and while in the right-of-way commences, contractor, contractor and or owners is to obtain right-of-way permit from the City of Bentonville, Transportation Department.
17. Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
18. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
19. There may not be fences or any other structures built in any drainage easements.
20. Owner is to contact New Service coordinator (479) 21234 to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
21. All structures must maintain a minimum of 10' clearances from all electric lines.
22. BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
23. It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.
24. Relocation of any existing electrical facilities shall be at the owner's expense.

REVISION

NO.	DESCRIPTION	DATE
1	REV 0	06/30/2022



Vicinity Map

Not to Scale

Latitude: 36°21'58"N

Longitude: 94°13'27"W

Owners / Developer:

Crystal Bridges Museum of American Art, Inc.
600 Museum Way
Fayetteville, AR 72701
Contact: Scott Feierabend

Engineer of Surveyor:

CEI Engineering Associates, Inc.
3608 SW Regency Parkway
Bentonville, AR 72758
Phone: (479) 273-0472
Fax: (479) 273-0330
Engineering Contact: Nate Bachelor, PE
Surveyor: Jon or "Tim" Barrow, PS

Certificate of Approval

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

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

Certificate of Ownership

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided as do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed: _____

Name & Address: _____

Printed Name: _____

Subscribed and sworn before me, this _____ day of _____, 2021.

Notary Public: _____ My Commission Expires: _____

Sheet Index

Sheet 1 - Cover
Sheet 2 - Overall
Sheet 3 - North Portion of Property
Sheet 4 - South Portion of Property
Sheet 5 - East Portion of Property, Tables, & Descriptions

CERTIFICATE OF AUTHORIZATION
C.E.I. Engineering Associates, Inc.
No. 118
ARKANSAS SURVEYOR

ATLAS PAGE: 404

City of Bentonville Project # PLA21-0023

State Survey Code: 500-2500-0000-0000-0000-1800

CEI Solutions for Land and Life

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING

BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

CEI ENGINEERING ASSOCIATES, INC.
3608 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-0472
FAX: (479) 273-0330
CORPORATE TOPS FIRM #C0018200

3030 LBJ FREEWAY, SUITE 1200
DALLAS, TX 75234
PHONE: (972) 488-9757
FAX: (972) 458-6752
BRANCH TOPS FIRM #C0184204

Informal Plat
Crystal Bridges Museum of American Art
SE 8th Street
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

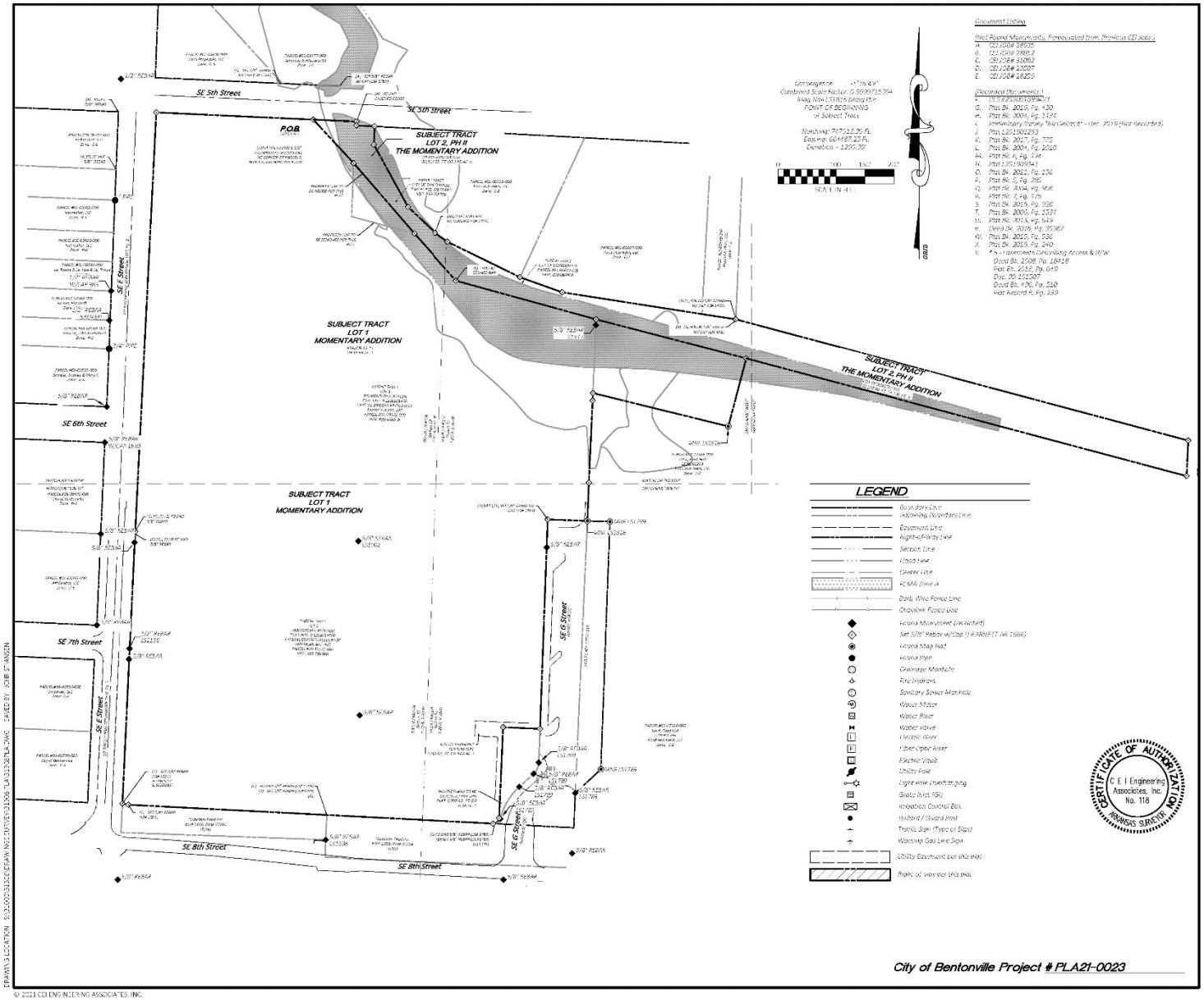
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DESIGNED	JKB
FIELD WORK	RDM
CEI PROJECT NUMBER	21.1606
DATE	6/30/2022
REVISION	REV-1

SHEET TITLE: Cover

SHEET NUMBER: 1 OF 5

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DRAWING LOCATION: S:\2020\20132\DRAWINGS\SURVEY\20132 PLA 21-0023 PLA.DWG SAVED BY: JOHN STANSEN
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CEI ENGINEERING ASSOCIATES, INC.
STERLING INDUSTRY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0482
CORPORATE TOPS FIRM #1000123000

3030 LBJ FREEWAY, SUITE 1200
DALLAS, TX 75234
PHONE: (972) 488-9757
FAX: (972) 488-0782
BRANCH TOPS FIRM #10194294

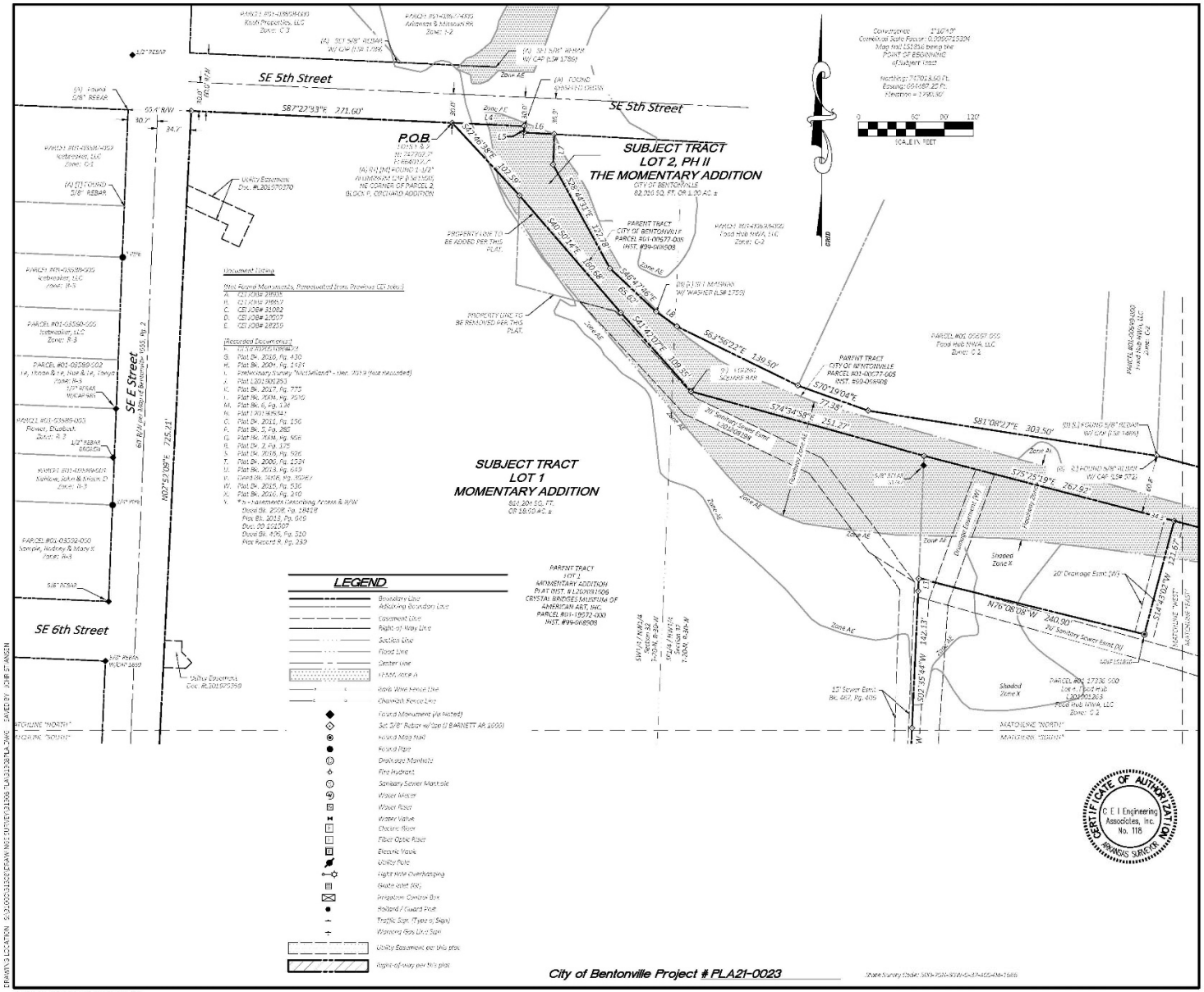
Informal Plat
Crystal Bridges Museum of American Art
SE 8th Street
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	JKS
DRAWN BY	JKS
FIELD WORK	RDM
CEI PROJECT NUMBER	21-0023
DATE	6/30/2022
REVISION	REV-1

Overall
SHEET TITLE

SHEET NUMBER
2 OF 5



~ 25 ~

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
STERLING MCKINLEY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0482
CORPORATE TOPLS FIRM #1000130000

3900 LBJ FREEWAY, SUITE 200
DALLAS, TX 75234
PHONE: (972) 488-5757
FAX: (972) 488-5782
BRANCH TOPLS FIRM #10194200

Informal Plat
Crystal Bridges Museum of American Art
SE 8th Street
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

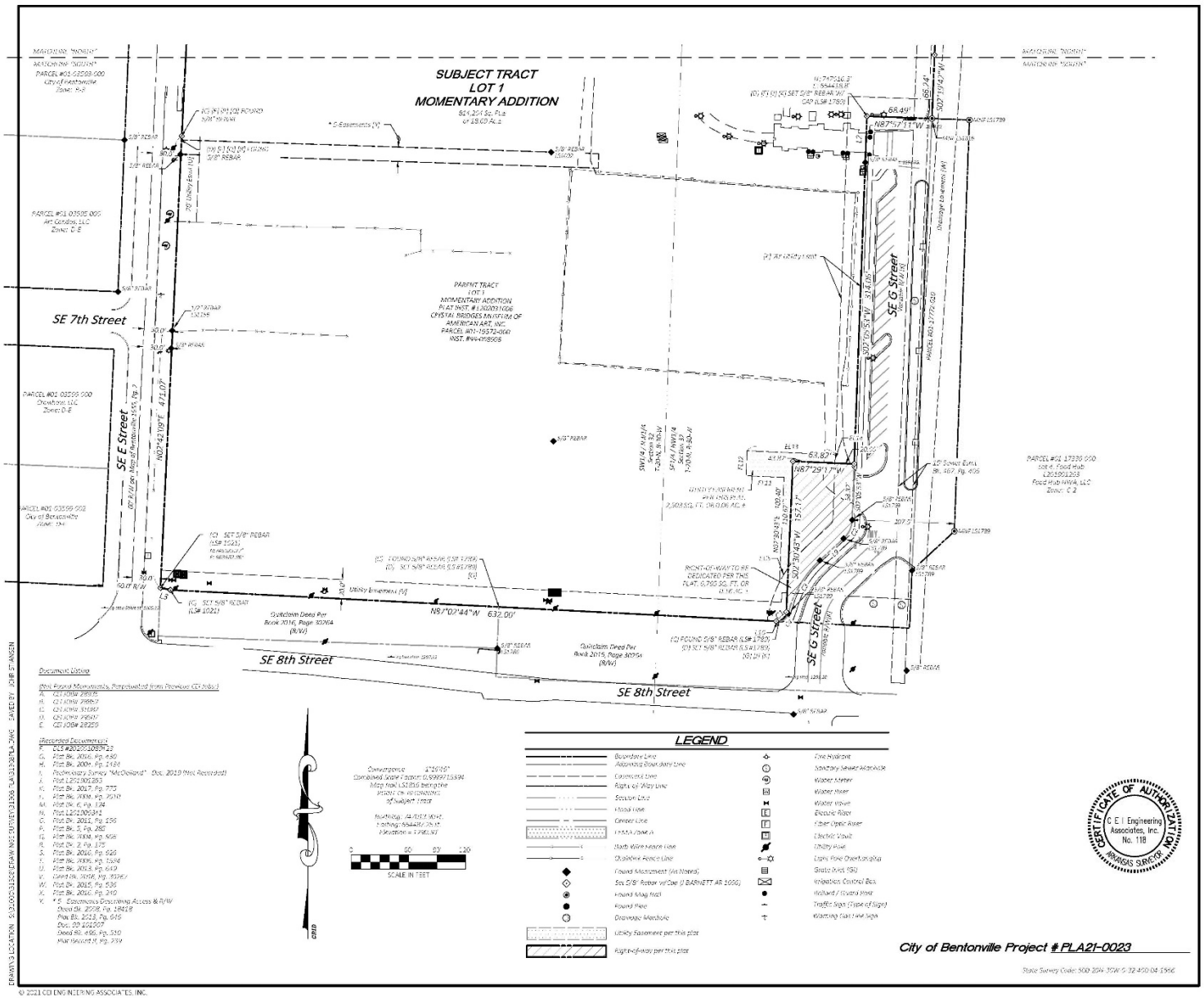
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DESIGNER	JKB
FIELD WORK	RDM
CEI PROJECT NUMBER	21.009
DATE	6/30/2022
REVISION	REV-1

PLA-North

SHEET TITLE

SHEET NUMBER

3 OF 5



CEI ENGINEERING ASSOCIATES, INC.
STERLING INDUSTRIAL PARK
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0482
CORPORATE TOPS FIRM #COR21200

3030 LBJ FREEWAY, SUITE 1200
DALLAS, TX 75234
PHONE: (972) 488-5757
FAX: (972) 488-5782
BRANCH TOPS FIRM #COR14234

CEI Solutions for Land and Life

Informal Plat
Crystal Bridges Museum of American Art
SE 8th Street
Bentonville, Benton County, Arkansas

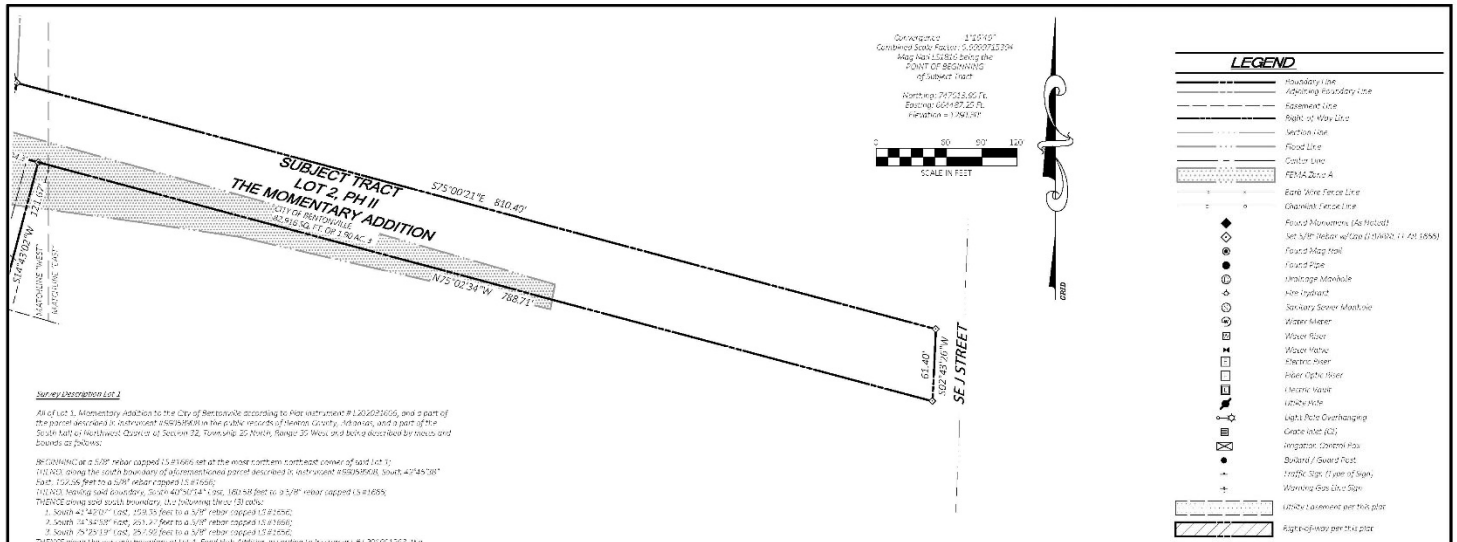
Preliminary
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PROFESSIONAL OF RECORD	JKB
DESIGNER	JKB
FIELD WORK	RDM
JOB PROJECT NUMBER	31808
DATE	6/30/2022
REVISION	REV-1

PLA-South
SHEET TITLE

SHEET NUMBER
4 OF 5

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Survey Description Lot 2

All of Lot 1, Momentary Addition to the City of Bentonville according to Plat Instrument # L202031605, and a part of the parcel described in Instrument #2007058408 in the public records of Benton County, Arkansas, and a part of the South half of Northwest Quarter of Section 32, Township 20 North, Range 30 West and being described by metes and bounds as follows:

BEGINNING at a 5/8" rebar capped LS #1658 set at the most northern northeast corner of said Lot 1;
THENCE along the south boundary of aforementioned parcel described in Instrument #2007058408, South 87°45'58" East, 152.06 feet to a 5/8" rebar capped LS #1658;
THENCE leaving said boundary, South 40°50'14" East, 160.58 feet to a 5/8" rebar capped LS #1658;
THENCE along said south boundary, the following three (3) calls:
1. South 41°50'07" East, 158.35 feet to a 5/8" rebar capped LS #1658;
2. South 74°34'58" East, 251.27 feet to a 5/8" rebar capped LS #1658;
3. South 75°25'19" East, 257.90 feet to a 5/8" rebar capped LS #1658;

THENCE along the westerly boundary of Lot 4, Fred Hub Addition, according to Instrument # L202001263, the following eight (8) calls:
1. South 14°43'02" West, 171.61 feet to mag nail capped LS #1410;
2. North 75°09'58" West, 249.50 feet to a 5/8" rebar capped LS #1658;
3. South 69°34'57" West, 17.81 feet to a 5/8" rebar capped LS #1658;
4. South 52°30'41" West, 142.13 feet to a 5/8" rebar capped LS #1658;
5. South 52°19'47" West, 68.74 feet to a mag nail capped LS #1410;
6. North 87°57'11" West, 68.45 feet to a 5/8" rebar capped LS #1658;
7. South 52°05'55" West, 40.71 feet to a 5/8" rebar;
8. South 52°05'55" West, 214.06 feet to a 5/8" rebar capped LS #1658;

THENCE leaving said westerly boundary, North 87°29'17" West, 60.82 feet to a 5/8" rebar capped LS #1658;
THENCE South 01°25'43" West, 159.53 feet to a 5/8" rebar capped LS #1658;
THENCE Southwesterly along the arc of a curve to the right (Ch. Bears South 47°14'00" West with a chord distance of 14.29 feet to a 5/8" rebar capped LS #1658 set on the north right-of-way of St. 8th Street;
THENCE along said north right-of-way, North 87°02'44" West, 632.50 feet to a 5/8" rebar capped LS #1658;
THENCE North 74°18'25" West, 103.65 feet to a 5/8" rebar capped LS #1658 set at the southeast corner of St. J Street and SE 8th Street;
THENCE along the east right-of-way of SE B Street, North 02°41'05" East, 171.07 feet to a 5/8" rebar capped LS #1658;
THENCE North 02°52'09" East, 725.21 feet to a 5/8" rebar capped LS #1658 set at the southwest corner of SE E Street and SE 8th Street;
THENCE along the north right-of-way of SE 8th Street, South 87°29'51" East, 371.80 feet to the POINT OF BEGINNING containing 814,204 square feet or 18.69 acres, more or less.

Survey Description Lot 2, Project

A part of the parcel described in Instrument #2007058408 in the public records of Benton County, Arkansas, and a part of the South half of Northwest Quarter of Section 32, Township 20 North, Range 30 West and being described by metes and bounds as follows:

BEGINNING at a 5/8" rebar capped LS #1658 set at the most northern northeast corner of said Lot 1, Momentary Addition according to Plat Instrument # L202031606;
THENCE along the north right-of-way of SE 8th Street, the following three (3) calls:
1. South 87°29'51" East, 74.86 feet to a 5/8" rebar capped LS #1658;
2. South 02°19'05" West, 6.64 feet to a 5/8" rebar capped LS #1658;
3. South 80°50'13" East, 31.43 feet to a 5/8" rebar capped LS #1658;

THENCE along the north boundary of aforementioned parcel, the following eight (8) calls:
1. South 52°19'24" West, 31.75 feet to a 5/8" rebar capped LS #1658;
2. South 74°34'01" East, 122.76 feet to a 5/8" rebar capped LS #1658;
3. South 40°47'50" East, 10.62 feet to a 5/8" rebar capped LS #1658;
4. South 74°50'15" East, 76.76 feet to a 5/8" rebar capped LS #1658;
5. South 68°59'22" East, 139.05 feet to a 5/8" rebar capped LS #1658;
6. South 70°12'04" East, 77.78 feet to a 5/8" rebar capped LS #1658;
7. South 81°08'27" East, 818.05 feet to a 5/8" rebar capped LS #1658;
8. South 75°00'21" East, 825.40 feet to a 5/8" rebar capped LS #1658 set on the west right-of-way of SE J Street;

THENCE along said right of way, South 02°43'25" West, 51.40 feet to a 5/8" rebar capped LS #1658;
THENCE along the south boundary of aforementioned parcel, the following four (4) calls:
1. North 75°12'34" West, 788.71 feet to a 5/8" rebar capped LS #1658;
2. North 75°02'19" West, 267.92 feet to a 5/8" rebar capped LS #1658;
3. North 74°34'58" West, 251.27 feet to a 5/8" rebar capped LS #1658;
4. North 41°41'07" West, 109.35 feet to a 5/8" rebar capped LS #1658;

THENCE North 40°50'14" West, 160.58 feet to a 5/8" rebar capped LS #1658;
THENCE along aforementioned south boundary, North 42°41'28" West, 102.26 feet to a 5/8" rebar capped LS #1658 to the POINT OF BEGINNING containing 30,518 square feet or 1.90 acres, more or less.

Parent Tract Lot 1

Lot 1, Momentary Addition to the City of Bentonville according to Plat Instrument # L202031605 in the public records of Benton County, Arkansas.

Parent Tract Bike Trail

Document # 99068808
(AS-IN DESCRIPTION)
PART OF THE NW 1/4 OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING NORTH 00 DEGREES 01' 23" WEST, 520.77 FEET FROM THE SE CORNER OF THE N 1/2 OF BLOCK "H", ORCHARDS ADDITION TO THE CITY OF BENTONVILLE, AND RUNNING;
THENCE NORTH 00 DEGREES 01' 23" WEST, 152.09 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SE FIFTH STREET;
THENCE WITH SAID RIGHT OF WAY LINE, SOUTH 89 DEGREES 37' 30" EAST, 18 FEET MORE OR LESS TO A POINT;
THENCE SOUTH 00 DEGREES 01' 23" EAST, 38.1 FEET FROM THE NE CORNER OF SAID LOT 1 TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT;
THENCE ON CURVE TO THE LEFT, RADIUS 26 FEET, 22 FEET MORE OR LESS TO A POINT;
THENCE SOUTHEASTERLY, 10± FEET MORE OR LESS, TO A POINT, SAID POINT BEING 6 FEET SOUTHWESTERLY FROM THE EXISTING BUILDING CORNER;
THENCE SOUTHEASTERLY, 6 FEET DISTANT FROM AND PARALLEL TO THE EXISTING BUILDING, 63 FEET MORE OR LESS;
THENCE SOUTHEASTERLY, 6 FEET DISTANT FROM AND PARALLEL TO THE EXISTING BUILDING, 50 FEET MORE OR LESS;
THENCE SOUTHEASTERLY, 6 FEET DISTANT FROM AND PARALLEL TO THE EXISTING BUILDING, 128 FEET MORE OR LESS, TO A POINT, SAID POINT BEING 16 FEET NORTHWESTERLY FROM THE NORTHWEST CORNER OF A BUILDING;
THENCE SOUTHEASTERLY, 22 FEET MORE OR LESS, TO A POINT, SAID POINT BEING 6 FEET SOUTHWESTERLY FROM THE EXISTING BUILDING CORNER;
THENCE SOUTHEASTERLY, 80± FEET MORE OR LESS, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD;
THENCE WITH SAID NORTH RIGHT-OF-WAY LINE, SOUTH 59 DEGREES 37' 37" WEST, 61.40 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID ABANDONED RAILROAD;
THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE NORTH 77 DEGREES 32' 36" WEST, 1,759.38 FEET;
THENCE NORTH 44 DEGREES 30' 26" WEST, 158.96 FEET;
THENCE NORTH 77 DEGREES 45' 30" WEST, 137.54 FEET TO THE POINT OF BEGINNING.

Property Line Table		
Line #	Direction	Length
L1	S02°14'57"W	12.93'
L2	S02°05'53"W	48.21'
L3	N78°18'26"W	10.60'
L4	S87°23'06"E	74.85'
L5	S02°19'20"W	6.64'
L6	S86°55'13"E	31.42'
L7	S02°16'24"W	31.75'
L8	S54°50'15"E	26.36'

Lot Line Table		
Line #	Direction	Length
L9	S47°49'19"W	23.61'
L10	N87°02'34"W	2.85'

Easement Line Table		
LINE	BEARING	DISTANCE
EL11	N87°29'08"W	19.33'
EL12	N02°30'43"E	20.00'
EL13	S87°29'17"E	91.35'
EL14	S02°05'53"W	8.27'

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	10.00'	15.79'	90°26'33"	S47°44'00"W	14.20'

Lot Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C2	27.50'	21.78'	45°23'39"	S24°46'59"W	21.21'
C3	111.50'	65.34'	33°34'39"	S30°05'59"W	64.41'
C4	10.00'	13.75'	78°49'05"	S40°25'23"W	12.69'

Easement Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
EC5	130.90'	18.13'	7°55'51"	S35°42'20"W	18.11'

CERTIFICATE OF AUTHORIZATION
C E I Engineering Associates, Inc.
No. 119
ARKANSAS SURVEYOR

City of Bentonville Project # PLA21-0023

State Survey Loop: 501-XYH-97W-S-YX4-XG4-1656

CEI
Solutions for Land and Life
CEI ENGINEERING ASSOCIATES, INC.
STERLING SECURITY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0832
CORPORATE TOPS FIRM #1000123000
3900 LBJ FREEWAY, SUITE 200
DALLAS, TX 75234
PHONE: (972) 488-9757
FAX: (972) 488-0782
BRANCH TOPS FIRM #1000124204

Informal Plat
Crystal Bridges Museum of American Art
SE 8th Street
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	JKS
JOB UNIT	JKS
FIELD WORK	RDM
CEI PROJECT No. WIP#	21.606
DATE	6/30/2022
REVISION	REV-1

PLA-East, Descriptions, Tables
SHEET TITLE

SHEET NUMBER
5 OF 5

DRAWN'G LOCATION: S:\2021\06-21.606\DRAWINGS\SURVEY\21606-PLA-21-0023-PLA.DWG SAVED BY: JOHN STANSEN

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ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1 & 2, MOMENTARY ADDITION PHASE 2 TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0023).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 1 & 2, Momentary Addition Phase 2 of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 20, 2021; and,

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

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

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

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

Section 1: That the property line adjustment of Lots 1 & 2, Momentary Addition Phase 2 Phase 2 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

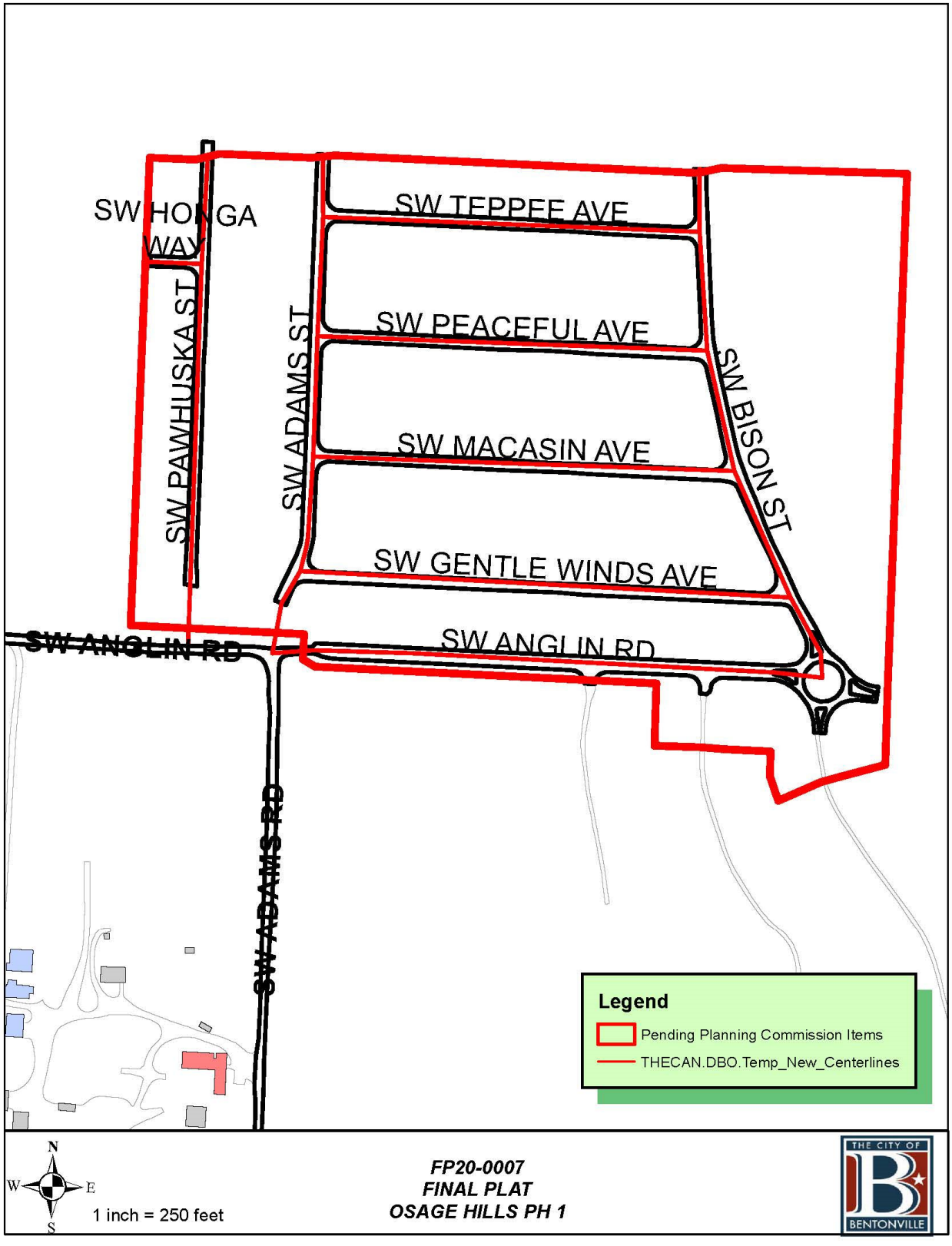
PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


SW HONGA WAY
SW TEPPEE AVE
SW PEACEFUL AVE
SW MACASIN AVE
SW GENTLE WINDS AVE
SW ANGLIN RD
SW PAWHUSKA ST
SW ADAMS ST
SW BISON ST
SW ANGLIN RD
SW ADAMS RD
Legend
Pending Planning Commission Items
THECAN.DBO.Temp_New_Centerlines
N
W
E
S
1 inch = 250 feet
FP20-0007
FINAL PLAT
OSAGE HILLS PH 1
THE CITY OF
BENTONVILLE

FINAL PLAT:

OSAGE HILLS SUBDIVISION

PHASE 1

BENTONVILLE, BENTON COUNTY, ARKANSAS

Recording Block

Owner's Certification and Dedication

We, the undersigned owners of the real estate shown and described herein, do hereby acknowledge that we have the legal right and authority to make the property interest grants contained on and within this document. We, the undersigned owners of the real estate shown and described herein, do hereby establish, grant, and dedicate to the City of Bentonville, Arkansas the easements as shown on this plat for public use and benefit. The City of Bentonville is granted the rights of ingress and egress to and from said easements. The City of Bentonville is granted unrestricted access to the platted private streets for purposes of access for emergency service personnel. The City of Bentonville is granted the right and authority to maintain, service, and improve said easements and the improvements contained therein. Any right or authority granted above specifically regarding maintenance, service, or improvement shall be exercised in a manner chosen at the discretion of the City of Bentonville. Said easements shall be for the benefit of the City of Bentonville and all of its franchised utility providers. The City of Bentonville and its franchised utility providers shall have the right and authority to cut, trim, or remove trees, shrubs, and other vegetation within said easements. The City of Bentonville and all of its franchised utility providers shall also have the right and authority to prohibit the erection of building, structures, or fences within said easements.

_____ _____ Date _____
Owner

_____ _____ Date _____
Owner

Source of Title: D.R. _____
Page _____

State of Arkansas
County of Benton
Subscribed and sworn before me this _____day of_____,2021.

Notary Public _____

My commission expires _____

- Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.
- Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
- Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
- All easements within boundary to be dedicated per this plat unless otherwise marked with filing information.
- Lot 150 is to be dedicated as a drainage easement and needs to be maintained by the POA.
- There may not be fences or any other structures built in any drainage easements.
- Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more information visit www.bentonvilleplanning.com or call the Planning Department at 479-271-3122.

FLOOD INFORMATION
The Eastern portion of the proposed plat is located within flood zone "A" or "AE" as determined by the National Flood Insurance Program Flood Insurance Rate Map for Benton County, Arkansas (Firm Panel #05007C0235K Dated 06/05/2012).

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED_____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED_____
MAYOR, CITY OF BENTONVILLE

SIGNED_____
CITY CLERK, CITY OF BENTONVILLE

Sheet List Table	
Sheet Number	Sheet Title
FP1.0	Cover Sheet
FP2.0	Overall Layout
FP3.0	Sheet Layout
FP4.0	Legal Description
FP5.0	Final Plat
FP6.0	Final Plat
FP7.0	Final Plat
FP8.0	Final Plat

REVISION LIST			
	TITLE	DATE	NOTES:
1	RE-1	12/09/2020	1st SUBMITTAL
2	RE-2	03/01/2021	City Comments
3	RE-3	--/--/--20	----------

Zone R-1 Building Setbacks	
Front	20'
Garage	30'
Interior Side	7'
Exterior Side	20'
Rear	25'

CERTIFICATE OF SURVEYING ACCURACY

I, TERRY L. GING, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION 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
NO.1301
STATE OF ARKANSAS

PROJECT #FP20-0007



Basis of Bearing

FINAL PLAT
OSAGE HILLS SUBDIVISION, PHASE 1

WM 63 RE 1 LLC & OSAGE RE HOLDINGS LLC
885 3RD AVE RM 2403
NEW YORK, NY 10022
ATTN: MITCH MASSEY (479) 601-1516
SW ADAMS ROAD, & SW ANGLIN ROAD
BENTONVILLE, ARKANSAS

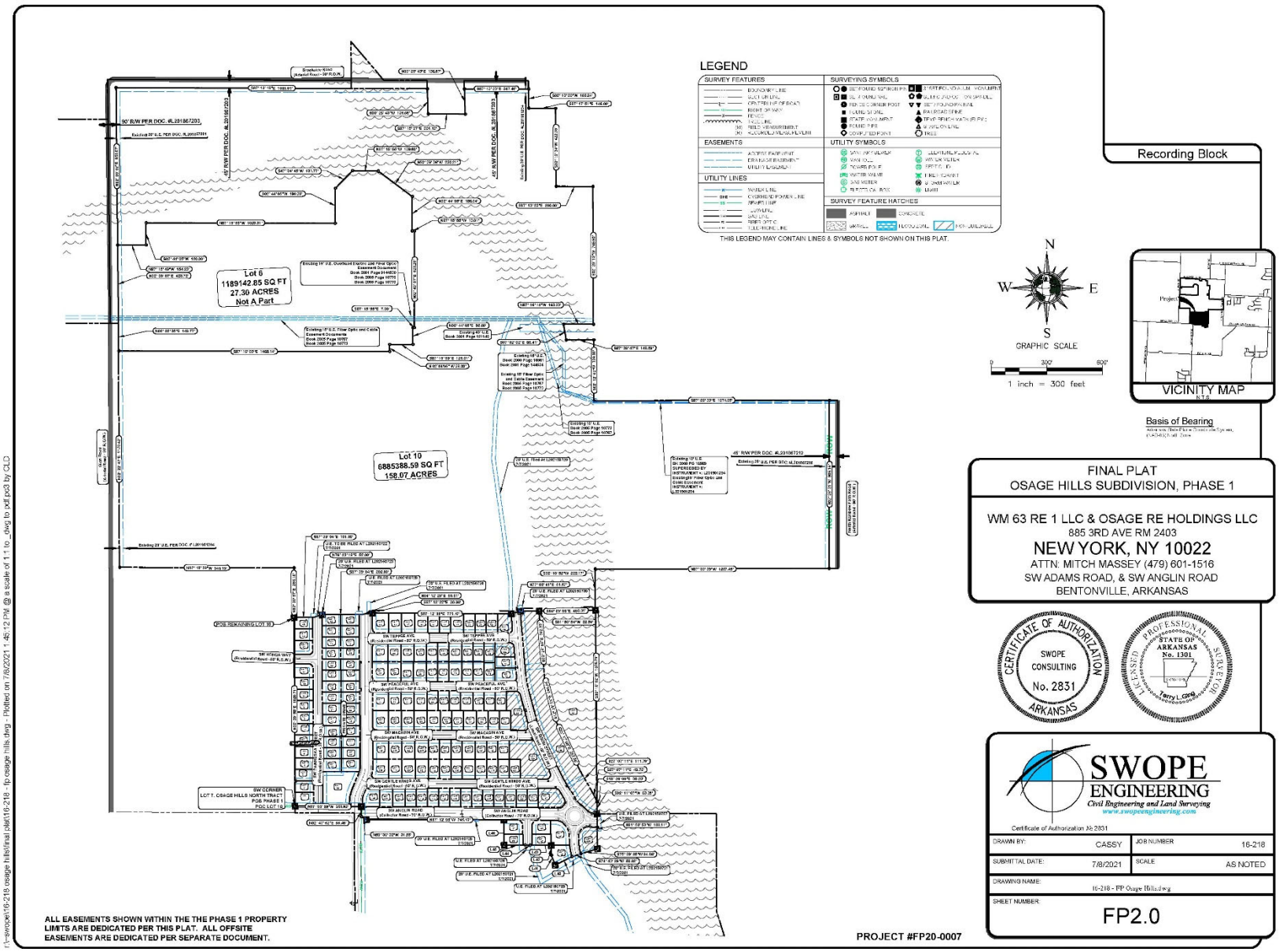
CERTIFICATE OF AUTHORIZATION SWOPE CONSULTING No. 2831 ARKANSAS

PROFESSIONAL LICENSED STATE OF ARKANSAS No. 1301 Terry L. Ging SURVEYOR

SWOPE ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com
Certificate of Authorization No 2831

DRAWN BY:	CASSY	JOB NUMBER	16-218
SUBMITTAL DATE:	7/8/2021	SCALE	AS NOTED
DRAWING NAME:	16-218 - FP Osage Hills.dwg		
SHEET NUMBER:	FP 1.0		

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FINAL PLAT
OSAGE HILLS SUBDIVISION, PHASE 1

WM 63 RE 1 LLC & OSAGE RE HOLDINGS LLC
885 3RD AVE RM 2403
NEW YORK, NY 10022
ATTN: MITCH MASSEY (479) 601-1516
SW ADAMS ROAD, & SW ANGLIN ROAD
BENTONVILLE, ARKANSAS

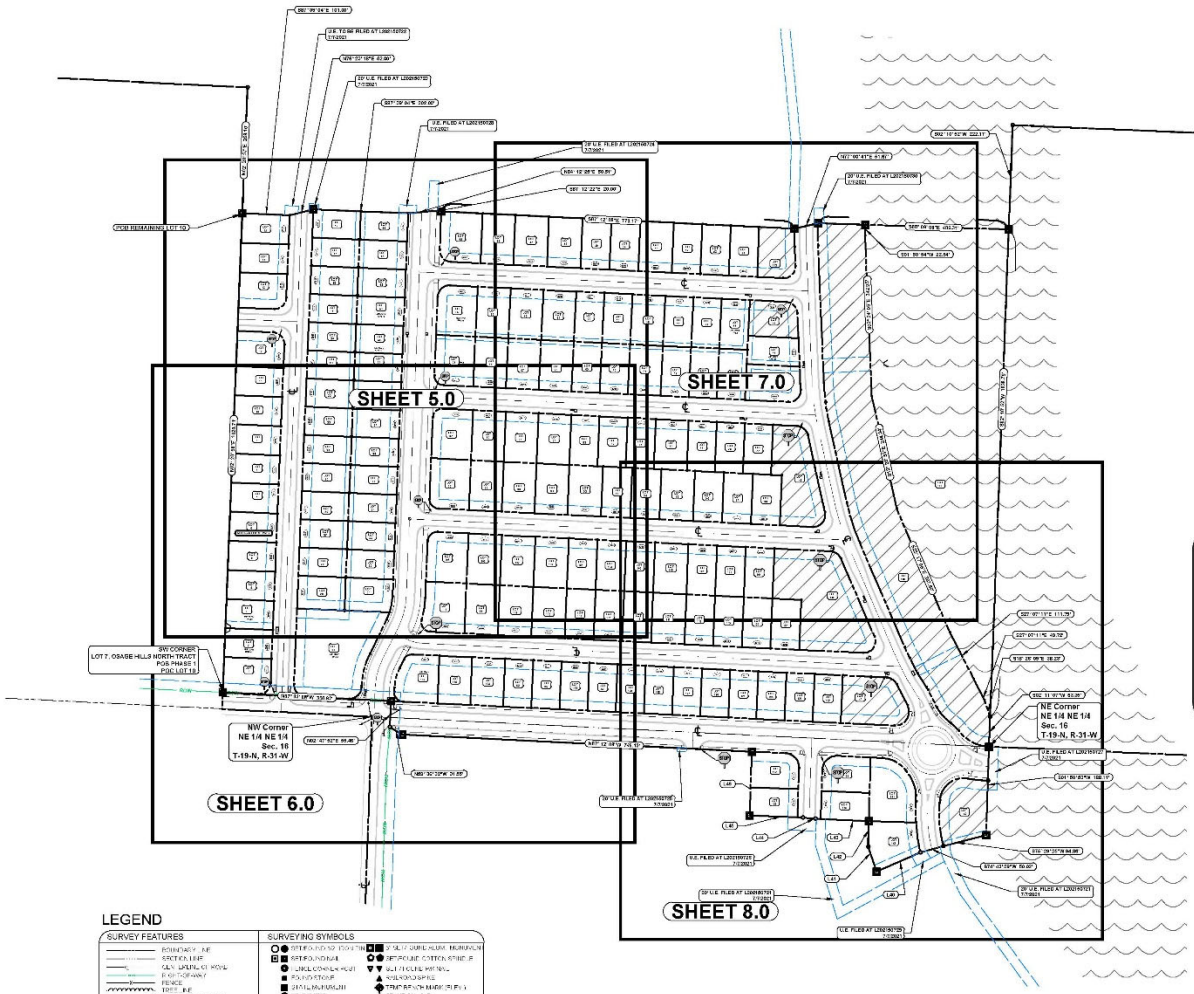
CERTIFICATE OF AUTHORIZATION
SWOPE CONSULTING
No. 2831
ARKANSAS

LICENSED PROFESSIONAL ENGINEER
STATE OF ARKANSAS
No. 1301
Jerry L. Crye

SWOPE ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com
Certificate of Authorization No 2831

DRAWN BY:	CASSY	JOB NUMBER	16-218
SUBMITTAL DATE:	7/8/2021	SCALE	AS NOTED
DRAWING NAME:	16-218 - FP Osage Hills.dwg		
SHEET NUMBER:	FP2.0		

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LEGEND

SURVEY FEATURES
BOUNDARY LINE
SECTION LINE
CEN. LINE OF ROAD
R.O.W.-DEDICATED
FENCE
TREE LINE
MEASUREMENT
RECORDED MEASUREMENT

SURVEYING SYMBOLS
SET 1/2" REBAR W/ CAP
SET PK NAIL
LAND CORNER MONUMENT
FOUND STONE
FOUND PIPE
CONCRETE POINT
SET 1/2" REBAR W/ CAP
SET PK NAIL W/ CAP
FOUND SPIKE
TRAVERSE MONUMENT
STAKE OR LINE
TREE

EASEMENTS
ACCESS EASEMENT
DRAINAGE EASEMENT
UTILITY EASEMENT

UTILITY LINES
WATER LINE
OVERHEAD POWER LINE
SANITARY SEWER LINE
GAS LINE
FIBER OPTIC
TELEPHONE LINE

UTILITY SYMBOLS
SANITARY SEWER
MANHOLE
POWER POLE
WATER VALVE
WATER WELL
ELECTRICAL BOX
TELEPHONE PEDESTAL
WATER METER
GAS VALVE
GUY WIRE
LIGHT

SURVEY FEATURE HATCHES
ASPHALT
CONCRETE
GRAVEL
ROOF TOP
WATER BODY

THIS LEGEND MAY CONTAIN LINES & SYMBOLS NOT SHOWN ON THIS PLAT.

ALL EASEMENTS SHOWN WITHIN THE THE PHASE 1 PROPERTY LIMITS ARE DEDICATED PER THIS PLAT. ALL OFFSITE EASEMENTS ARE DEDICATED PER SEPARATE DOCUMENT.

PROJECT #FP20-0007

Recording Block

N
W E
S

GRAPHIC SCALE
0 150' 300'
1 inch = 150 feet



Basis of Bearing

FINAL PLAT
OSAGE HILLS SUBDIVISION, PHASE 1

WM 63 RE 1 LLC & OSAGE RE HOLDINGS LLC
885 3RD AVE RM 2403
NEW YORK, NY 10022
ATTN: MITCH MASSEY (479) 601-1516
SW ADAMS ROAD, & SW ANGLIN ROAD
BENTONVILLE, ARKANSAS

CERTIFICATE OF AUTHORIZATION
SWOPE CONSULTING
No. 2831
ARKANSAS

LICENSED PROFESSIONAL ENGINEER
STATE OF ARKANSAS
No. 1301
Jerry L. Crisp

SWOPE ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com
Certificate of Authorization No 2831

DRAWN BY:	CASSY	JOB NUMBER	16-218
SUBMITTAL DATE:	7/8/2021	SCALE	AS NOTED
DRAWING NAME:	16-218 - FP Osage Hills.dwg		
SHEET NUMBER:	FP3.0		

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Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Length
C60	101.60	325.00	S64° 33' 18"E	101.19
C61	42.83	690.00	S66° 21' 22"E	42.82
C62	87.53	500.00	S67° 24' 59"E	87.42
C63	94.72	500.00	S72° 51' 30"E	94.58
C64	28.77	400.00	S25° 12' 09"E	28.76
C65	35.71	90.00	N75° 31' 01"W	35.46
C66	59.55	146.00	N14° 28' 59"E	59.14
C67	64.02	154.00	N14° 15' 31"E	63.56
C70	39.27	25.00	N47° 20' 56"E	35.36
C71	39.52	25.34	N47° 20' 42"E	35.64
C72	39.27	25.00	N42° 39' 04"W	35.36
C73	39.47	26.25	N47° 00' 04"E	35.86
C74	71.38	175.00	N14° 28' 59"E	70.89
C75	17.50	125.00	N22° 09' 29"E	17.48
C76	34.47	125.00	N10° 14' 54"E	34.36
C79	31.57	20.00	N47° 34' 24"E	28.39
C80	32.63	25.00	S49° 49' 01"E	30.36
C81	11.01	525.00	S13° 01' 55"E	11.01
C82	46.44	25.00	S39° 34' 57"W	40.04
C83	31.26	20.00	N42° 25' 38"W	28.17
C84	50.65	25.00	S34° 45' 22"W	42.42
C85	36.15	20.00	N35° 25' 23"W	31.43
C86	47.67	195.00	N69° 21' 09"E	47.55
C87	31.57	20.00	N47° 34' 24"E	28.39
C88	27.89	25.00	S55° 14' 38"E	26.47
C94	62.79	30.00	S32° 50' 20"W	51.94
C95	31.42	20.00	N42° 12' 08"W	28.28
C96	42.83	195.00	N14° 28' 59"E	42.53
C97	23.26	20.00	N59° 28' 59"E	21.97

Parcel Line Table		
Line #	Length	Direction
L40	101.56	S66° 13' 00.00"W
L41	56.37	N19° 21' 19.00"W
L42	54.17	N1° 38' 38.00"E
L43	102.29	N87° 15' 43.98"W
L44	50.86	N85° 30' 50.10"W
L45	101.50	N88° 01' 21.00"W
L46	136.01	N1° 58' 39.00"E

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Length
C98	26.22	25.00	S57° 09' 40"E	25.03
C99	29.41	186.50	N83° 05' 10"W	29.38
C100	84.68	50.00	S52° 54' 59"W	74.91
C101	93.03	300.05	S84° 28' 59"E	92.66
C102	93.03	300.05	S84° 28' 59"E	92.66
C103	48.69	30.00	S42° 36' 45"E	42.12
C104	47.55	30.00	N47° 23' 15"E	42.73
C105	39.20	25.82	N41° 53' 47"W	35.54
C115	55.70	65.00	S62° 39' 14"E	54.01
C116	55.90	89.59	S22° 09' 46"E	55.00
C117	44.92	350.00	S00° 33' 34"W	44.89
C118	64.28	350.08	S08° 22' 57"E	64.19

PHASE 1 (LOTS 1 THOUGH 150)
SURVEY DESCRIPTION

A PART OF LOT 7 OSAGE HILLS NORTH LOT SPLIT, INSTRUMENT #L202022287, BEING RECORDED IN THE OFFICE OF THE EX-OFFICIO RECORDER OF BENTON COUNTY, IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 3" ALUMINUM MONUMENT FOR THE SW CORNER OF LOT 7;
THENCE N 02°20'57"E 1020.71 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE S 87°39'04"E 101.00 FEET TO A SET IRON PIN;
THENCE N 76°23'41"E 52.00 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE S 87°39'04"E 202.00 FEET TO A SET IRON PIN;
THENCE N 84°12'25"E 50.51 FEET TO A SET IRON PIN;
THENCE S 87°12'22"E 20.00 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE S 87°12'08"E 773.17 FEET TO A SET IRON PIN;
THENCE N 77°09'41"E 51.67 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE S 88°09'06"E 406.31 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE S 02°10'52"W 1038.79 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE S 02°11'07"W 63.35 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE S 01°50'53"W 188.15 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE S 75°29'25"W 94.86 FEET TO A FOUND IRON PIN;
THENCE S 74°43'29"W 50.02 FEET TO A SET IRON PIN;
THENCE S 86°13'06"W 101.56 FEET TO A 3" ALUMINUM MONUMENT;
THENCE N 19°21'19"W 56.37 FEET TO A FOUND IRON PIN;
THENCE N 1°38'38"E 54.17 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE N 87°15'44"W 102.30 FEET TO A SET IRON PIN;
THENCE N 85°31'54"W 50.85 FEET TO A SET IRON PIN;
THENCE N 88°01'21"W 101.50 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE N 01°58'39"E 136.01 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE N 87°12'08"W 746.13 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE N 59°36'32"W 31.55 FEET TO A FOUND IRON PIN;
THENCE N 02°47'52"E 55.46 FEET TO A FOUND IRON PIN;
THENCE N 87°03'12"W 358.82 FEET TO THE POINT OF BEGINNING;
CONTAINING 43.25 ACRES, MORE OR LESS, BEING SUBJECT TO COVENANTS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD OR FACT.

ORIGINAL LOT 7
SURVEY DESCRIPTION

A PART OF LOT 3OF THE OSAGE HILLS LOTS 1-5, TO THE CITY OF BENTONVILLE, BEING RECORDED IN DOCUMENT #L201801294, IN THE OFFICE OF THE EX OFFICIO RECORDER OF BENTON COUNTY, BENTONVILLE, ARKANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 9;
THENCE N 87°16'14" W 163.23 FEET;
THENCE S 07°32'02" E 86.11 FEET;
THENCE S 87°39'47" E 148.59 FEET;
THENCE S 02°12'43" W 329.00 FEET;
THENCE S 87°28'33" E 1274.25 FEET;
THENCE S 02°38'31" W 999.15 FEET;
THENCE N 87°33'39" W 1267.45 FEET;
THENCE S 02°16'52" W 1260.90 FEET;
THENCE S 02°11'07" W 63.35 FEET;
THENCE S 01°50'53" W 72.03 FEET;
THENCE S 01°50'53" W 116.08 FEET;
THENCE S 75°29'25" W 94.86 FEET;
THENCE S 74°43'29" W 50.02 FEET;
THENCE S 86°13'06" W 101.56 FEET;
THENCE N 19°21'19" W 56.37 FEET;
THENCE N 01°38'38" E 54.17 FEET;
THENCE N 87°15'44" W 102.29 FEET;
THENCE N 85°31'54" W 50.85 FEET;
THENCE N 88°01'21" W 101.50 FEET;
THENCE N 01°58'39" E 136.01 FEET;
THENCE N 87°12'08" W 745.13 FEET;
THENCE N 59°36'32" W 31.55 FEET;
THENCE N 02°47'52" E 55.46 FEET;
THENCE N 87°03'12" W 358.82 FEET;
THENCE N 02°20'57" E 1288.80 FEET;
THENCE N 87°10'28" W 945.19 FEET;
THENCE N 02°22'47" E 1170.42 FEET;
THENCE S 87°16'93" E 1468.14 FEET;
THENCE N 02°44'05" E 38.00 FEET;
THENCE S 87°15'59" E 126.01 FEET;
THENCE N 02°44'05" E 92.00 FEET;
THENCE S 87°15'55" E 7.00 FEET;
THENCE N 02°13'57" E 523.25 FEET;
THENCE N 87°15'55" W 13.01 FEET;
THENCE N 02°44'05" E 198.04 FEET;
THENCE N 59°29'36" W 230.31 FEET;
THENCE N 87°15'55" W 135.60 FEET;
THENCE S 47°34'45" W 131.77;
THENCE S 02°44'05" W 196.28;
THENCE N 87°15'55" W 1023.31;
THENCE S 02°44'05" W 120.00;
THENCE N 87°15'55" W 154.23 FEET;
THENCE N 02°00'07" E 850.57 FEET;
THENCE S 87°12'16" E 1685.61 FEET;
THENCE S 00°25'43" W 136.56 FEET;
THENCE S 87°15'27" E 201.12 FEET;
THENCE N 00°25'43" E 136.57 FEET;
THENCE S 87°13'23" E 347.46 FEET;
THENCE S 02°13'20" W 193.84 FEET;
THENCE S 87°17'51" E 146.09 FEET;
THENCE S 02°19'34" W 422.36 FEET;
THENCE S 87°13'23" E 200.00 FEET;
THENCE S 02°20'13" W 745.90 FEET TO THE POINT OF BEGINNING, CONTAINING 876414.83 SQUARE FEET OR 201.32 ACRES, MORE OR LESS, BEING SUBJECT TO ANY COVENANTS, EASEMENTS, OR RIGHT-OF-WAYS OF RECORD OR FACT.

LOT 10
SURVEY DESCRIPTION

A PART OF LOT 7 OSAGE HILLS NORTH LOT SPLIT, INSTRUMENT #L2020227287, BEING RECORDED IN THE OFFICE OF THE EXOFFICIO RECORDER OF BENTON COUNTY, IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 3" ALUMINUM MONUMENT FOR THE SW CORNER OF LOT 7;
THENCE N 02°20'57" E 1020.71 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE N 02°20'57" E 268.10 FEET TO A FOUND IRON PIN;
THENCE N 87°10'28" W 945.19 FEET TO A FOUND IRON PIN;
THENCE N 02°22'47" E 1170.42 FEET TO A FOUND IRON PIN;
THENCE S 87°16'93" E 1468.14 FEET TO A FOUND IRON PIN;
THENCE N 02°44'05" E 38.00 FEET TO A FOUND IRON PIN;
THENCE S 87°15'59" E 126.01 FEET TO A FOUND IRON PIN;
THENCE N 02°44'05" E 92.00 FEET TO A FOUND IRON PIN;
THENCE S 87°15'55" E 7.00 FEET TO A FOUND IRON PIN;
THENCE N 02°43'57" E 523.25 FEET TO A FOUND IRON PIN;
THENCE N 87°15'55" W 13.01 FEET TO A FOUND IRON PIN;
THENCE N 02°44'05" E 196.04 FEET TO A FOUND IRON PIN;
THENCE N 59°29'36" W 230.31 FEET TO A FOUND IRON PIN;
THENCE N 87°15'55" W 139.60 FEETTO A FOUND IRON PIN;
THENCE S 47°34'45" W 131.77 TO A FOUND IRON PIN;
THENCE S 02°44'05" W 196.28 TO A FOUND IRON PIN;
THENCE N 87°15'55" W 1023.31 TO A FOUND IRON PIN;
THENCE S 02°44'05" W 120.00 TO A FOUND IRON PIN;
THENCE N 87°15'48" W 154.23 FEETTO A FOUND IRON PIN;
THENCE N 02°00'07" E 856.57 FEET TO A FOUND IRON PIN;
THENCE S 87°12'16" E 1685.61 FEET TO A FOUND IRON PIN;
THENCE S 00°25'43" W 136.56 FEET TO A FOUND IRON PIN;
THENCE S 87°15'27" E 201.12 FEET TO A FOUND IRON PIN;
THENCE N 00°25'43" E 136.57 FEET TO A FOUND IRON PIN;
THENCE S 87°13'23" E 347.46 FEET TO A FOUND IRON PIN;
THENCE S 02°13'20" W 193.84 FEET TO A FOUND IRON PIN;
THENCE S 87°17'51" E 146.09 FEET TO A FOUND IRON PIN;
THENCE S 02°19'34" W 422.36 FEET TO A FOUND IRON PIN;
THENCE S 87°13'23" E 200.00 FEET TO A FOUND IRON PIN;
THENCE S 02°20'13" W 745.90 FEET TO A FOUND IRON PIN;
THENCE S 87°16'14" W 163.23 FEET TO A FOUND IRON PIN;
THENCE S 07°32'02" E 86.41 FEET TO A FOUND IRON PIN;
THENCE S 87°39'47" E 148.59 FEET TO A FOUND IRON PIN;
THENCE S 02°12'43" W 329.00 FEET TO A FOUND IRON PIN;
THENCE S 87°28'33" E 1274.25 FEET TO A FOUND IRON PIN;
THENCE S 02°38'31" W 909.15 FEET TO A FOUND IRON PIN;
THENCE N 87°33'39" W 1267.45 FEET TO A FOUND IRON PIN;
THENCE N 87°12'08" W 773.17 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE N 87°12'22" W 20.00 FEET TO A SET IRON PIN;
THENCE S 84°12'25" W 50.51 FEET TO A SET IRON PIN;
THENCE N 87°39'04" W 202.00 FEET TO A SET 3" ALUMINUM MONUMENT;
THENCE S 76°23'18" W 52.00 FEET TO A SET IRON PIN;
THENCE S 87°39'04" E 1010.00 FEET TO THE POINT OF BEGINNING, CONTAINING 158.97ACRES, MORE OR LESS, BEING SUBJECT TO ANY COVENANTS, EASEMENTS, OR RIGHT-OF-WAYS OF RECORD OR FACT.

PROJECT #FP20-0007

Recording Block



Basis of Bearing

FINAL PLAT
OSAGE HILLS SUBDIVISION, PHASE 1

WM 63 RE 1 LLC & OSAGE RE HOLDINGS LLC
885 3RD AVE RM 2403
NEW YORK, NY 10022
ATTN: MITCH MASSEY (479) 601-1516
SW ADAMS ROAD, & SW ANGLIN ROAD
BENTONVILLE, ARKANSAS

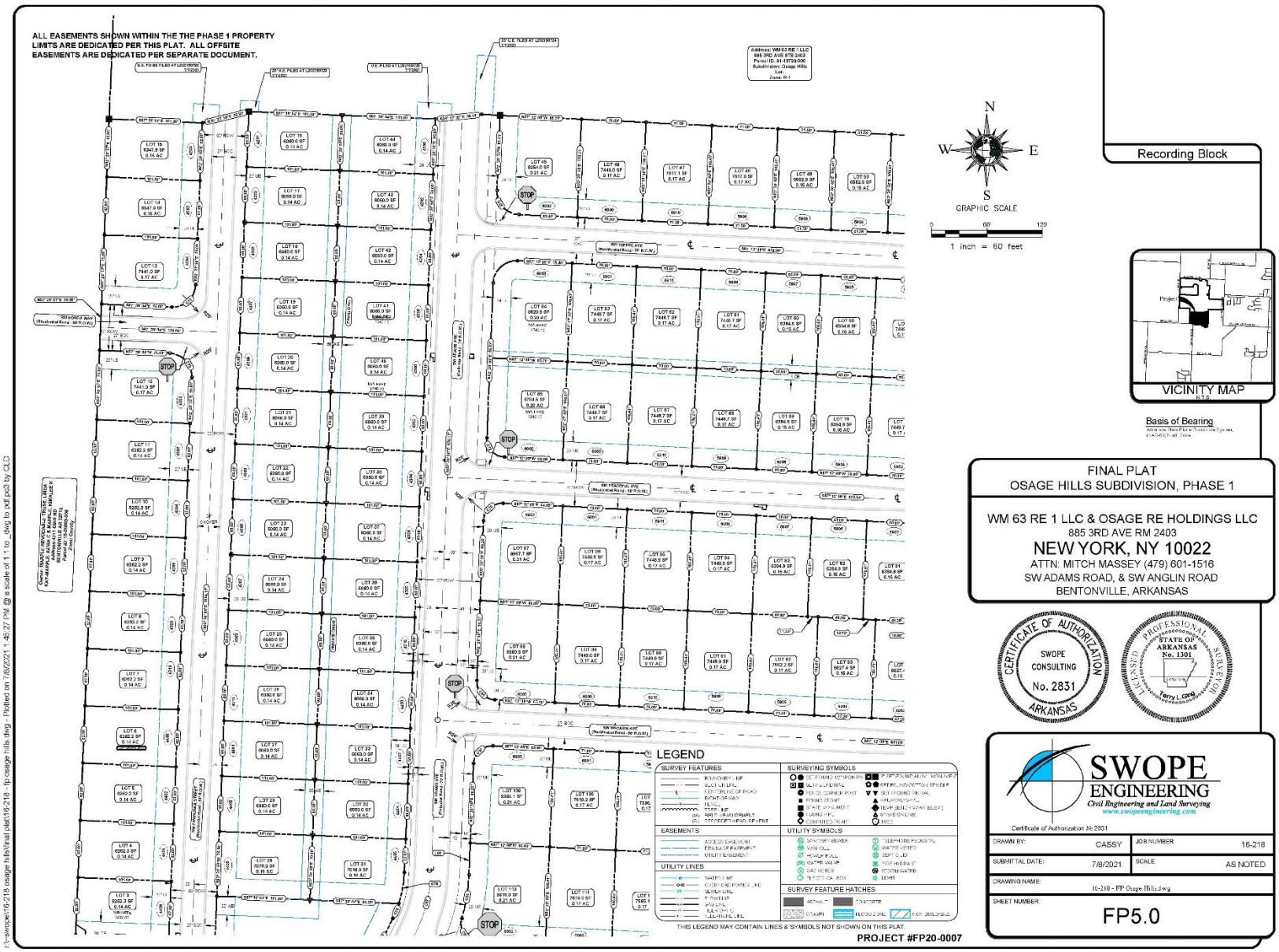
CERTIFICATE OF AUTHORIZATION
SWOPE CONSULTING
No. 2831
ARKANSAS

LICENSED PROFESSIONAL ENGINEER
STATE OF ARKANSAS
No. 1301
Terry L. Cave

SWOPE ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com
Certificate of Authorization #: 2831

DRAWN BY:	CASSY	JOB NUMBER	16-218
SUBMITTAL DATE:	7/8/2021	SCALE	AS NOTED
DRAWING NAME:	16-218 - FP Osage Hills.dwg		
SHEET NUMBER:	FP4.0		

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Recording Block

Basis of Bearing

FINAL PLAT
OSAGE HILLS SUBDIVISION, PHASE 1

WM 63 RE 1 LLC & OSAGE RE HOLDINGS LLC
885 3RD AVE RM 2403
NEW YORK, NY 10022
ATTN: MITCH MASSEY (479) 601-1516
SW ADAMS ROAD, & SW ANGLIN ROAD
BENTONVILLE, ARKANSAS

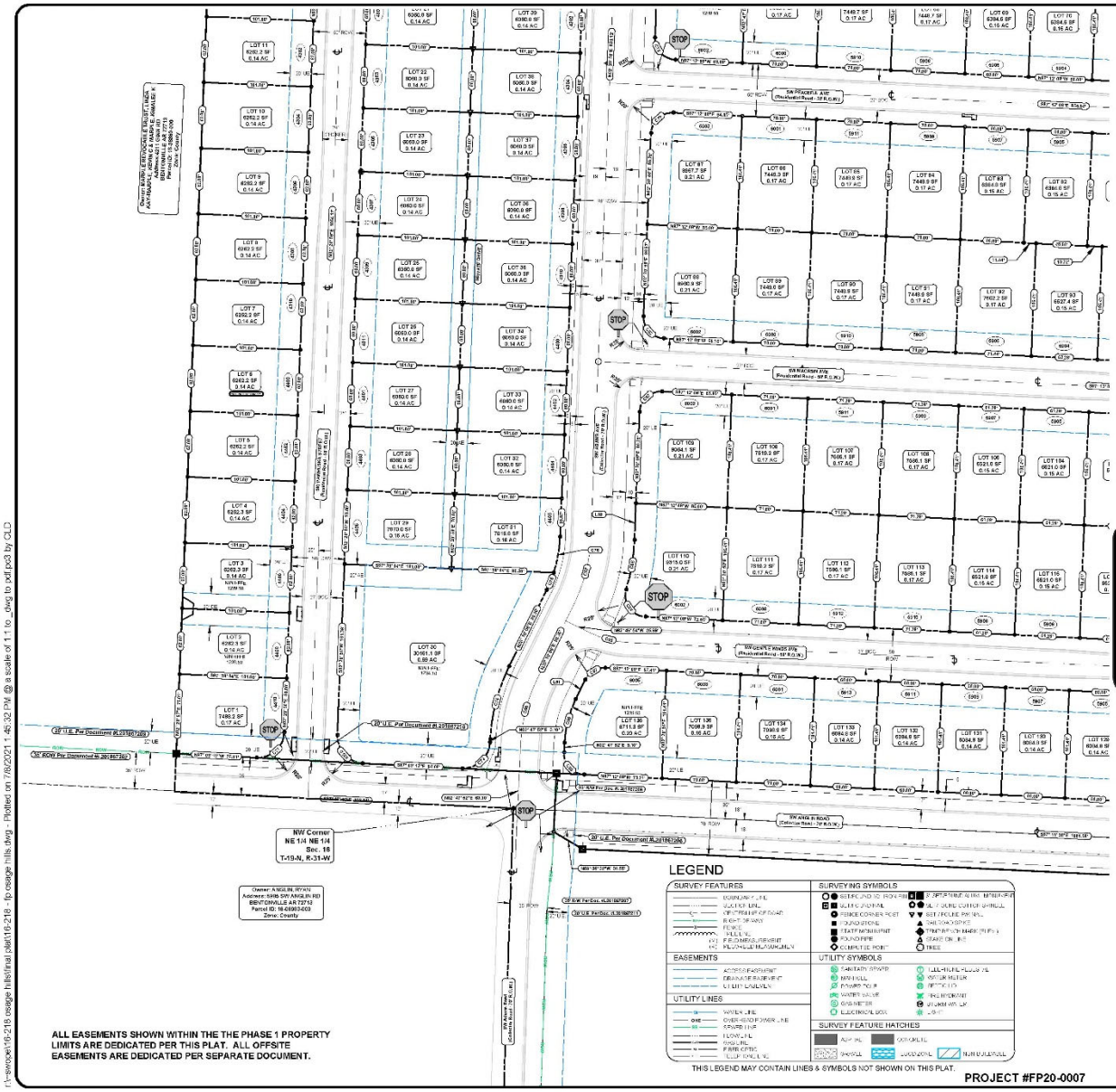
CERTIFICATE OF AUTHORIZATION
SWOPE CONSULTING
No. 2831
ARKANSAS

REGISTERED PROFESSIONAL ENGINEER
STATE OF ARKANSAS
No. 13013
Jerry L. Crisp

SWOPE ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com
Certificate of Authorization No 2831

DRAWN BY:	CASSY	JOB NUMBER	16-218
SUBMITTAL DATE:	7/8/2021	SCALE	AS NOTED
DRAWING NAME:	16-218 - FP Osage Hills.dwg		
SHEET NUMBER:	FP5.0		

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Recording Block

N
W E
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GRAPHIC SCALE

1 inch = 60 feet



Basis of Bearing

FINAL PLAT
OSAGE HILLS SUBDIVISION, PHASE 1

WM 63 RE 1 LLC & OSAGE RE HOLDINGS LLC
885 3RD AVE RM 2403
NEW YORK, NY 10022
ATTN: MITCH MASSEY (479) 601-1516
SW ADAMS ROAD, & SW ANGLIN ROAD
BENTONVILLE, ARKANSAS

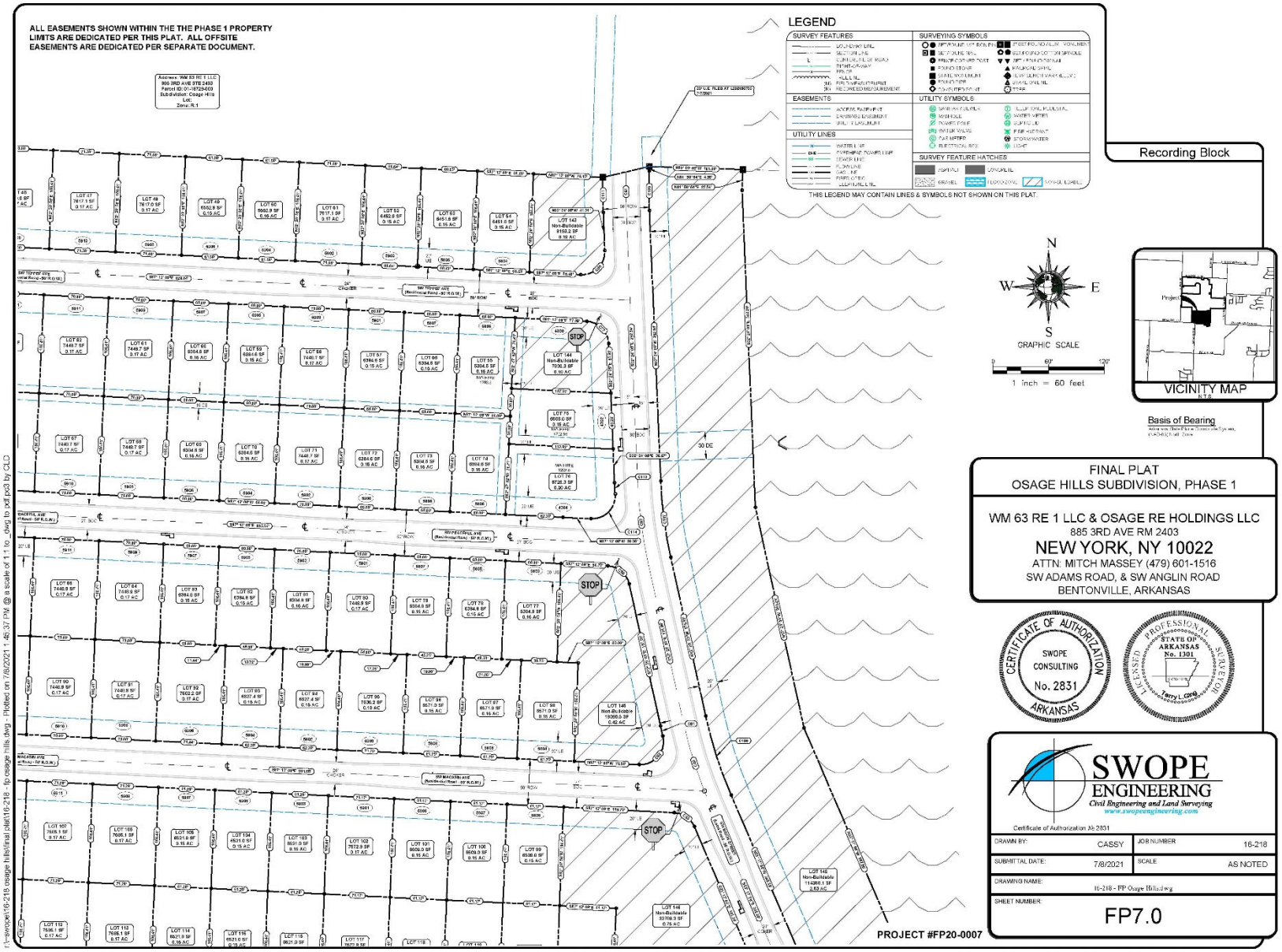
CERTIFICATE OF AUTHORIZATION
SWOPE CONSULTING
No. 2831
ARKANSAS

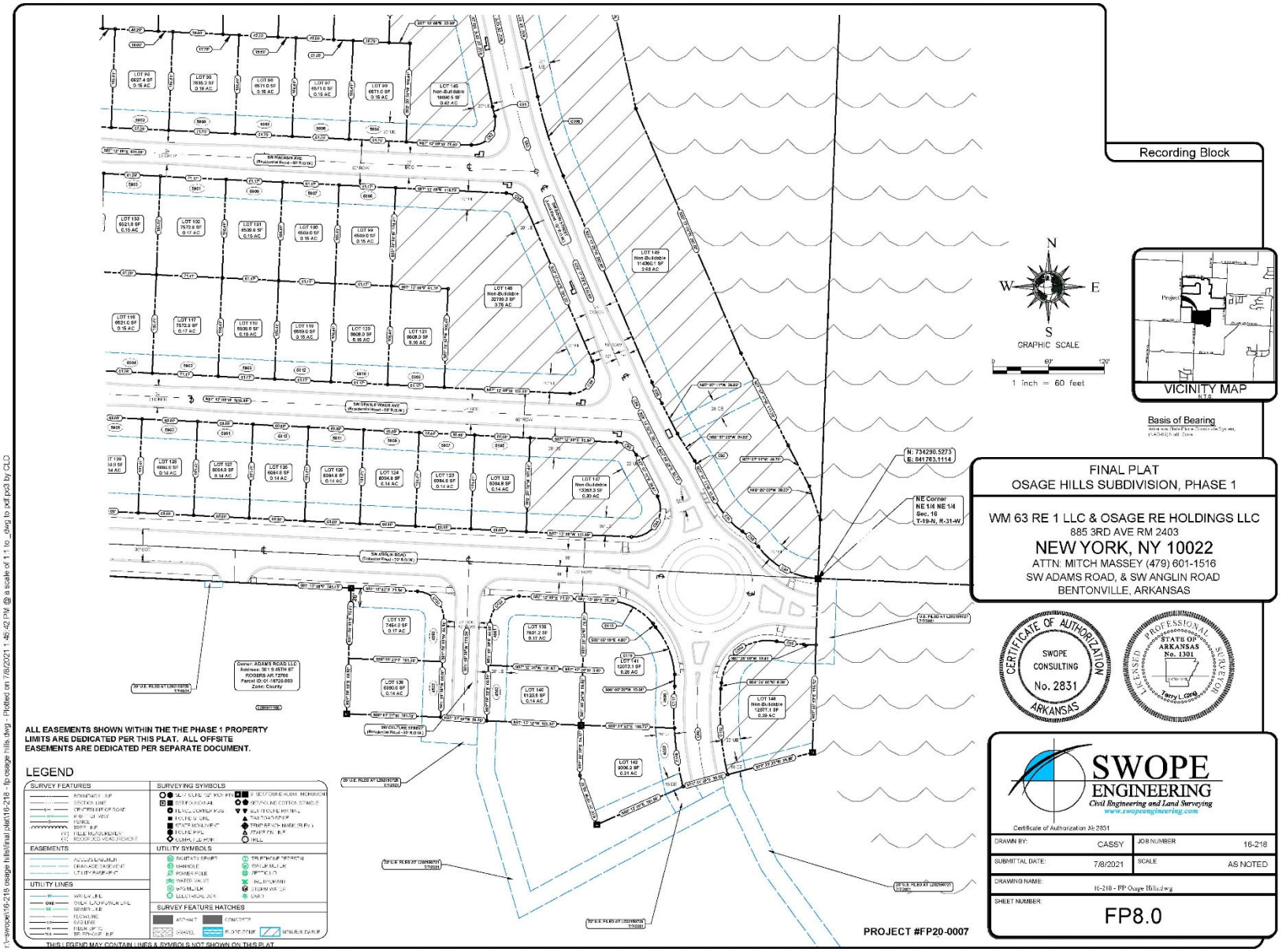
PROFESSIONAL ENGINEER
STATE OF ARKANSAS
No. 1301
Jerry L. Crye
LICENSED

SWOPE ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com
Certificate of Authorization No 2831

DRAWN BY:	CASSY	JOB NUMBER	16-218
SUBMITTAL DATE:	7/8/2021	SCALE	AS NOTED
DRAWING NAME:	16-218 - FP Osage Hills.dwg		
SHEET NUMBER:	FP6.0		

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ALL EASEMENTS SHOWN WITHIN THE THE PHASE 1 PROPERTY LIMITS ARE DEDICATED PER THIS PLAT. ALL OFFSITE EASEMENTS ARE DEDICATED PER SEPARATE DOCUMENT.
LEGEND
SURVEY FEATURES
SURVEYING SYMBOLS
EASEMENTS
UTILITY SYMBOLS
UTILITY LINES
SURVEY FEATURE HATCHES
THIS LEGEND MAY CONTAIN LINES & SYMBOLS NOT SHOWN ON THIS PLAT.
Recording Block
N
W
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S
GRAPHIC SCALE
1 inch = 60 feet
VICINITY MAP
Basis of Bearing
FINAL PLAT
OSAGE HILLS SUBDIVISION, PHASE 1
WM 63 RE 1 LLC & OSAGE RE HOLDINGS LLC
885 3RD AVE RM 2403
NEW YORK, NY 10022
ATTN: MITCH MASSEY (479) 601-1516
SW ADAMS ROAD, & SW ANGLIN ROAD
BENTONVILLE, ARKANSAS
CERTIFICATE OF AUTHORIZATION
SWOPE CONSULTING
No. 2831
ARKANSAS
PROFESSIONAL ENGINEER
STATE OF ARKANSAS
No. 13011
Jerry L. Crye
SWOPE ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com
Certificate of Authorization No 2831
DRAWN BY: CASSY
JOB NUMBER 16-218
SUBMITTAL DATE: 7/8/2021
SCALE AS NOTED
DRAWING NAME: 16-218 - FP Osage Hills.dwg
SHEET NUMBER: FP7.0
PROJECT #FP20-0007


Recording Block
N
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GRAPHIC SCALE
1 inch = 60 feet
VICINITY MAP
Basis of Bearing
FINAL PLAT
OSAGE HILLS SUBDIVISION, PHASE 1
WM 63 RE 1 LLC & OSAGE RE HOLDINGS LLC
885 3RD AVE RM 2403
NEW YORK, NY 10022
ATTN: MITCH MASSEY (479) 601-1516
SW ADAMS ROAD, & SW ANGLIN ROAD
BENTONVILLE, ARKANSAS
N: 734280.5273
E: 841783.1114
NE Corner
NE 1/4 NE 1/4
Sec. 16
T-19-N, R-31-W
ALL EASEMENTS SHOWN WITHIN THE THE PHASE 1 PROPERTY LIMITS ARE DEDICATED PER THIS PLAT. ALL OFFSITE EASEMENTS ARE DEDICATED PER SEPARATE DOCUMENT.
LEGEND
THIS LEGEND MAY CONTAIN LINES & SYMBOLS NOT SHOWN ON THIS PLAT.
PROJECT #FP20-0007
CERTIFICATE OF AUTHORIZATION
SWOPE CONSULTING
No. 2831
ARKANSAS
PROFESSIONAL ENGINEER
STATE OF ARKANSAS
No. 1301
Jerry L. Crye
LICENSED
SWOPE ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com
Certificate of Authorization No 2831
DRAWN BY: CASSY
JOB NUMBER: 16-218
SUBMITTAL DATE: 7/8/2021
SCALE: AS NOTED
DRAWING NAME: 16-218 - FP Osage Hills.dwg
SHEET NUMBER: FP8.0

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF OSAGE HILLS SUBDIVISION PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: FP20-0007).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of Osage Hills Subdivision Phase 1, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 20, 2021; and,

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

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

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

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

Section 1: That the final plat of Osage Hills Subdivision Phase 1 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

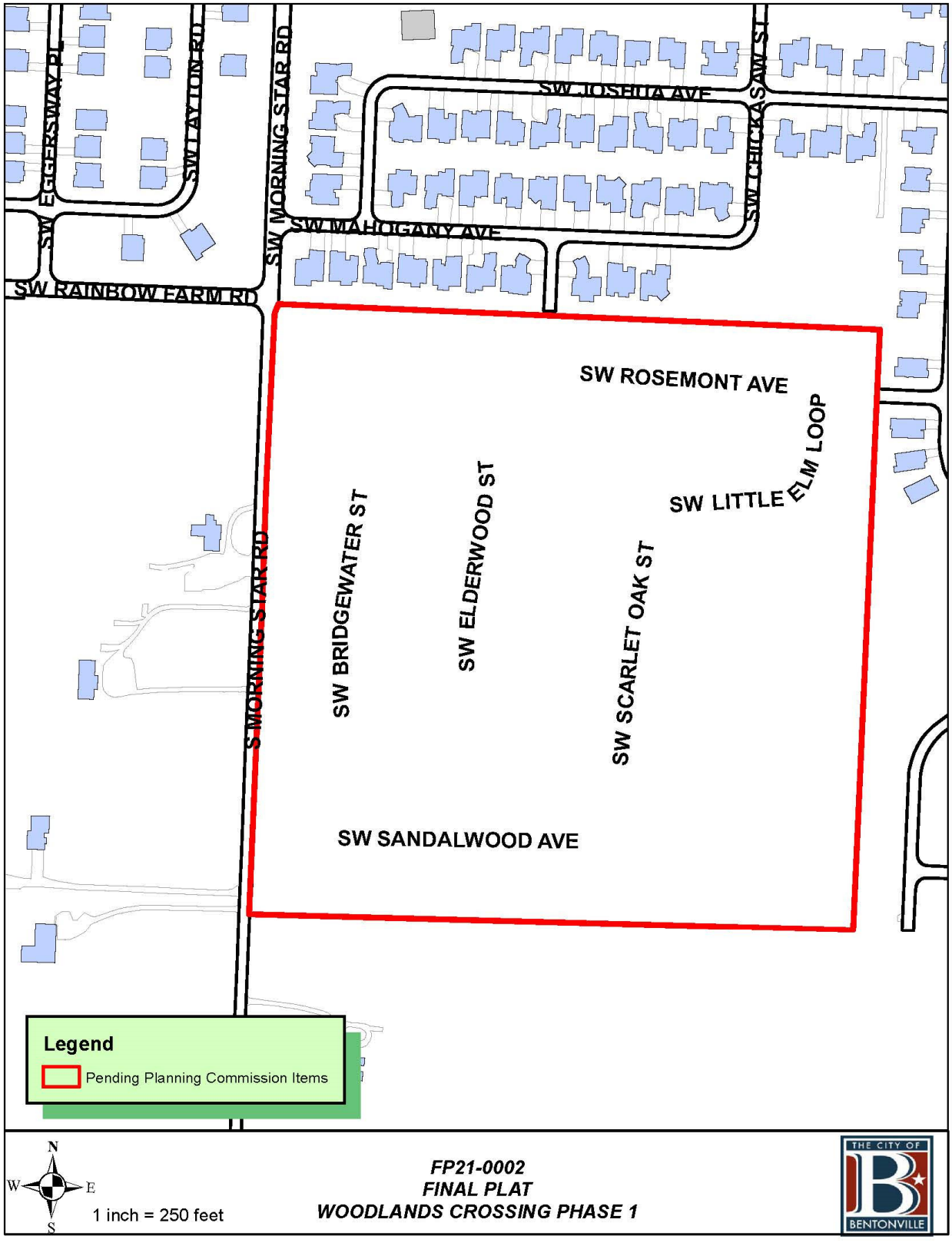
PASSED AND APPROVED this_____ day of _____, 2021.

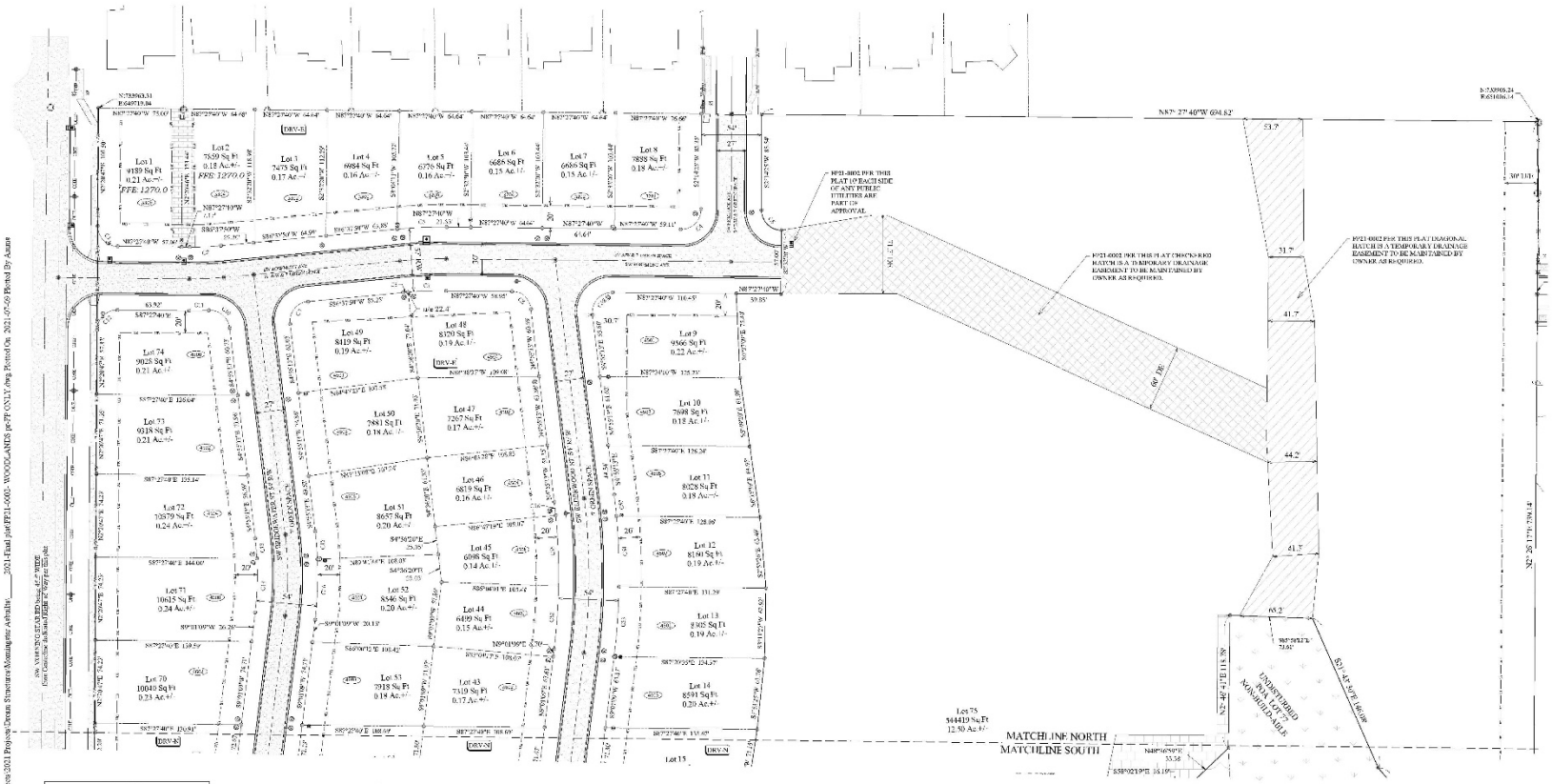
APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


SW EGGERSWAY PL
SW TAYLION RD
SW MORNING STAR RD
SW JOSHUA AVE
SW CHICKASAW ST
SW MAHOGANY AVE
SW RAINBOW FARM RD
SW ROSEMONT AVE
SW LITTLE ELM LOOP
SW BRIDGEWATER ST
SW ELDERWOOD ST
SW SCARLET OAK ST
S MORNING STAR RD
SW SANDALWOOD AVE
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 250 feet
FP21-0002
FINAL PLAT
WOODLANDS CROSSING PHASE 1
THE CITY OF
BENTONVILLE



Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	39.27	25.00	N42° 32' 20"W	35.36
C2	39.27	25.00	S47° 27' 40"W	35.36
C3	39.27	25.00	S42° 32' 20"E	35.36
C4	39.27	25.00	N47° 27' 40"W	35.36
C5	39.27	25.00	S42° 32' 20"E	35.36
C6	39.27	25.00	N47° 27' 40"W	35.36
C7	39.27	25.00	S42° 32' 20"E	35.36
C8	39.27	25.00	N47° 27' 40"W	35.36
C9	39.27	25.00	S42° 32' 20"E	35.36
C10	39.27	25.00	N47° 27' 40"W	35.36
C11	39.27	25.00	S42° 32' 20"E	35.36
C12	39.27	25.00	N47° 27' 40"W	35.36
C13	39.27	25.00	S42° 32' 20"E	35.36
C14	39.27	25.00	N47° 27' 40"W	35.36
C15	39.27	25.00	S42° 32' 20"E	35.36

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C16	39.27	25.00	N42° 32' 20"W	35.36
C17	39.27	25.00	S47° 27' 40"W	35.36
C18	39.27	25.00	S42° 32' 20"E	35.36
C19	39.27	25.00	N47° 27' 40"W	35.36
C20	39.27	25.00	S42° 32' 20"E	35.36
C21	39.27	25.00	N47° 27' 40"W	35.36
C22	39.27	25.00	S42° 32' 20"E	35.36
C23	39.27	25.00	N47° 27' 40"W	35.36
C24	39.27	25.00	S42° 32' 20"E	35.36
C25	39.27	25.00	N47° 27' 40"W	35.36
C26	39.27	25.00	S42° 32' 20"E	35.36

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C27	39.27	25.00	N42° 32' 20"W	35.36
C28	39.27	25.00	S47° 27' 40"W	35.36
C29	39.27	25.00	S42° 32' 20"E	35.36
C30	39.27	25.00	N47° 27' 40"W	35.36
C31	39.27	25.00	S42° 32' 20"E	35.36
C32	39.27	25.00	N47° 27' 40"W	35.36
C33	39.27	25.00	S42° 32' 20"E	35.36
C34	39.27	25.00	N47° 27' 40"W	35.36
C35	39.27	25.00	S42° 32' 20"E	35.36
C36	39.27	25.00	N47° 27' 40"W	35.36
C37	39.27	25.00	S42° 32' 20"E	35.36
C38	39.27	25.00	N47° 27' 40"W	35.36
C39	39.27	25.00	S42° 32' 20"E	35.36
C40	39.27	25.00	N47° 27' 40"W	35.36
C41	39.27	25.00	S42° 32' 20"E	35.36
C42	39.27	25.00	N47° 27' 40"W	35.36
C43	39.27	25.00	S42° 32' 20"E	35.36
C44	39.27	25.00	N47° 27' 40"W	35.36
C45	39.27	25.00	S42° 32' 20"E	35.36

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C46	39.27	25.00	N42° 32' 20"W	35.36
C47	39.27	25.00	S47° 27' 40"W	35.36
C48	39.27	25.00	N42° 32' 20"W	35.36
C49	39.27	25.00	S47° 27' 40"W	35.36
C50	39.27	25.00	N42° 32' 20"W	35.36
C51	39.27	25.00	S47° 27' 40"W	35.36
C52	39.27	25.00	N42° 32' 20"W	35.36
C53	39.27	25.00	S47° 27' 40"W	35.36
C54	39.27	25.00	N42° 32' 20"W	35.36
C55	39.27	25.00	S47° 27' 40"W	35.36
C56	39.27	25.00	N42° 32' 20"W	35.36
C57	39.27	25.00	S47° 27' 40"W	35.36
C58	39.27	25.00	N42° 32' 20"W	35.36

Final Plat Notes:

DRIVE-N: Driveway must be installed on the NORTH side of lot, to avoid utility or storm structures.

DRIVE-S: Driveway must be installed on the SOUTH side of lot, to avoid utility or storm structures.

DRIVE-E: Driveway must be installed on the EAST side of lot, to avoid utility or storm structures.

DRIVE-W: Driveway must be installed on the WEST side of lot, to avoid utility or storm structures.

Legend

- Mooring Star Right-of-Way Line
- Street Centerline
- 24" Curb And Gutter
- Lot Line
- Utility Easement Line
- Drainage & Utility Easement Line
- Drainage Easement Area

Set PLS 5319 Cap on 5/8" Iron rebar
Found Iron rebar

GRAPHIC SCALE

0 85 170

1 inch = 60 feet

CERTIFICATE OF AUTHORIZATION — A MILLION MIRACLES SURVEYING PLLC — No. 5321 — ARKANSAS

PROFESSIONAL LAND SURVEYOR — STATE OF ARKANSAS — No. 5319 — Harold Mac Hill

Prepared by:
A MILLION MIRACLES SURVEYING, PLLC
129 W Boles St., Suite A Fayetteville, Arkansas 72701

Project:
FINAL PLAT
WOODLANDS CROSSING
PHASE I

DATE: 2/06/21
SCALE: 1"=60'
JOB: 2021
DREAM STRUCTURES
SHEET: 3/4

OWNER & DEVELOPER:
DREAM STRUCTURES
RESIDENTIAL LLC

City of Bentonville
Project # P921-0002

Q:\Dropbox (AMMS)\A Million Miracles's shared workspace\Projects\2021 Projects\Dream Structures\Woodlands\Civil\dwg_____2021-Final plat\P21-0002- WOODLANDS.jpg PC (XY).C Orig Printed On: 2021-07-06 Printed By: James

FINAL PLAT
WOODLANDS CROSSING
PHASE 1
DREAM STRUCTURES
RESIDENTIAL LLC
A MILLION MIRACLES SURVEYING, PLLC
129 W Boles St., Suite A, Fayetteville, Arkansas 72701
Legend
Final Plat Notes:
UNDISTURBED AREA
MATCHLINE NORTH
MATCHLINE SOUTH

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF WOODLANDS CROSSING PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: FP20-0007).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of Woodlands Crossing, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 20, 2021; and,

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

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

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

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

Section 1: That the final plat of Woodlands Crossing to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Planning**
Submitted by	**Ellen Norvell**
Phone	**(479) 271-3122**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Appeal to City Council of a Planning Commission decision regarding a rezoning request by Real Assets Inc. of land located at 2301 SW Regional Airport Blvd. (Parcels 01-17145-000). A rezoning request from C-1, Neighborhood Commercial to C-2, General Commercial. The Planning Commission voted 6-0 to recommend to the City Council that the petition be denied and that said property not be rezoned from its present classification of C-1, Neighborhood Commercial to C-2, General Commercial.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

CIVIL DESIGN ENGINEERS, INC.

P.O. Box 56, Cave Springs, AR 72718 Phone: (479)381-1066 Email: ffourie@civilde.com

July 1, 2021

Ferdinand Fourie, P.E.
P.O. Box 56
Cave Springs, Arkansas 72718
479.381.1066 Telephone
ffourie@civilde.com

City Council
City of Bentonville
305 S.W. A Street
Bentonville, AR 72712

Re: Rezone and Future Land Use Plan amendment
Lot 38 Arbor Lane II Addition
2301 S.W. Regional Airport Blvd.
Bentonville, AR 72712

Dear City Council:

We previously submitted a petition to rezone to the Planning Commission for consideration of a 1.58-acre property that is currently zoned C-1 (Neighborhood Commercial) to C-2 (General Commercial). This property is located on the south side of S.W. Regional Airport Blvd. approximately 600-feet east of S.W. Buckeye Street (See enclosed exhibit). This petition to rezone was denied by the Planning Commission at the June 15, 2021 Planning Commission meeting.

One of the reasons for the denial appears to be that the property is shown within a High Density Residential (HDR) area on the Future Land Use Plan. It was also presented by staff that this property was surrounded by medium and high-density residential use classifications, and that a change in zoning would result in spreading more intense commercial along the S.W. Regional Corridor.

To the south of this property there is existing medium and high density residential, but along S.W. Regional Blvd, it is generally commercial use, as you would expect along a major arterial boulevard which S.W. Regional Blvd is classified as.

Across S.W Regional to the north, it is currently undeveloped land that is zoned agricultural, and although this area is shown to be high-density residential on the Future Land Use Plan, it is conceivable that commercial use would be more appropriate directly along the major arterial as well.

Since commercial real estate is largely limited to areas along major arterial roadways, it seems that it would be in the public interest to preserve these high traffic areas for commercial use. It would provide a larger sales tax base to maintain these areas as commercial, and it seems unsafe to purposely locate residential areas along noisy high traffic corridors. Furthermore, to this point then, relocating commercial areas within residential districts would only increase traffic in those areas which seems counterproductive to supporting safe neighborhoods.

Therefore, we ask for reconsideration of this property rezoning request to C2 (General Commercial).

Sincerely,

[redacted]

Ferdi Fourie, P.E.

Project Engineer



FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT

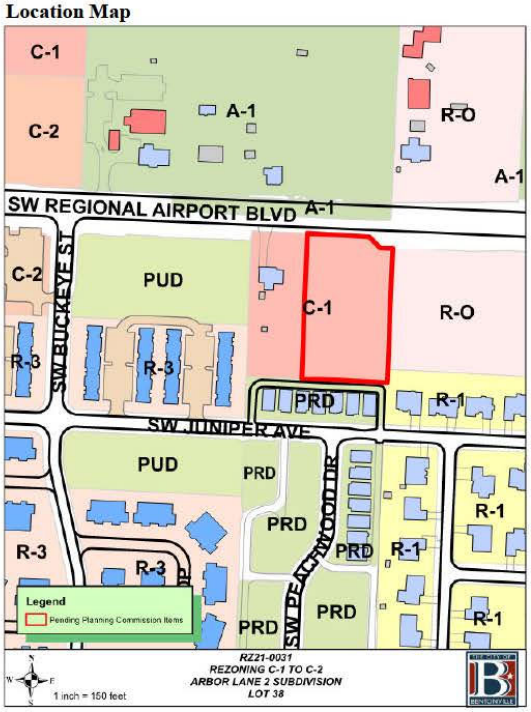
Real Assets

2301 SW Regional Airport Boulevard
PC Date: 6/15/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0031
Applicant / Current Owner	Real Assets, Inc.
Site Area	+/- 1.58 acres
Current Zoning	C-1, Neighborhood Commercial
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	High Density Residential (HDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 2301 SW Regional Airport Boulevard. The property is currently zoned C-1, Neighborhood Commercial. Surrounding zoning districts are A-1, Agricultural to the north, R-O, Residential Office to the east, PRD, Planned Residential Development to the South, and PUD, Planned Unit Development and R-3, Medium Density Residential to the west.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as High-Density Residential. The applicant is requesting a change in the Future Land Use Plan to General Commercial. General Commercial areas typically include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged. General commercial uses should balance access between pedestrians and vehicles and the impacts of parking should be minimized.

The property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Land Use Plan. This area is intended to support the development of vacant properties already served by infrastructure within the context of existing development (pg. 44).

Public Comment
Staff has not received public comments regarding this rezoning request.

Analysis
According to the applicant's narrative, the intent of the rezoning request is to develop a landscape material retail store. Immediately surrounding this property, the future land use classifications are medium and high density residential. A change in zoning would result in spreading more intense commercial along the corridor, instead of focusing it more on major intersections.

Conclusion
Planning staff has reviewed this rezoning and Future Land Use Map request. Due to the surrounding residential development and the proximity to a major intersection, staff recommends denial of the Future Land Use Map Amendment and of the rezoning request.


C-1
C-2
A-1
R-O
A-1
SW REGIONAL AIRPORT BLVD
A-1
C-2
SW BUCKEYE ST
PUD
C-1
R-O
R-3
R-3
PRD
R-1
SW JUNIPER AVE
PUD
PRD
PRD
SW PEACHWOOD DR
R-1
R-3
R-3
PRD
R-1
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PRD
PRD
R-1
Legend
Pending Planning Commission Items
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1 inch = 150 feet
RZ21-0031
REZONING C-1 TO C-2
ARBOR LANE 2 SUBDIVISION
LOT 38
THE CITY OF
BENTONVILLE

CIVIL DESIGN ENGINEERS, INC.

P.O. Box 56, Cave Springs, AR 72718 Phone: (479)381-1066 Email: ffourie@civilde.com

May 10, 2021

Ferdinand Fourie, P.E.
P.O. Box 56
Cave Springs, Arkansas 72718
479.381.1066 Telephone
ffourie@civilde.com

Re: Request for Rezoning
Lot 38 Arbor Lane II Addition
2301 S.W. Regional Airport Blvd.
Bentonville, AR 72712

The 1.58-acre property is currently zoned C-1 (Neighborhood Commercial). The proposed zoning is C-2 (General Commercial), which will allow for the development of the property for a landscape material retail store.

The property is adjacent to S.W. Regional Airport Blvd to the north of the site which is designated as an arterial boulevard on the city Master Street plan.

Although developed commercial use is prevalent along S.W. Regional Blvd the property is along an area that has not been developed yet. The adjacent area to the west is zoned C-1, to the south PRD (Planned Residential district), and to the east R-O (Residential Office).

Across the street to the north is undeveloped land that is zoned agricultural.

A 12-inch public sewer line and 18-inch water line is along the south side of S.W. Regional Blvd at the property.

Signage and building appearance will be addressed as part of a future Large-Scale Development and signage permit.

Please let me know if you have any questions.

Thank you,

[redacted]

Ferdi Fourie, P.E.
Project Engineer
FF/FF

CIVIL DESIGN ENGINEERS, INC.

P.O. Box 56, Cave Springs, AR 72718 Phone: (479)381-1066 Email: ffourie@civilde.com

May 14, 2021

Ferdinand Fourie, P.E.
P.O. Box 56
Cave Springs, Arkansas 72718
479.381.1066 Telephone
ffourie@civilde.com

Re: Request to amend the Future Land Use Plan
Lot 38 Arbor Lane II Addition
2301 S.W. Regional Airport Blvd.
Bentonville, AR 72712

Please accept this letter as request to amend the Future Land Use Plan to accompany the rezoning request for this property from C1 to C2.

According to the Zoning Districts policy map the property falls within Priority Area 3 (Edge Growth), and is shown as High Density Residential on the Future Land Use Map. We request this to be amended to General Commercial.

Our request to amend this to General Commercial is based on the following:

1. The property is already zoned for commercial use and not high density residential.
2. The property frontage is an arterial street (SW Regional Blvd). There are limited real estate located along major thoroughfare roadways which would be more appropriate for commercial use than residential use.
3. The majority area along this arterial is already existing commercial use, even within the boundary of the High Density Residential use indicated on the Future Land Use Map.
4. Residential developments along a busy arterial thoroughfare roadway is less safe than locating these developments behind commercial districts which should be along these roadways.

Please let me know if you have any questions.

Thank you,

[redacted]

Ferdi Fourie, P.E.
Project Engineer
FF/FF

General Commercial

Future Land Use Plan Category Description

Res. No. 10-23-18A



Description

General commercial areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged, but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

C-2, General Commercial

The C-2 District represents the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.

Maximum Density Allowed: N/A

Maximum Height Allowed: 60 feet

Height Exception: Any structure exceeding the listed maximum height shall be set back an additional 1 foot for each foot in excess of the maximum height allowed for that district.

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
C-2	All	7,000	-	70'	-	60%	60%

Minimum Setback Standards:

District	Front		Side		Rear	
	Parking in front	No parking in front	Adjacent to non-residential district	Adjacent to residential district	Adjacent to non-residential district	Adjacent to residential district
C-2	50'	20'	7'	30'	20'	30'

Updated 02-11-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

C-2, General Commercial

ALLOWED BY RIGHT

Agriculture and Animals
Animal clinic
Animal - domestic or household
Botanical garden
Greenhouse
Plant nursery

Residential
Residential facility - assisted living
Residential facility - extended medical care
Residential facility - temporary shelter

Services
Adult day care
ATM machine
Auction house
Auto or equipment auction
Automobile repair
Car wash
Cemetery or mausoleum
Child care - commercial
Child care - residential (4 children)
Financial institution
Funeral home
Governmental services facility
Lodging - hotel / motel
Maintenance service
Medical services - hospital
Medical services - doctor office
Medical services - urgent care clinic
Medical services - laboratory
Medical services - substance abuse or mental health treatment clinic
Office - small scale (≤ 4,000 gsf)
Office - large scale (≥ 4,000 gsf)
Office / warehouse
Personal services
Postal services
Repair services - household
Repair services - equipment, large appliances

Retail
Artisan shop
Auto and vehicle sales/rental
Bakery
Bar, lounge or tavern
Building and landscape material sales
Convenience store
Convenience store that sells beer and/or light wine for off-site consumption
Convenience store that sells beer, light wine/and or spirits for off-site consumption
Equipment rental - indoor
Equipment rental - outdoor
Gas station
Recreational vehicle and boat sales/rental
Outdoor vending - private property
Package liquor store
Restaurant
Restaurant, drive-in
Restaurant, drive-through
Retail - small scale (≤ 4,000 gsf)
Retail - large scale (≥ 4,000 gsf)

Industrial and Warehousing
Laboratory - dental or medical
Laboratory - research
Mini-warehouse storage
Taxidermy

Transportation / Utilities
Broadcasting studio
Parking facility (as principle use)

Recreation, Education & Assembly
Aquarium
Arena / auditorium
Community Center
Commercial recreation facility - indoor
Conference / convention center
Cultural studio
Event center
Library
Museum
Library
Museum
Park – community, mini, neighborhood

CONDITIONAL

Agriculture and Animals
Animal kennel or shelter
Urban farm

Residential
Residential facility - rehabilitation

Recreation, Education & Assembly
Commercial recreation facility - outdoor
Educational facility
Golf course
Outdoor music venue
Religious facilities

Services
Crematory
Public safety services

Retail
Construction / heavy equipment sales/rental
Convenience store that sells beer and/or light wine for off-site consumption within 500 ft. of a city owned park or trail
Convenience store that sells beer, light wine/and or spirits for off-site consumption within 500 ft. of a city owned park or trail
Outdoor vendor park
Package liquor store within 500 ft. of a city owned and maintained park or trail
Restaurant - microbrewery
Sexually oriented business

Industrial and Warehousing
Contractor maintenance yard
Manufacturing and/or distribution plant, alcoholic beverages of every kind and type
Manufacturing and/or distribution plant, alcoholic beverages of every kind and type within 500 ft. of a city owned and maintained park or trail
Mining

Transportation / Utilities
Airport facilities
Transportation facilities excluding airports
Utility facility
Wireless communication facility (cell towers)

Other
Temporary uses

ACCESSORY

Residential
Dwelling - accessory

Transportation / Utilities
Solar energy system
Wind energy system, small

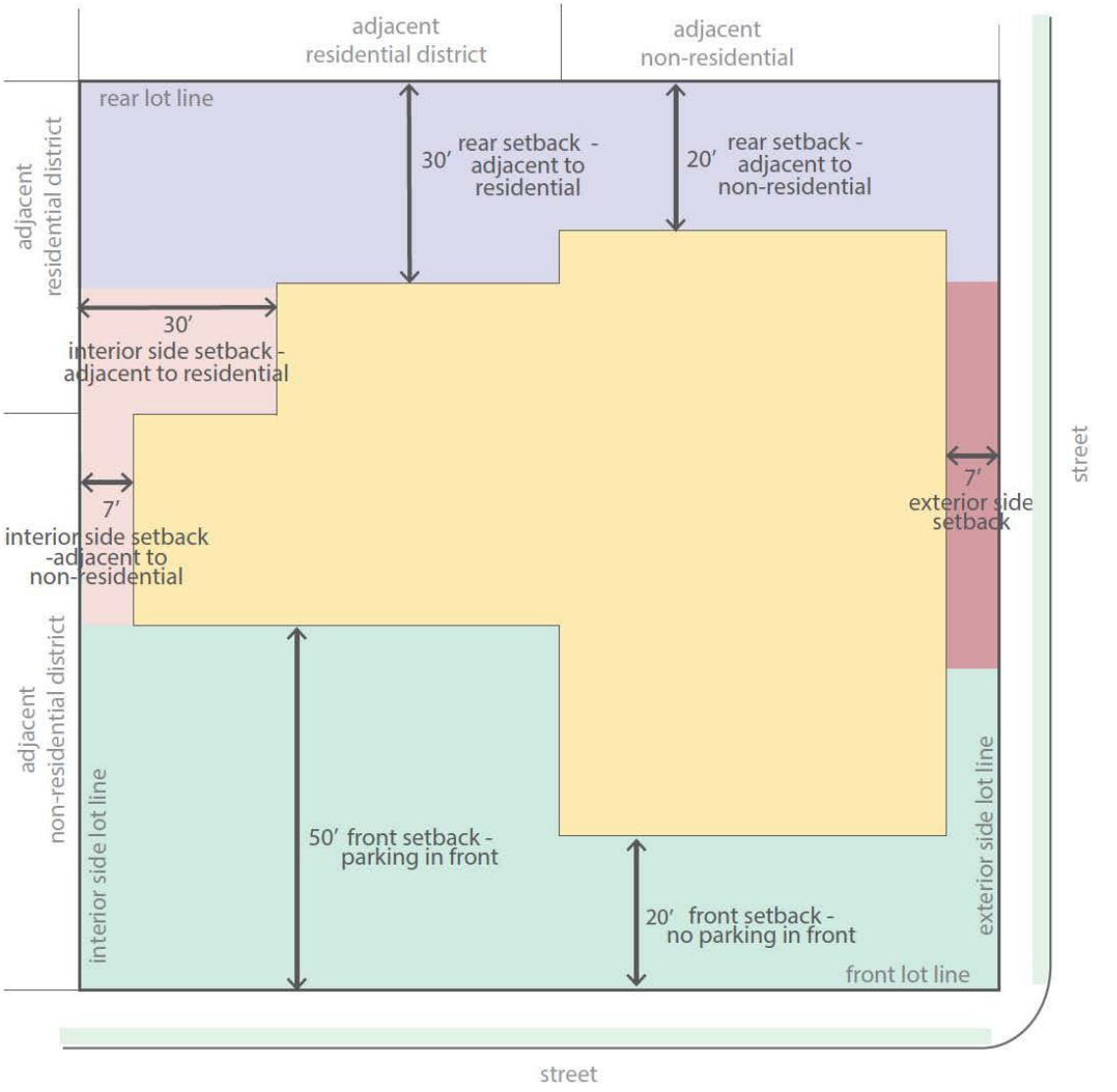
Other
Building, accessory - nonresidential

Updated 02-11-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

C-2, General Commercial

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-1, NEIGHBORHOOD COMMERCIAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ21-0031).

WHEREAS, Real Assets, Inc. 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-1, Neighborhood Commercial to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

> Lot 38 of Arbor Lane II Addition to the City of Bentonville, Benton County Arkansas, as shown on a plat filed under book and page L201806443 and containing 1.58-acres more or less, subject to easements and rights of way of record, if any.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 15, 2021 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 denied and that said property not be rezoned from its present classification of C-1, Neighborhood Commercial to C-2, General Commercial.

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

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

PASSED AND APPROVED this _____ day of _____ 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Comprehensive Planning**
Submitted by	**Shelli Kerr, AICP**
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):*

Recognition by City Council of Kathy and Terry Muldoon of 231 S. Main Street. The property's landscaping was nominated by a Bentonville resident and is the July Residential Landscaping of the Month award winner.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

MEMO

Date: July 27, 2021
To: Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
RE: Residential Landscaping of the Month Award

The Tree and Landscape Advisory Committee has awarded Kathy and Terry Muldoon of 231 S. Main Street as the winner for the July Residential Landscaping of the Month Award. The property was nominated by a Bentonville resident.





About the Award

The Residential Landscaping of the Month Award recognizes the hard work and pride exhibited by Bentonville residents because we are proud to have a community that strives to beautify their homes, neighborhoods, and the City of Bentonville.

The award was created to recognize Bentonville residents who have improved and maintained the exterior landscaping of their homes. The award is intended to inspire others to take pride in their home, improve their landscaping, pick up litter, and to improve the quality of life in the City of Bentonville.

The evaluation criteria are based on five categories: consistent maintenance, tasteful and creative landscaping, lawn accents, good use of seasonal color, and overall appearance.

Award winners are honored by the Mayor with a certificate and are presented with a decorative yard sign designating their landscaping as a winner. A photograph of the award winning landscaping will be placed in the next edition of the City of Bentonville's newsletter, the Bentonville Focus.

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Administration**
Submitted by	**Ed Wheeler**
Phone	**(479) 271-3191**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☑ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Informational Item - Presentation by Johanson & Associates on salary survey results.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Administration**
Submitted by	**Ed Wheeler**
Phone	**(479) 271-3191**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Ordinance requesting City Council approve the revised 2021 City pay plan. This revision is the result of the recently completed salary survey and were recommended as part of the salary survey results. Adoption of this pay plan will result in pay adjustments to some employees however no budget adjustments are associated with the adoption of this revised plan.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

26 July, 2021

To: Bentonville City Council

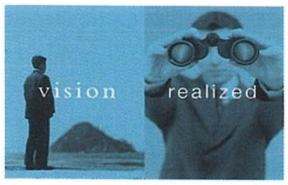
From: Human Resources

Subject: Memo Concerning Adoption of the Revised 2021 Pay Plan

1. Staff recommends that the City Council approve the adoption of the revised 2021 pay plan – modifying the current version of the City 2021 pay plan.

2. The City contracted a consultant to conduct a salary survey for all full-time and part-time hourly, salaried, and elected positions. As part of those results, the consultant recommended changes to the current pay ranges. These changes realigned our current pay ranges to bring them into line with the salary survey results and to make and keep up competitive with the local and regional job markets.

3. Adopting the recommendations will require modifications of some existing pay ranges, and will result in some pay adjustments to employees who now fall below the minimum of their new pay ranges. There are no additional costs associated with making these changes.



johanson | group

2928 N McKee Circle, Ste 123
Fayetteville, Arkansas 72703
479.521.2697 [telephone]
479.521.5453 [facsimile]
www.johansongroup.net

CONSULTANT RECOMMENDATIONS FROM THE SALARY SURVEY

1. End the practice of adding the annual Cost of Living Allowance (COLA) percentage to the pay plan pay ranges.
2. Review pay plan ranges every 2 years.
3. Realign the Non-Exempt pay ranges to align with the salary survey results.
4. Realign the Exempt pay ranges to align with the salary survey results.
5. Restructure the Telecommunicator pay ranges to create more competitive hiring ranges and improve retention of existing staff.
6. Adopt minor adjustments to the uniformed police pay ranges.
7. Adopt minor adjustments to the uniformed fire pay ranges.
8. Adopt minor adjustments to the electric department pay ranges (non-lineman positions).
9. Design a water utilities pay range that consolidates water, wastewater collection, and wastewater treatment positions under a single pay plan that is more in line with the pay plans of other public and private water utility organizations.

CITY OF BENTONVILLE
2021 (REVISED) NON-EXEMPT PAY RANGES

GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
14	N	CUSTODIAN I	HOURLY	13.83	17.29	20.74
14	N	LIBRARY SPECIALIST I	ANNUAL	28,764	35,953	43,146
14	N	PARKS MAINTENANCE WORKER I				
15	N	BUILDING PERMIT CLERK I	HOURLY	14.91	18.67	22.43
15	N	BUILDING PLANS EXAMINER I	ANNUAL	31,013	38,834	46,654
15	N	COMPOST ATTENDANT				
15	N	CUSTODIAN II				
15	N	CUSTOMER ACCOUNT REP I				
15	N	DEPUTY COURT CLERK I				
15	N	METER READER I				
15	N	PARKS MAINTENANCE WORKER II				
15	N	POLICE CLERK I				
15	N	PROBATION CLERK				
15	N	ADMINISTRATIVE ASSISTANT I				
16	N	ACCOUNTING SPECIALIST I	HOURLY	16.08	20.10	24.11
16	N	ANIMAL SERVICES OFFICER	ANNUAL	33,446	41,798	50,149
16	N	CUSTOMER ACCOUNT REP II				
16	N	CUSTOMER BILLING REP I				
16	N	FACILITIES MAINTENANCE TECH I				
16	N	HEAVY EQUIPMENT OPERATOR I				
16	N	PARKS MAINTENANCE WORKER III				
16	N	WAREHOUSE WORKER				
17	N	ACCOUNTING SPECIALIST II	HOURLY	17.20	21.50	25.80
17	N	ADMINISTRATIVE ASSISTANT II	ANNUAL	35,776	44,720	53,664
17	N	BUILDING PERMIT CLERK II				
17	N	DEPUTY COURT CLERK II				
17	N	HEAVY EQUIPMENT OPERATOR II				
17	N	LIBRARY SPECIALIST II				
17	N	METER READER II				
17	N	METER SERVICE WORKER				
17	N	POLICE CLERK II				
17	N	RECREATION SPECIALIST I				
18	N	ADMINISTRATIVE TECHNICIAN	HOURLY	18.32	22.90	27.48
18	N	BUILDING PLANS EXAMINER II	ANNUAL	38,106	47,632	57,158
18	N	CUSTOMER ACCOUNT REP III				
18	N	CUSTOMER BILLING REP II				
18	N	GIS TECHNICIAN I				
18	N	HEAVY EQUIPMENT OPERATOR III				
18	N	HUMAN RESOURCES SPECIALIST				
18	N	MECHANIC - PARKS				
18	N	RECREATION SPECIALIST II				
18	N	SIGN SHOP/STRIPING TECHNICIAN				

CITY OF BENTONVILLE
2021 (REVISED) NON-EXEMPT PAY RANGES

NEW GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
18	N	ADMINISTRATIVE TECHNICIAN	HOURLY	18.32	22.90	27.48
18	N	BUILDING PLANS EXAMINER II	ANNUAL	38,106	47,632	57,158
18	N	CUSTOMER ACCOUNT REP III				
18	N	CUSTOMER BILLING REP II				
18	N	GIS TECHNICIAN I				
18	N	HEAVY EQUIPMENT OPERATOR III				
18	N	HUMAN RESOURCES SPECIALIST				
18	N	MECHANIC - PARKS				
18	N	RECREATION SPECIALIST II				
18	N	SIGN SHOP/STRIPING TECHNICIAN				
19	N	ANIMAL SERVICES SUPERVISOR	HOURLY	19.45	24.31	29.17
19	N	BUILDING PERMIT ADMINISTRATOR	ANNUAL	40,456	50,565	60,674
19	N	CHIEF DEPUTY COURT CLERK				
19	N	CREW LEADER - CUSTODIAL				
19	N	CREW LEADER - COMPOST				
19	n	CREW LEADER - INVENTORY				
19	N	CREW LEADER - PARKS				
19	N	CREW LEADER - STREET				
19	N	EXECUTIVE ASSISTANT				
19	N	FACILITIES MAINTENANCE TECH II				
19	N	PARALEGAL				
19	N	POLICE RECORDS SUPERVISOR				
19	N	PROBATION OFFICER/BAILIFF				
19	N	RECREATIONAL SPECIALIST III				
19	N	SYSTEMS TECHNICIAN I				
20	N	ACCOUNTING SPECIALIST III	HOURLY	20.57	25.71	30.85
20	N	BUILDING INSPECTOR	ANNUAL	42,786	53,477	64,168
20	N	BUILDING PLANS EXAMINER III				
20	N	CODE ENFORCEMENT OFFICER				
20	N	GIS TECHNICIAN II				
20	n	FINANCIAL ANALYST				
20	N	HORTICULTURLIST				
20	N	MECHANIC - STREET				
20	N	PLANNING TECHNICIAN				
20	N	SYSTEMS TECHNICIAN II				
20	N	TURF MAINTENANCE SPECIALIST				
20	N	URBAN FORESTER				
21	N	CONSTRUCTION INSPECTOR	HOURLY	21.69	27.12	32.54
21	N	CUSTODIAL FOREMAN	ANNUAL	45,115	56,399	67,683
21	N	CUSTOMER ACCOUNT SUPERVISOR				
21	N	ENGINEER PROJECT/PERMIT COORD.				
21	N	LIBRARIAN				
21	N	METER FOREMAN				
21	N	PARKS FOREMAN				
21	N	PLANNER				
21	N	RECREATION PROGRAM SUPERVISOR				
21	N	TRAFFIC TECHNICIAN				

CITY OF BENTONVILLE
2021 (REVISED) NON-EXEMPT PAY RANGES

NEW GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
22	N	FACILITIES MAINTENANCE TECH III	HOURLY	22.81	28.52	34.22
22	N	GIS ANALYST	ANNUAL	47,445	59,311	71,178
22	N	SYSTEMS TECHNICIAN III				
23	N	GIS COORDINATOR	HOURLY	23.94	29.93	35.91
			ANNUAL	49,795	62,244	74,693
24	N	RESERVED FOR FUTURE GROWTH	HOURLY	25.06	31.33	37.59
			ANNUAL	52,125	65,156	78,187
25	N	RESERVED FOR FUTURE GROWTH	HOURLY	26.75	33.44	40.12
			ANNUAL	55,640	69,545	83,450
26	N	RESERVED FOR FUTURE GROWTH	HOURLY	28.99	36.24	43.49
			ANNUAL	60,299	75,379	90,459

Note: Annual salaries are calculated from **hourly** rates of pay, using 2080 hours per year.

ADD-PAY TITLE	**AMOUNT**	**CODE**
Associates Degree	$35.00/PP	DA
Bachelors Degree	$100.00/PP	DB
Masters/PE/CPA	$150.00/PP	DM
Bi-lingual	$100.00/PP	BL

CITY OF BENTONVILLE
2021 WATER UTILITIES PAY RANGES

GRADE	STATUS	JOB TITLE		MIN	MID	MAX
101	N	WATER DISTRIBUTION OPERATOR I (ASSOCIATE)	HOURLY	17.79	21.80	25.80
101	N	WASTEWATER COLLECTION OPERATOR I (ASSOCIATE)	ANNUAL	37,003	45,334	53,664
101	N	WWRF OPERATIONS TECHNICIAN I				
101	N	WWRF LAB TECHNICIAN I				
101	N	WWRF COMPOST TECHNICIAN I				
101	N	WWRF MAINTENANCE TECHNICIAN I				
102	N	WATER DISTRIBUTION OPERATOR II (INTERMEDIATE)	HOURLY	19.07	23.28	27.48
102	N	WASTEWATER COLLECTION OPERATOR II (INTERMEDIATE)	ANNUAL	39,666	48,412	57,158
102	N	WWRF OPERATIONS TECHNICIAN II				
102	N	WWRF LAB TECHNICIAN II				
102	N	WWRF COMPOST TECHNICIAN II				
102	N	WWRF MAINTENANCE TECHNICIAN II				
103	N	WATER DISTRIBUTION OPERATOR III (SENIOR)	HOURLY	20.42	24.80	29.17
103	N	WASTEWATER COLLECTION OPERATOR III (SENIOR)	ANNUAL	42,474	51,574	60,674
103	N	WWRF MAINTENANCE TECHNICIAN III				
103	N	WWRF LAB TECHNICIAN III				
103	N	WWRF OPERATIONS TECHNICIAN III				
103	N	WWRF COMPOST TECHNICIAN III				
104	N	WATER DISTRIBUTION CONTROLLER	HOURLY	20.57	25.71	30.85
104	N	WATER UTILITIES METER TECHNICIAN	ANNUAL	42,786	53,477	64,168
104	N	WATER UTILITIES DAMAGE PREVENTION SPECIALIST				
105	N	WATER DISTRIBUTION CREW LEADER	HOURLY	21.69	27.12	32.54
105	N	WW COLLECTION CREW LEADER	ANNUAL	45,115	56,399	67,683
105	N	WWRF COMPOST CREW LEADER				

CITY OF BENTONVILLE
2021 WATER UTILITIES PAY RANGES

GRADE	STATUS	JOB TITLE		MIN	MID	MAX
106	N	WATER NEW SERVICE COORDINATOR	HOURLY	22.81	28.52	34.22
106	N	WATER CROSS-CONNECTION CONTROL COORDINATOR	ANNUAL	47,445	59,311	71,178
106	N	WATER PRE-TREATMENT COORDINATOR				
107	N	WWRF COMPOST FOREMAN	HOURLY	23.94	29.93	35.91
107	N	WWRF MAINTENANCE FOREMAN	ANNUAL	49,795	62,244	74,693
107	N					
107	N					
108	N		HOURLY	25.06	31.33	37.59
108	N		ANNUAL	52,125	65,156	78,187
109	N	WATER UTILITIES SYSTEMS TECHNICIAN	HOURLY	26.75	33.44	40.12
109	N	WATER CONSTRUCTION INSPECTOR	ANNUAL	55,640	69,545	83,450
109	N					
109	N					
110	N	WATER UTILITY TECHNICAL SUPERVISOR	HOURLY	28.99	36.24	43.49
110	N	WATER UTILITY OPERATIONS SUPERVISOR	ANNUAL	60,299	75,379	90,459
110	N	WATER DISTRIBUTION SUPERVISOR				
110	N	WASTEWATER COLLECTIONS SUPERVISOR				
110	N	WWRF OPERATIONS SUPERVISOR				
110	N	WWRF LAB SUPERVISOR				

CITY OF BENTONVILLE
2021 WATER UTILITIES PAY RANGES

NEW GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
201	E	WWRF ASST MANAGER	HOURLY	28.99	37.47	45.94
			ANNUAL	60,299	77,927	95,555
202	E	WWRF MANAGER	HOURLY	30.12	40.70	51.28
202	E	WATER UTILITY TECHNICAL MANAGER	ANNUAL	62,650	84,656	106,662
202	E	WATER UTILITY CONSTRUCTION MANAGER				
203	E	DEPUTY DIRECTOR WATER UTILITY	HOURLY	36.40	49.19	61.98
			ANNUAL	75,712	102,315	128,918
204	E	DIRECTOR WATER UTILITY	HOURLY	45.82	61.92	78.02
			ANNUAL	95,306	128,794	162,282

ADD-PAY TITLE	AMOUNT	CODE
Associates Degree	$35.00/PP	DA
Bachelors Degree	$100.00/PP	DB
Masters/PE/CPA	$150.00/PP	DM
Bi-lingual	$100.00/PP	BL

CITY OF BENTONVILLE
2021 (REVISED) ELECTRIC DEPARTMENT PAY RANGES

GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
91	N	APP ELECTRIC ENGINEERING TECH	HOURLY	18.43	24.77	27.65
91	N	APPRENTICE LINEMAN I/II	ANNUAL	38,334	51,522	57,512
91	N	ELECTRIC CAD TECHNICIAN				
91	N	TREE TRIMMER I				
92	N	APPRENTICE LINEMAN III	HOURLY	25.48	26.96	32.64
92	N	ELECTRIC ENGINEERING TECH I	ANNAUL	52,998	56,077	67,891
92	N	ELECTRIC TECHNICIAN I				
92	N	NEW SERVICE COORDINATOR I				
92	N	TREE TRIMMER II				
93	N	APPRENTICE LINEMAN IV	HOURLY	29.07	30.35	31.62
93	N	ELECTRIC ENGINEERING TECH II	ANNUAL	60,466	63,118	65,770
93	N	ELECTRIC TECHNICIAN II				
93	N	NEW SERVICE COORDIANTOR II				
93	N	POWERLINE ELECTRICIAN I				
93	N	TREE TRIMMER III				
94	N	ELECTRIC ENGINEERING TECH III	HOURLY	33.51	37.41	41.30
94	N	ELECTRIC TECHNICIAN III	ANNUAL	69,701	77,802	85,904
94	N	NEW SERVICE COORDINATOR III				
94	N	POWERLINE ELECTRICIAN II				
94	N	TREE TRIMMING CREW LEADER				
95	N	JOURNEYMAN ELECTRICIAN	HOURLY	43.05	43.05	43.05
95	N	CONSTRUCTION COORDINATOR	ANNUAL	89,544	89,544	89,544
95	N	SAFETY COMPLIANCE OFFICER				
95A	N	ELECTRIC DEVELOPMENT COORD.	HOURLY	39.00	42.00	45.00
			ANNUAL	81,120	87,360	93,600
96	N	ELECTRIC CREW LEADER	HOURLY	45.59	45.59	45.59
96	N	SUBSTATION TECH CREW LEADER	ANNUAL	94,827	94,827	94,827
96A	E	ASST ELECTRIC ENGINEER. MANAGER	HOURLY	40.00	44.00	48.00
			ANNUAL	83,200	91,520	99,840
97	N	FIELD ELECTRIC SUPERVISOR	HOURLY	48.12	48.12	48.12
			ANNUAL	100,090	100,090	100,090
97	N	FIELD ELECTRIC SUPERVISOR	HOURLY	48.12	48.12	48.12
			ANNUAL	100,090	100,090	100,090
98	E	ASST ELECTRIC UTILITY MANAGER	HOURLY	42.41	57.24	72.06
			ANNUAL	88,213	119,049	149,885

Bi-Lingual	**$100.00/PP**	**BL**

CITY OF BENTONVILLE
2021 (REVISED) EXEMPT PAY RANGES

GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
33	E	ACCOUNTANT	HOURLY	26.98	36.46	45.94
33	E	APPLICATIONS MANAGER	ANNUAL	56,118	75,837	95,555
33	E	ASST STREET DEPT MANAGER				
33	E	ASST PW MAINT DEPT MANAGER				
33	E	BIKE & PEDESTRIAN PLANNER				
33	E	BILLING & COLLECTIONS MANAGER				
33	E	CHIEF BUILDING INSPECTOR				
33	E	ENGINEERING PROJECT MANAGER				
33	E	INVENTORY MANAGER				
33	E	NETWORK ADMINISTRATOR				
33	E	PARKS PLANNER				
33	E	PURCHASING MANAGER				
33	E	SENIOR LIBRARIAN				
33	E	SENIOR PLANNER				
33	E	STORMWATER COORDINATOR				
34	E	ANIMAL SERVICES MANAGER	HOURLY	30.12	40.70	51.28
34	E	CHIEF COURT CLERK	ANNUAL	62,650	84,656	106,662
34	E	PARKS MAINTENANCE MANAGER				
34	E	PW MAINTENANCE MANAGER				
34	E	RECREATION SERVICES MANAGER				
34	E	STAFF ENGINEER				
34	E	STREET DEPARTMENT MANAGER				
34	E	SYSTEMS ADMINISTRATOR				
35	E	COMPREHENSIVE PLANNING MGR	HOURLY	33.26	44.95	56.63
35	E	PLANNING SERVICES MANAGER	ANNUAL	69,181	93,486	117,790
36	E	ASSISTANT FINANCE DIRECTOR	HOURLY	36.40	49.19	61.98
36	E	HUMAN RESOURCES MANAGER		75,712	102,315	128,918
37	E	ASSOCIATE STAFF ATTORNEY	HOURLY	39.54	53.44	67.33
37	E	CITY ENGINEER	ANNUAL	82,243	111,145	140,046
37	E	IT DIRECTOR				
37	E	LIBRARY DIRECTOR				
38	E	DIRECTOR OF ADMINISTRATION	HOURLY	42.73	57.71	72.68
38	E	PARKS & RECREATION DIRECTOR	ANNUAL	88,878	120,026	151,174
38	E	COMMUNITY DEVELOPMENT DIR				
38	E	TRANSPORTATION DIRECTOR				
39	E	FINANCE DIRECTOR	HOURLY	45.82	61.92	78.02
39A	E	ELECTRIC UTILITY DIRECTOR	HOURLY	$48.96	66.17	$83.37
		STAFF ATTORNEY	ANNUAL	101,837	137,623	173,410

ADD-PAY TITLE	AMOUNT	CODE
Associates Degree	$35.00/PP	DA
Bachelors Degree	$100.00/PP	DB
Masters/PE/CPA	$150.00/PP	DM
Bi-lingual	$100.00/PP	BL

CITY OF BENTONVILLE
2021 (REVISED) POLICE DEPARTMENT PAY RANGES

GRADE	JOB TITLE		MIN	MID	MAX
60A	TELECOMMUNICATOR I (TRAINING)	HOURLY	17.84	17.84	17.84
		ANNUAL	37,107	37,107	37,107
60B	TELECOMMUNICATOR II	HOURLY	18.80	21.92	25.04
		ANNUAL	39,104	45,594	52,083
60C	TELECOMMUNICATOR III	HOURLY	19.75	23.69	27.63
		ANNUAL	41,080	49,275	57,470
61	TELECOMMUNICATOR SHIFT SUPV.	HOURLY	22.03	27.25	32.46
61	TRAINER / QA COORDINATOR	ANNUAL	45,822	56,670	67,517
62	TELECOMMUNICATIONS MANAGER	HOURLY	27.42	35.18	42.94
		ANNUAL	57,034	73,174	89,315
40	POLICE OFFICER I	HOURLY	19.67	24.39	29.11
		ANNUAL	40,914	50,731	60,549
41	POLICE OFFICER II	HOURLY	21.61	26.82	32.03
		ANNUAL	44,949	55,786	66,622
42	POLICE CORPORAL	HOURLY	23.78	29.51	35.23
		ANNUAL	49,462	61,370	73,278
43	POLICE SERGEANT	HOURLY	26.25	32.50	38.74
		ANNUAL	54,600	67,590	80,579
44	POLICE LIEUTENANT	HOURLY	31.68	39.68	47.67
		ANNUAL	65,894	82,524	99,154
45	POLICE CAPTAIN	HOURLY	34.52	44.85	55.18
		ANNUAL	71,802	93,288	114,774
46	RESERVED FOR FUTURE USE	HOURLY	36.60	47.58	58.56
		ANNUAL	76,128	98,966	121,805
47	POLICE CHIEF	HOURLY	43.34	56.34	69.33
		ANNUAL	90,147	117,177	144,206

General Certificate	$15.00	GN	Special Response Team Leader	$115.00	SL
Intermediate Certificate	$30.00	IN	CID	$115.00	CD
Advanced Certificate	$45.00	AD	K-9 Officer	$115.00	K9
Senior Certificate	$60.00	SN	Bomb Commander	$231.00	BC
Instructor - General Certificate	$30.00	IG	Bomb Technician	$154.00	BT
Instructor - Intermed. Certificate	$45.00	II	CID Stand-By Pay	$210.00	NONE
Instructor - Advanced Certificate	$60.00	IA	ACOAdvanced Certificate	$45.00	AA
Instructor - Senior Certificate	$75.00	IS	ACO Senior Certificate	$60.00	AS
Chief Level I Certificate	$45.00	C1	Associates Degree Add Pay	$35.00	DA
Chief Level II Certificate	$60.00	C2	Bachelors Degree Add Pay	$100.00	DB
Chief Level III Certificate	$75.00	C3	Master Degree/PE/CPA Add Pay	$150.00	DM
Field Training Officer	$75.00	C3	Bi-Lingual Add Pay	$100.00	BL
Special Response Team	$30.00	FT			
	$75.00	SR			

CITY OF BENTONVILLE
2021 (REVISED) UNIFORMED FIRE DEPARTMENT PAY RANGES

GRADE	FLSA	JOB TITLE		MIN	MID	MAX
52	N	FIREFIGHTER I (2990)	HOURLY	13.00	16.23	19.46
			ANNUAL	38,870	48,528	58,185
52A	N	FIREFIGHTER I - PARAMEDIC (2990)	HOURLY	16.45	19.68	22.91
			ANNUAL	49,186	58,843	68,501
53	N	FIREFIGHTER II (2990)	HOURLY	13.88	17.59	21.30
			ANNUAL	41,501	52,594	63,687
53A	N	FIREFIGHTER II - PARAMEDIC (2990)	HOURLY	17.31	21.03	24.74
			ANNUAL	51,757	62,865	73,973
54	N	FIREFIGHTER/ENGR (2990)	HOURLY	15.18	18.85	22.52
			ANNUAL	45,388	56,362	67,335
54A	N	FIREFIGHTER/ENGR - PARAMEDIC (2990)	HOURLY	18.79	22.38	25.96
			ANNUAL	56,182	66,901	77,620
54B	N	FIRE INSPECTOR (2080)	HOURLY	21.56	26.97	32.37
			ANNUAL	44,845	56,087	67,330
54C	N	FIRE INSPECTOR - PARAMEDIC (2080)	HOURLY	26.50	31.91	37.31
			ANNUAL	55,120	66,362	77,605
55	N	FIRE CAPTAIN (2990)	HOURLY	18.84	23.39	27.93
				56,332	69,921	83,511
55A	N	FIRE CAPTAIN - PARAMEDIC (2990	HOURLY	22.44	26.91	31.38
			ANNUAL	67,096	80,461	93,826
55B	N	ASST. FIRE MARSHAL (2080)	HOURLY	25.84	33.00	40.15
			ANNUAL	53,747	68,630	83,512
55C	N	ASST. FIRE MARSHAL - PARAMEDIC (2080	HOURLY	30.79	37.95	45.11
			ANNUAL	64,043	78,936	93,829
56	N	BATTALION CHIEF (2990)	HOURLY	23.40	28.99	34.30
			ANNUAL	69,966	86,680	102,557
56A	N	BATTALION CHIEF - PARAMEDIC (2990)	HOURLY	27.09	32.58	37.75
			ANNUAL	80,999	97,414	112,873
56B	N	DIVISION CHIEF (2080)	HOURLY	32.56	40.47	48.37
			ANNUAL	67,725	84,167	100,610
56C	N	DIVISION CHIEF- PARAMEDIC (2080)	HOURLY	37.77	45.55	53.32
			ANNUAL	78,562	94,734	110,906
57	N	DEPUTY FIRE CHIEF - PARAMEDIC (2080)	HOURLY	40.85	50.74	60.63
			ANNUAL	84,968	105,539	126,110
58	E	FIRE CHIEF - PARAMEDIC (2080)	HOURLY	46.86	58.45	70.04
			ANNUAL	97,469	121,576	145,683

Note: For nonexempt (N) "Shift" employees, hourly rates are calculated from **annual** salaries, using 2990 hours per ye
meaning that the annual salaries shown include payments for automatic overtime. Holiday pay is calculated
separately and added on top of that.

City of Bentonville Effective: 7/27/2021

For all other Non-Exempt (40 hour/week) employees, annual salaries are calculated from **hourly** rates of pay using 2080 hours per year.
For exempt (E) employees, hourly rates are calculated from **annual** salaries, also using 2080 hrs per year.

Nonexempt firefighters with special designations will have the following added to their pay each pay period.

TITLE	Amount	Pay Code
Paramedic -in-Training (Prerequsite)	$96.16	PP
Paramedic-in-Training (Actual)	$192.31	PA
HAZMAT Team Specialist	$75.00	HT
HAZMAT Team Technician	$75.00	H2
HAZMAT/TRT Team Coordinator	$100.00	HC
Tactical Rescue Team (Special Ops)	$75.00	SO
Special Resonse Team	$75.00	SR
Special Response Team Leader	$115.00	SL
Associates Degree	$35.00	DA
Bachelors Degree	$100.00	DB
Masters degree/PE/CPA	$150.00	DM
Bi-Lingual	$100.00	BL

CITY OF BENTONVILLE
2021 (REVISED) ELECTED OFFICIALS SALARIES

GRADE	JOB TITLE		CURRENT
70	ELECTED CITY ATTORNEY (P/T)	MONTHLY ANNUAL	1745.33 20,944
71	CITY CLERK	MONTHLY ANNUAL	1127.50 13,530
72	CITY COUNCIL	MONTHLY ANNUAL	818.25 9,819
73A	MAYOR	HOURLY ANNUAL	67.76 140,941

Note: Hourly rates are calculated from annual salaries, using 2080 hours per year.

CITY OF BENTONVILLE
2021 (REVISED) PART-TIME NONEXEMPT PAY RANGES

GRADE	FLSA STATUS	JOB TITLE		MIN	MID	MAX
81	N	P/T Library Clerk I	HOURLY	11.14	13.17	15.20
81	N	P/T Rec Worker I				
81	N	P/T Basic F/F				
82	N	P/T Library Clerk II	HOURLY	11.65	13.68	15.70
82	N	P/T Rec Worker II				
82	N	P/T Lifeguard I				
82	N	P/T Groundskeeper				
82	N	P/T Basic F/F - EMT				
83	N	P/T Library Clerk III	HOURLY	12.16	14.19	16.21
83	N	P/T Rec Worker III				
83	N	P/T Lifeguard II				
83	N	P/T Basic F/F - Paramedic				
84	N	P/T Admin Clerk/Intern	HOURLY	12.66	15.20	17.73
84	N	P/T Library Clerk IV				
84	N	P/T Rec Worker IV				
84	N	P/T Lifeguard III				
84	N	P/T Head Lifeguard I				
84	N	P/T F/F I				
85	N	P/T Rec Worker	HOURLY	13.17	15.70	18.23
85	N	P/T Rec Leader I				
85	N	P/T Head Lifeguard II				
85	N	P/T F/F - EMT				
86	N	P/T Rec Leader II	HOURLY	13.68	16.21	18.74
86	N	P/T Head Lifeguard III				
86	N	P/T F/F - Paramedic				
87	N	P/T Rec Leader III	HOURLY	14.18	17.22	20.26
87	N	P/T Asst. Pool Mgr I				
87	N	P/T F/F II				
88	N	P/T Rec Leader IV	HOURLY	14.69	17.73	20.77
88	N	P/T Asst. Pool Mgr I I				
88	N	P/T F/F II -/EMT				
89	N	P/T Rec Leader V	HOURLY	15.20	18.24	21.27
89	N	P/T Asst. Pool Mgr III				
89	N	P/T F/F II/Paramedic				

ADD PAY TITLE	AMOUNT	CODE
Swimming Instructor I	$80.00/PP	SI-1
Swimming Instructor II	$120.00/PP	SI-2
Swimming Instructor III	$240.00/PP	SI-3
Swimming Instructor IV	$400.00/PP	SI-4

City of Bentonville

Effective: 7/27/2021

ORDINANCE NO. _____

AN ORDINANCE ADOPTING CERTAIN AMENDMENTS TO THE CITY OF BENTONVILLE PAY PLAN AND DECLARING AN EMERGENCY.

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

Section 1: That certain amendments to the City of Bentonville Pay Plan should be, and the same are hereby approved, as attached hereto as Exhibit "A."

Section 2: That because of the immediate need to implement this amendment in order to recruit and retain qualified personnel in order to provide for the public health, safety and welfare, an emergency is declared to exist and this ordinance shall be in full force and effect from and after the date of passage and approval.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Administration**
Submitted by	**Debbie Griffin**
Phone	**(479) 254-2028**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into an agreement with BETA Technologies, Inc. for installation of 1 DC Fast Charge Commercial charging station for aircraft and two Level 2 chargers for electric vehicles in the airport parking lot.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Cost of installation, maintenance and equipment to be paid for by BETA Technologies with annual rental and 10% margin sharing fee paid to the City of Bentonville.

ELECTRIC VEHICLE CHARGING STATION HOST SITE AGREEMENT

This Agreement ("Agreement"), effective as of this ____ day of _____, 2021 (the "Effective Date"), is entered into by and between BETA Technologies, Inc. ("BETA"), a Delaware corporation, having an office and place of business at 1150 Airport Drive South Burlington, VT 05403 and the City of Bentonville ("Site Owner"), owning the property at 2205 SW I Street, Bentonville, AR. Collectively, BETA and the Site Owner are each a "Party" to this Agreement or collectively the "Parties."

WHEREAS, Site Owner desires to have an electric vehicle charging station installed at the Host Site as part of BETA's eVTOL Recharging Network ("Project").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Term**. The term of this Agreement begins on the Effective Date and ends ten (10) years after the Station Activation Date. Either Party may at any time terminate this Agreement with or without cause by providing sixty (60) days prior written notice of termination to the other Party.

2. **Equipment**. One (1) DC Fast Charge Commercial Charging Station for aircraft charging and two (2) Level 2 chargers for electric cars in the parking lot ("Station") will be provided to the Site Owner for installation at the Host Site under this Project, with optionality for three (3) DC Fast Charger Charging Stations for aircraft to be added in the future for a total of (4) four Charging Stations. Product specifications are provided in Attachment A. BETA will choose the shipping method and cover the cost for standard delivery of the Station to the Host Site. If Site Owner desires expedited delivery, BETA will not be responsible for the payment of any expedited delivery charges.

3. **Installation**. BETA will select and engage a company ("Installer") to install the electric vehicle charging station at the Host Site. Final electrical connection of the Station to power (the "Station Activation Date") may only be performed by this Installer. Other installation work prior to the final electrical connection of the Station to power can be performed by Installer or the Site Owner in collaboration with the Installer. The Station is not to be removed from its packaging by any person other than the Installer. Some Station protection (bollards, tire stop, curb, or an elevated wall-mount) is required and signage must comply with BETA'S requirements. Responsibilities and Costs are as stated in Section 19. Installer must provide proof of commercially reasonable general liability insurance. BETA will not permit nor suffer the filing of any mechanics liens against the Host Site and in the event any liens are filed shall promptly cause them to be removed at its own cost and expense.

   BETA shall use due care in any use of this property and in carrying out the activity set forth herein and shall not unreasonably disturb the use of the of the Airport property. BETA covenants and agrees to cause the area to be properly maintained and kept in good order, free and clear from rubbish.

   If at any time, BETA damages the property, BETA shall, at its sole cost and expense, repair, replace and restore the property injured to the same condition as existed previous to its entry upon the particular property as soon as possible.

   In addition to other amounts specified herein, BETA shall initially pay to Site Owner for the contract herein granted, a monthly rental rate of One Dollar ($1.00) per square foot of concrete pad installed at the Host Site. Site Owner may adjust the rental rate from time to time (no more than once per 12 months) in keeping with fair market value following consultation with BETA upon delivery of written notice of said adjustments to the rental rate.

4. **Access to Host Site and Station.** The Site Owner shall at all times provide adequate physical and technological access of the Host Site and Station to BETA and the Installer, provided, however, that nothing contained herein shall require Site Owner to grant access during times of emergency or when public projects make access impractical, or when access would interfere with aeronautical safety or activities. Such access must be consistent with the purpose of the Project. BETA or the Installer will attempt to give the Site Owner a minimum of 48 hours' notice prior to conducting any visit to the Host Site; however, factors outside of BETA's or the Installer's control may not always permit this.

5. **Network Access.** Site Owner will receive, for use with the Station provided by this Project, a BETA Network subscription that will expire upon termination of this Agreement. The Site Owner agrees at all times during the term of this Agreement to not interfere with the Station's connection to the BETA Network.

6. **Access to Information.** Site Owner acknowledges that BETA will be collecting Station usage data, including charge event information, such as when a charge event occurs, energy transferred during the charge event, duration of the plug-in event, and duration of the charging period (collectively "Data"). Site Owner acknowledges that the Data may be

used by BETA for any reasonable purposes, including, without limitation, analyzing usage and charging patterns, the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles, and the efficacy of the Project. Using the BETA station management software. BETA shall not disclose any non-public personal information related to any third parties who utilize the facility.

7. **Operation and Maintenance.** BETA, or its designee, shall take all commercially reasonable measures to ensure the Station and the facility in which it is located are kept secure, operational, and clean. Site Owner shall promptly call BETA to arrange for the repair of any non-functioning charging port on the Station.

8. **Ownership.** BETA shall at all times retain title ownership to the Station. Site Owner hereby provides BETA with a license to use the Host Site for the Station. BETA shall have all legal rights as a licensee to at any time enter upon the Host Site to evaluate and maintain (or in its discretion remove) the Station, provided, however, that BETA shall be responsible to restore the property in the event of damage or should the station be removed

9. **No Right to Remove, Move or Sell the Station.** The Station may not be sold, encumbered, retired, disposed of, removed or moved by Site Owner from its place of installation, prior to the conclusion of this Agreement, without the prior written consent of BETA. Provided, however, that the Station may be removed, pursuant to Arkansas law, for necessary public improvement projects or for reasons related to public health, safety and welfare or aeronautical safety, in which case, BETA shall be entitled to recover funds previously paid to the Site Owner as consideration for this agreement.

The expected operational months for this Project is 120 months after the Station Activation Date.
. BETA shall indemnify Site Owner and its officers, directors, agents and employees to the fullest extent allowed by law from and against any and all (i) Losses to the extent arising from or in connection with any inaccuracy in any of the representations or warranties made by BETA in this Agreement or any breach or nonfulfillment of any of the covenants, obligations or agreements made by BETA in this Agreement, and (ii) third party Losses to the extent directly caused by product defects in the Station.
IN NO EVENT SHALL EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES CALCULATED BASED ON LOST PROFIT OR REVENUES, ARISING OUT OF OR UNDER THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, WITH RESPECT TO LOSSES FOR WHICH INSURANCE COVERAGE IS AVAILABLE, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF RECOVERY FROM THE OTHER PARTY WITH RESPECT TO SUCH LOSSES

10. **No Amendment or Modification.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed by, or electronically accepted by affirmative action of, BETA and the Site Owner.

11. **Waiver.** Either Party's failure at any time to require the other Party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of BETA or the Site Owner. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

12. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of Arkansas without reference to such state's principles of conflicts of law. Installation of the Station, and its operation, will be conducted in compliance with all local, state and federal laws and regulations. The Parties agree that any claims or actions initiated pursuant to this Agreement may only be brought in the State of Arkansas.

13. **Assignment.** Site Owner may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of BETA, which such consent shall not be unreasonably withheld. Any purchaser of the Host Site must agree in writing to the terms of this Agreement prior to closing of the sale.

14. **Priority.** To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any other Project document, this Agreement shall prevail subordinate to the airport lease.

15. **BETA Requirements.** The following requirements are imposed upon the Site Owner under and pursuant to the terms of the Project:

    a. BETA may inspect and must approve the proposed location for the installation of Site Owner's Station prior to the installation. Site Owner shall permit reasonable efforts to modify the Host Site in order to accommodate the proper and safe installation of the Station. The following attachments have been reviewed and approved by the Site Owner:
        i. Attachment B: Site plans and design work, and
    b. Prior to installation, the BETA must also procure:
        i. Letter of approval for the design package from the governmental authorities having jurisdiction over the Host Site and Station
    c. As part of the Station installation and provisioning, the BETA must collaborate with the Installer to obtain:
        i. Approval from local agencies of the installation prior to provisioning, and
        ii. Certification by at a minimum one (1) BETA officer or designee that he/she has been trained in the proper and safe operation, care, and use of the Station.
    d. Site Owner acknowledges and agrees that, except as otherwise stated in this Agreement, BETA shall have no liability to the Site Owner relating to the installation and operation of the Station.
    e. BETA shall, at its sole cost and expense, throughout the term of the Agreement maintain insurance in the following types and amounts: general liability insurance for bodily injury liability, including death and property damage liability, incurred in connection with the performance of the Agreement, with minimum limits of $3,000,000 in respect of claims arising out of personal injury, sickness or death of any one person, $3,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and $3,000,000 in respect of claims arising out of property damage in any one accident or disaster.
    f. BETA shall comply with applicable sign ordinances and regulations for signage with the Station.

16. **Margin Sharing.** At the conclusion of each calendar year, BETA will compute the margin of the charging Station. This will be calculated by BETA'S revenue minus BETA'S utility bills for the Station. Other expenses such as depreciation, insurance, and marketing will not be included in this margin calculation. During the term of this Agreement, BETA will provide payment to Site Owner equal to 10% of the simple margin actually received for the Station in the prior year.

17. **Right to Audit.** During the term of this Agreement and not more than once per year Site Owner may audit BETA's margin calculation specific to this Station. The audit rights are limited to expense and revenue records for the Station covered by this agreement for the purpose of Margin Sharing calculation.

18. **Responsibilities and Costs.** BETA will provide and be responsible for the following items to the Site Owner upon complete execution of this Agreement and BETA'S approval of the Host Site:

    a. One DC Fast Charge Commercial Charging Station outfitted to recharge BETA's ALIA-250 aircraft, with possible future expansion of three (3) additional Charging Stations for a total of four (4) Charging Stations for aircraft and two (2) Level 2 chargers for electric cars in the parking lot.
    b. BETA network subscription from the Station Activation Date until the end of the term of this Agreement.
    c. Site validation and station activation.
    d. Installation costs including the foundation, trenching, and site work for the placement of the Station and interconnection of the Station to Host Site provided power.
    e. Electricity to operate the station BETA.
    f. At the end of the Term BETA will remove the Station, including its concrete foundations, and restore the installation area to its pre-existing appearance.

    To participate in this Project, the Site Owner must provide:

    a. Utility service per Attachment B brought to the Station installation location, provided, however, that BETA will be responsible for the full cost of all labor and materials for required utility improvements, including but not limited to the cost of the transformer and conductor. Additionally, BETA shall enter into a Utility Billing Agreement with the City of Bentonville and pay all charges in accordance with the City of Bentonville's Terms and Conditions.
    b. Adequate space for installation per Attachment B.
    c. Unobstructed parking access for users of the Station.

19. **Mutual Confidentiality.** Neither party to this agreement shall disclose to any third party and confidential or non- public information related to either party. Nothing contained herein shall be deemed to restrict public access to information in accordance with the Arkansas Freedom of Information Act.

[Signature page follows]

BETA TECHNOLOGIES, INC.	**Site Owner** **[TYPE COMPANY NAME]**
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

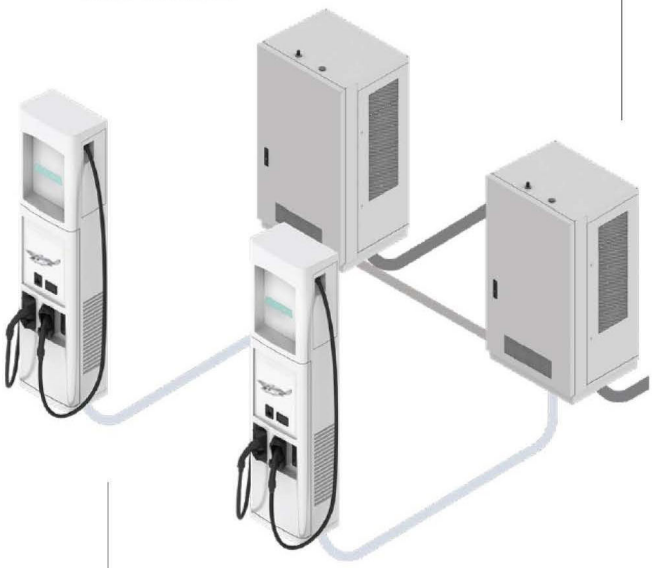
ATTACHMENT A

PRODUCT SPECIFICATIONS AND SIGNAGE

350kW DCFC Charging System

DCFC Power Boxes

Power Rating	350 kW (two 200kW power cabinets connected in parallel to add up power output from both units)
Number of Power Engines	8 (4 from each power cabinet)
Input Power	480VAC, 3-Phase
Input Power AC Current (FLA)	2 x 264 A
Power Stage Efficiency Rating	> 92% (Full Load)
Max. Out DC Current up to 920 VDC	432 A
Max. Out DC Current up to 500 VDC	500 A
Max. Output DC Voltage	50 - 950 VDC
Max # of Dispensers	2
Dimension & Weight	42"W x 35"D x 82"H, 1900 lbs



DCFC Dispensers

Connectors	CHAdeMO	SAE CCS1 (Liquid Cooled)
Rated Output Current	200 A	350 A
Max DC Voltage (VDC)	500 V	950 V
Output Power	350 kW max	
Input Power (Auxiliary)	120 VAC	
Input Current (Auxiliary)	21 A (FLA)	
Breaker Size	30 A	
Network	OCPP 1.5/1.6, BTCP Network	
Dimension & Weight	22"W x 15"D x 97"H, 600 lbs	

Environmental & Compliance System

ETL Listed for USA and Canada: UL 2202, UL 2231, UL50E, NEC Article 625, CSA STD C22.2 No. 107.1 FCC Part 15 Class A

Ambient Condition -30 °C to +50 °C, 95% Humidity, 6000 ft Altitude. NEMA 3R

Optional

ISO 15118:2014

Apple & Android Pay (based on network provider)

Standard

Dynamic Power Allocation in 50kW increments

System available in 1 or 2-dispenser configuration

Payment types: CC, RFID (OCPP Network Enabled)

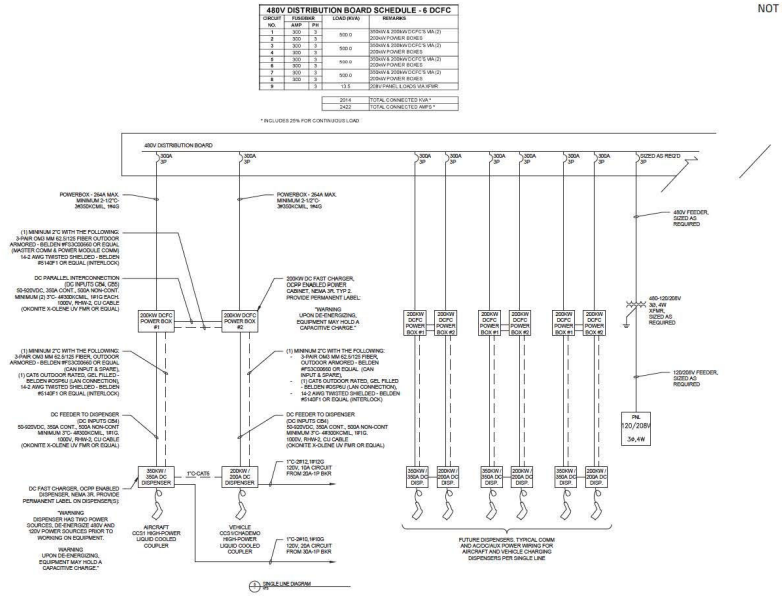
15" Outdoor Color Display

Connector Configuration: Dual CCS1, CHAdeMO, and CCS1

Electrical Drawings

Single Line Diagram

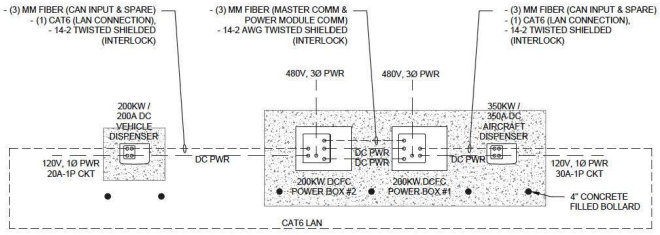
NOT FOR CONSTRUCTION



CIRCUIT NO.	FUSE/BKR AMP	POLE	LOAD (KVA)	REMARKS
1	300	3	500.0	200kW/4.200kW DCFC'S (#A.2) 200kW POWER BOXES
2	300	3		
3	300	3	500.0	200kW/4.200kW DCFC'S (#A.2) 200kW POWER BOXES
4	300	3		
5	300	3	500.0	200kW/4.200kW DCFC'S (#A.2) 200kW POWER BOXES
6	300	3		
7	300	3	500.0	200kW/4.200kW DCFC'S (#A.2) 200kW POWER BOXES
8	300	3		
9		3	13.5	208Y/PANEL, LOADS VIA XFMR
			2014	TOTAL CONNECTED KVA *
			2422	TOTAL CONNECTED AMPS *

* INCLUDES 25% FOR CONTINUOUS LOAD

Dispenser Site Layout



NOT FOR CONSTRUCTION

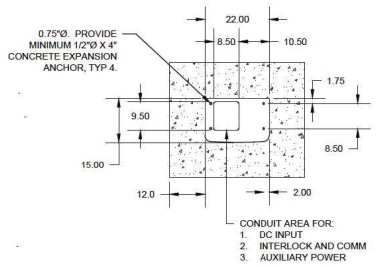
Electrical Drawings

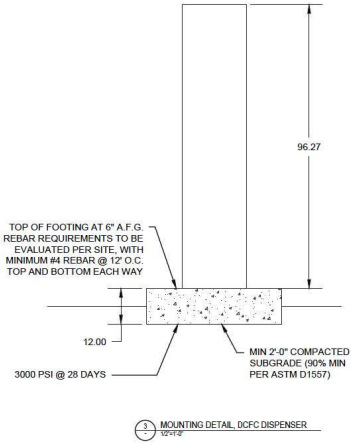
Dispenser Mounting

Power Box Mounting

NOT FOR CONSTRUCTION

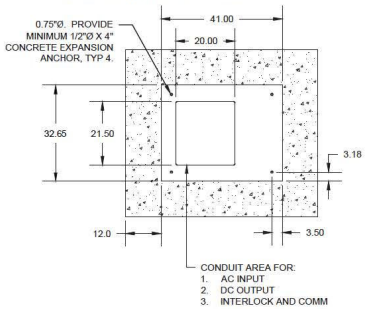
DCFC DISPENSER NOTES:
1. VERIFY DIMENSIONS WITH MANUFACTURER PRIOR TO PAD INSTALLATION. PAD SHALL EXTEND MINIMUM 12" PAST EACH EDGE OF EQUIPMENT.
2. ESTIMATED SHIPPING WEIGHT = 600 LBS.

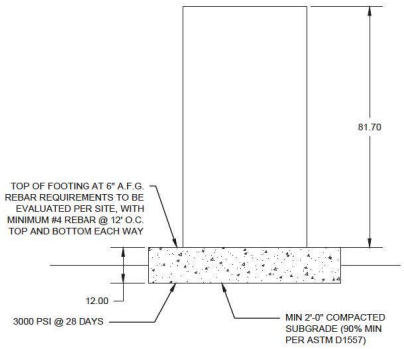




3 MOUNTING DETAIL, DCFC DISPENSER

DCFC POWER BOX NOTES:
1. VERIFY DIMENSIONS WITH MANUFACTURER PRIOR TO PAD INSTALLATION. PAD SHALL EXTEND MINIMUM 12" PAST EACH EDGE OF EQUIPMENT.
2. ESTIMATED SHIPPING WEIGHT = 1900 LBS.





1 MOUNTING DETAIL, DCFC POWER BOX

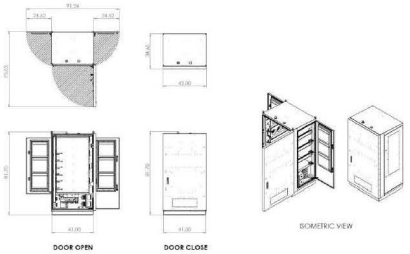
Electrical Drawings

Power Box Plans

NOT FOR CONSTRUCTION

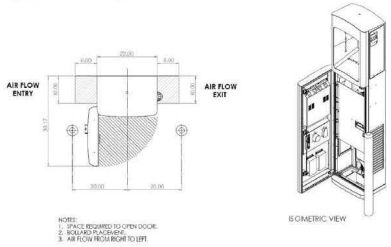
Clearance surrounding the unit must be considered for proper ventilation and service accessibility. Refer to the installation drawings as illustrated below.

Power Box / Tower Installation Drawing



2 DCFC POWER BOX PLAN, ELEVATION AND ISOMETRIC VIEWS
NTS

Dispenser Installation Drawing



6.2.2. Tower and Dispenser Mounting

Both the Tower and Dispenser must be fixed on a concrete pad using four (4) ½" x 4" (P/N RHPA-3830) concrete expansion bolts or as determined appropriate by the structural engineer in-charge.

Make sure to check local codes for compliance.

4 DCFC POWER BOX PLAN AND ISOMETRIC VIEWS
NTS



For Scale

ATTACHMENT B

UTILITY AND HOST SITE SPECIFICATIONS

AR-BT001 BENTONVILLE
INSTALLATION OF ELECTRIC VEHICLE CHARGING EQUIPMENT
LOUISE M THADEN FIELD
2205 SW I STREET
BENTONVILLE, AR 72712

SITE INFORMATION

EV SITE ADDRESS:
2205 SW I STREET
BENTONVILLE, AR 72712

PROPERTY OWNER:
CITY OF BENTONVILLE

POWER COMPANY:
CITY OF BENTONVILLE

COUNTY:
BENTON

LATITUDE (NAD83):
36° 20' 58.5" N
36.349588°

LONGITUDE (NAD83):
94° 13' 17.7" W
-94.221581°

CONTACT ENGINEER:
RUSSELL POLLOM
(913) 458-6274
POLLOMRE@BV.COM

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:

2012 INTERNATIONAL BUILDING CODE
2006 INTERNATIONAL PLUMBING CODE
2009 INTERNATIONAL MECHANICAL CODE
2017 NATIONAL ELECTRICAL CODE
2012 INTERNATIONAL FIRE CODE
2009 INTERNATIONAL ENERGY CONSERVATION CODE

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

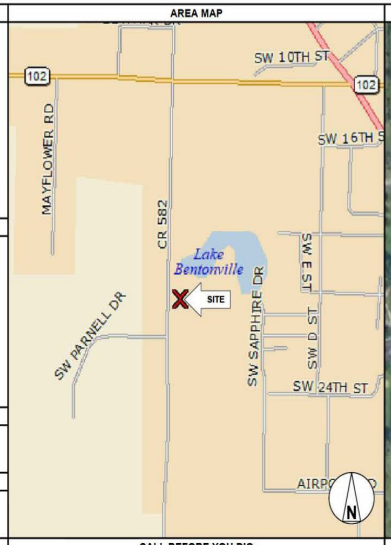
ZONING INFORMATION

PERMITTING JURISDICTION: CITY OF BENTONVILLE

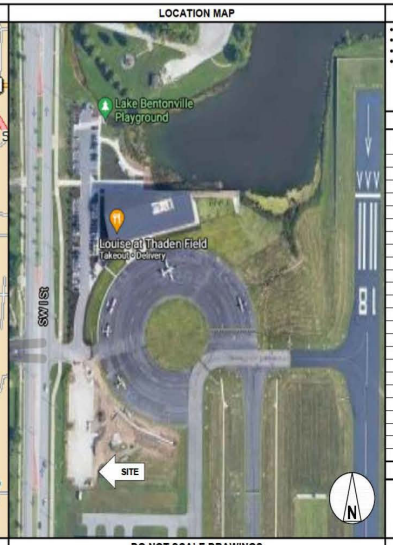
FLOOD HAZARD AREA NOTE

THIS SITE IS LOCATED IN FLOOD ZONE "X". AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

AREA MAP



LOCATION MAP



PROJECT DESCRIPTION

- INSTALL (1) UTILITY TRANSFORMER
- INSTALL (2) 200KW BTC POWER UNIT
- INSTALL (1) 350KW BTC DISPENSER
- INSTALL (1) BTC AC LEVEL 2 CHARGER

DRAWING INDEX

SHEET NO:	SHEET TITLE	REV NO:
T-1	TITLE SHEET & PROJECT DATA	0
GN-1	GENERAL NOTES 1	0
GN-2	GENERAL NOTES 2	0
GN-3	GENERAL NOTES 3	0
E-1	OVERALL SITE PLAN	0
E-2	ENLARGED SITE PLAN	0
E-3	SINGLE LINE DIAGRAM	0
D-1	EQUIPMENT DETAILS	0
D-2	EQUIPMENT DETAILS	0

FOR REFERENCE ONLY DRAWINGS

CONTRACTOR NOTE

CONTRACTOR SHALL COMPLETE INSTALL PER THE SIGNED AND THE SEALED SET OF DRAWINGS. ANY NECESSARY DEVIATIONS FROM THE DRAWINGS MUST BE SUBMITTED THROUGH AN RFI REQUEST PROCESS WITH ENGINEERING FOR AN APPROVAL PRIOR TO CONTRACTOR PROCEEDING WITH A DEVIATION OF THE SIGNED AND SEALED SET OF DRAWINGS.

CALL BEFORE YOU DIG

UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF ARKANSAS
811 OR 1-800-482-8998

3 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

11"x17" PLOT WILL BE HALF SCALE UNLESS NOTED

ENGINEER OF RECORD

ROBLEY A. EVANS
PE # 18090
BLACK & VEATCH CORPORATION

BETA TECHNOLOGIES
1150 AIRPORT DRIVE
SOUTH BURLINGTON, VT 05403

BLACK & VEATCH
6800 W 115th ST, SUITE 2202
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	409094
DRAWN BY:	VIG
CHECKED BY:	NMS

REV	DATE	DESCRIPTION
0.A	06/08/21	ISSUED FOR REVIEW

NOT TO BE USED FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

AR-BT001 BENTONVILLE
LOUISE M THADEN FIELD
2205 SW I STREET
BENTONVILLE, AR 72712

SHEET TITLE
TITLE SHEET & PROJECT DATA

SHEET NUMBER
T-1

GENERAL CONSTRUCTION NOTES

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY
   GENERAL CONTRACTOR: OVERLAND CONTRACTING INC. (BLACK & VEATCH)
   CONTRACTOR: (CONSTRUCTION)
   OWNER: BETA
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS.
3. THE GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
10. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
11. THE GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. CONSTRUCTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE.
13. WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
14. THE CONTRACTOR SHALL ?PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
15. THE CONTRACTOR SHALL ?PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
16. THE CONTRACTOR SHALL ?CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
17. THE GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
18. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
19. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
20. THE CONTRACTOR SHALL ?PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A:10-B:C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
21. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES. AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. THE CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.

GENERAL CONSTRUCTION NOTES CONT.

22. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
23. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
24. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
25. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
26. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
27. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
28. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
29. THE CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
30. THE CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
31. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
32. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
33. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
34. THE CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
35. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.

STRUCTURAL STEEL NOTES

1. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING REQUIREMENTS, UNLESS NOTED OTHERWISE:
   WIDE FLANGE SHAPE: A992, 50ksi
   ANGLE AND CHANNEL SHAPE: ASTM A36, 36 ksi
   PLATE: ASTM A36, 36ksi
   PIPE: ASTM A53 GRADE B, 35 ksi
   HSS: ASTM A500 GRADE B, 46ksi
2. HIGH-STRENGTH BOLTS SHALL CONFORM TO ASTM A325: ONE HIGH-STRENGTH BOLT ASSEMBLY SHALL CONSIST OF A HEAVY HEX STRUCTURAL BOLT, A HEAVY NUT, A HARDENED WASHER CONFORMING TO ASTM F436, THE HARDENED WASHER SHALL BE INSTALLED AGAINST ELEMENT TURNED IN TIGHTENING. UNLESS NOTED OTHERWISE ON THE DRAWINGS, ALL CONNECTIONS SHALL BE BEARING TYPE CONNECTIONS.
3. WELDING ELECTRODES SHALL COMPLY WITH AWS D1.1 USING A5.1 OR A5.5 E70XX AND SHALL BE COMPATIBLE WITH THE WELDING PROCESS SELECTED. WELDERS SHALL BE QUALIFIED AS PRESCRIBED IN AWS D1.1.
4. UNLESS NOTED OTHERWISE ON THE DRAWING, ALL ANCHOR BOLTS SHALL CONFORM TO ASTM F1554, GRADE 36, WITH HEAVY HEXAGONAL NUT.
5. FABRICATE ITEMS OF STRUCTURAL STEEL IN ACCORDANCE WITH AISC SPECIFICATION.
6. ALL EXPOSED STRUCTURAL STEEL, BOLTS, AND HARDWARE SHALL BE HOT DIP GALVANIZED PER ASTM A123.
7. SUBMIT FABRICATION AND ERECTION DRAWINGS SHOWING ALL DETAILS, CONNECTIONS, MATERIAL DESIGNATIONS, AND TOP STEEL ELEVATIONS FOR APPROVAL. THE SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL CONFORMANCE TO THE CONTRACT DRAWINGS. SUCH APPROVAL SHALL NOT RELIEVE THE FABRICATOR/CONTRACTOR OF THE RESPONSIBILITY FOR EITHER THE ACCURACY OF THE DETAILED DIMENSIONS IN THE SHOP AND ERECTION DRAWINGS OR THE GENERAL FIT-UP OF PARTS THAT ARE TO BE ASSEMBLED IN THE FIELD.
8. PRIMER SHALL BE RED OXIDE-CHROMATE PRIME COMPLYING WITH STEEL STRUCTURES PAINTING COUNCIL (SSPC) PAINT SPECIFICATION NUMBER 11

CONCRETE MASONRY NOTES

1. CONCRETE MASONRY UNITS SHALL BE MEDIUM WEIGHT UNITS CONFORMING TO ASTM C90, GRADE N-1, (FM=1,500 PSI). MEDIUM WEIGHT. (115 PCF)
2. MORTAR SHALL BE TYPE "S" ABOVE GRADE, TYPE "M" BELOW GRADE CONFORMING TO ASTM C270. (MINIMUM 2,000 PSI AT 28 DAYS)
3. GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS CONFORMING TO ASTM C476.
4. ALL CELLS CONTAINING REINFORCING STEEL OR EMBEDDED ITEMS, ALL CELLS IN RETAINING WALLS, AND WALLS BELOW GRADE SHALL BE SOLID GROUTED.
5. ALL HORIZONTAL REINFORCEMENT SHALL BE PLACED IN BOND BEAM OR LINTEL BEAM UNITS.
6. WHEN GROUTING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING THE GROUT POUR 1-1/2" BELOW TOP OF THE UPPERMOST UNIT.
7. ALL BOND BEAM BLOCK SHALL BE "DEEP CUT" UNITS.
8. PROVIDE INSPECTION AND CLEAN-OUT HOLES AT BASE OF VERTICAL CELLS HAVING GROUT LIFTS IN EXCESS OF 4'-0" OF HEIGHT.
9. ALL GROUT SHALL BE CONSOLIDATED WITH A MECHANICAL VIBRATOR.
10. CEMENT SHALL BE AS SPECIFIED FOR CONCRETE.
11. REINFORCING BARS - SEE NOTES UNDER "REINFORCED CONCRETE NOTES" FOR REQUIREMENTS. REINFORCEMENT SHALL BE PLACED PRIOR TO GROUTING. LAP SPLICES SHALL BE 48 BAR DIAMETERS, MINIMUM.
12. PROVIDE ONE BAR DIAMETER (A MINIMUM OF 1/2") GROUT BETWEEN MAIN REINFORCING AND MASONRY UNITS.
13. LOW LIFT CONSTRUCTION, MAXIMUM GROUT POUR HEIGHT IS 4 FEET.
14. HIGH LIFT GROUTED CONSTRUCTION MAY BE USED IN CONFORMANCE WITH PROJECT SPECIFICATIONS AND SECTION 2104 OF IBC.
15. ALL CELLS IN CONCRETE BLOCKS SHALL BE FILLED SOLID WITH GROUT, EXCEPT AS NOTED IN THE DRAWINGS OR SPECIFICATIONS.
16. CELLS SHALL BE IN VERTICAL ALIGNMENT, DOWELS IN FOOTINGS SHALL BE SET TO ALIGN WITH CELLS CONTAINING REINFORCING STEEL.
17. REFER TO DRAWINGS FOR SURFACE AND HEIGHT OF UNITS, LAYING PATTERN AND JOINT TYPE.
18. SAND SHALL BE CLEAN, SHARP AND WELL GRADED, FREE FROM INJURIOUS AMOUNTS OF DUST, LUMPS, SHALE, ALKALI OR ORGANIC MATERIAL.
19. ALL MORTAR FIN OBSTRUCTIONS AND DEBRIS SHALL BE CLEANED FROM INSIDE OF CELLS PRIOR TO GROUTING.

REINFORCED CONCRETE NOTES

1. CONCRETE SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI IN 28 DAYS UNLESS OTHERWISE NOTED' CONTINUOUS INSPECTION IS NOT REQUIRED. SLUMP: 4" MIN / 6" MAX.
   AIR ENTRAINMENT: 4 1/2% - 7% BY VOLUME
2. REINFORCEMENT SHALL BE A NEW BILLET STEEL DEFORMED BARS CONFORMING TO ASTM SPECIFICATION A615 GRADE 60, MAXIMUM COARSE AGGREGATE SIZE SHALL BE 3/4".
3. REINFORCEMENT SHALL COMPLY WITH THE LATEST EDITION OF ACI 318 FOR MINIMUM CLEARANCES.
4. ALL EMBEDDED ITEMS SHALL BE SECURELY HELD IN POSITION PRIOR TO PLACEMENT OF CONCRETE. ALL CONCRETE SHALL BE READY-MIXED IN ACCORDANCE WITH ASTM C94.
5. MAINTAIN TEMPERATURE OF CAST IN PLACE CONCRETE BETWEEN 50 DEGREES AND 90 DEGREES FAHRENHEIT.
6. DO NOT USE RETEMPERED CONCRETE, OR ADD WATER TO READY-MIX CONCRETE AT THE JOB SITE.
7. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
8. EXCEPT AS DETAILED OR AUTHORIZED, MAKE BARS CONTINUOUS AROUND CORNERS WHERE PERMITTED, SPLICES MADE BY CONTACT LAPS SHALL BE CLASS "B" TENSION LAPS UNLESS NOTED OTHERWISE.
9. DETAIL BARS IN ACCORDANCE WITH "ACI DETAILING MANUAL", PUBLICATION SP-66 AND " BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", ACI 318.
10. PROVIDE ACCESSORIES NECESSARY TO PROPERLY SUPPORT REINFORCING.
11. EXPANSION JOINTS SHALL BE CONSTRUCTED AT LOCATIONS WHERE THE CONCRETE PAD ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES, AND AS SHOWN ON APPROVED PLANS. EXPANSION JOINTS SHALL BE FORMED WITH ONE-HALF INCH PRE-FABRICATED NON-EXTRUDING FILLER AND SHALL EXTEND THE FULL DEPTH OF THE SLAB.

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DRAWN BY:	VIG
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NOT TO BE USED FOR CONSTRUCTION

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SHEET TITLE
GENERAL NOTES 1

SHEET NUMBER
GN-1

~ 88 ~

ANCHORAGE INSTALLATION NOTES

1. DRILLING THROUGH EXISTING SLAB REBAR DURING POST-INSTALLED ANCHOR BOLTS INSTALLATION IS NOT PERMITTED.
2. POST-INSTALLED ANCHOR BOLT INSTALLATION SHALL BE PERFORMED BY PERSONNEL TRAINED TO INSTALL THE SYSTEM PER THE MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS (MPII), AS INCLUDED IN THE ANCHOR PACKAGING.
3. EXPANSION AND ADHESIVE ANCHORS SHALL BE INSTALLED PER THE MANUFACTURER'S INSTRUCTIONS USING STANDARD EMBEDMENTS AND EDGE DISTANCES UNLESS NOTED OTHERWISE ON THE DRAWINGS.

CONCRETE SIDEWALK CONSTRUCTION REQUIREMENTS

1. PLACING AND FINISHING CONCRETE
   THE CONTRACTOR SHALL PROVIDE ADEQUATE TOOLS AND EQUIPMENT TO PRODUCE QUALITY WORKMANSHIP IN PLACING AND FINISHING CONCRETE. THE SIDEWALK AND RAMPS SHALL BE FINISHED TO THE TOP OF THE FORMS AND THE SURFACE FINISHED WITH A WOOD OR STEEL FLOAT AND SURFACE TEXTURE SHALL EE A COURSE BROOM FINISH TRANSVERSE TO THE SLOPE OF THE SIDEWALK OR RAMP. NO "PLASTERING" OF THE SURFACE SHALL BE PERMITTED.
2. CONTRACTION JOINTS
   THE SIDEWALK SURFACE SHALL BE MARKED OFF INTO NOMINAL SQUARES OF DIMENSION TO THE WIDTH OF THE SIDEWALK WITH A MAXIMUM DISTANCE BETWEEN JOINTS OF SEVEN FEET SAWING JOINTS, THE CONTRACTOR SHALL BEGIN AS SOON AS THE CONCRETE HARDENS SUFFICIENTLY TO PREVENT EXCESSIVE RAVELING ALONG THE SAW CUT AND SHALL FINISH BEFORE CONDITIONS INDUCE UNCONTROLLED CRACKS, REGARDLESS OF THE TIME OR WEATHER.
3. EXPANSION JOINTS
   EXPANSION JOINTS SHALL BE CONSTRUCTED AT LOCATIONS WHERE THE SIDEWALK ABUTS EXISTING CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES, AND EVERY TWO HUNDRED FIFTY FEET AND AS SHOWN ON APPROVED PLANS. EXPANSION JOINTS SHALL BE FORMED WITH ONE-HALF INCH PREFABRICATED NON-EXTRUDING FILLER AND SHALL EXTEND THE FULL DEPTH OF THE SLAB.

GENERAL SITE WORK NOTES

PART 1 - GENERAL

CLEARING, GRUBBING, STRIPPING, EROSION CONTROL, SURVEY, LAYOUT, SUBGRADE PREPARATION AND FINISH GRADING AS REQUIRED TO COMPLETE THE PROPOSED WORK SHOWN IN THESE PLANS.

1.1 REFERENCES:

A. DOT (STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION-CURRENT EDITION).

B. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS).

C. OSHA (OCCUPATION SAFETY AND HEALTH ADMINISTRATION).

1.2 INSPECTION AND TESTING:

A. GENERAL CONTRACTOR SHALL PERFORM ALL WORK IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. PERFORM INSPECTIONS BEFORE CONCEALING WORK WITH FOLLOW-ON ACTIVITIES (BACKFILL, CONCRETE POUR, ETC).

1.3 SITE MAINTENANCE AND PROTECTION:

A. PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT OF WORK UNTIL COMPLETION OF THE CONTRACT.

B. AVOID DAMAGE TO THE SITE AND TO EXISTING FACILITIES, STRUCTURES, TREES, AND SHRUBS DESIGNATED TO REMAIN. TAKE PROTECTIVE MEASURES TO PREVENT EXISTING FACILITIES THAT ARE NOT DESIGNATED FOR REMOVAL FROM BEING DAMAGED BY THE WORK.

C. KEEP SITE FREE OF ALL PONDING WATER.

D. PROVIDE EROSION CONTROL MEASURES IN ACCORDANCE WITH STATE DOT, LOCAL PERMITTING AGENCY AND EPA REQUIREMENTS.

E. PROVIDE AND MAINTAIN ALL TEMPORARY FENCING, BARRICADES, WARNING SIGNALS AND SIMILAR DEVICES NECESSARY TO PROTECT AGAINST THEFT FROM PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION. REMOVE ALL SUCH DEVICES UPON COMPLETION OF THE WORK.

F. EXISTING UTILITIES: DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED BY THE OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY THE CONSTRUCTION MANAGER AND THEN ONLY AFTER ACCEPTABLE TEMPORARY UTILITY SERVICES HAVE BEEN PROVIDED.

G. PROVIDE A MINIMUM 48-HCUR NOTICE TO THE CONSTRUCTION MANAGER AND RECEIVE WRITTEN NOTICE TO PROCEED BEFORE INTERRUPTING ANY UTILITY SERVICE.

H. SOD PLANTED IN THE FALL MUST ESTABLISH ITS ROOTS BEFORE THE FIRST WINTER FROST. DETERMINE WHEN THE FIRST FROST USUALLY OCCURS, AND PLANT THE SOD NO LATER THAN ONE MONTH BEFORE THE FIRST FROST. IF THE CONSTRUCTION IS FINISHED LATER THAN ONE MONTH BEFORE THE FIRST FROST, USE STRAW UNTIL SOD CAN BE INSTALLED.

GENERAL SITE WORK NOTES CONT.

PART 2 - PRODUCTS

2.1 SUITABLE MATERIAL – SUITABLE MATERIAL ARE USED FOR GRADING AND BACKFILL. SUITABLE MATERIALS ARE ON SITE SOILS REMOVED FROM EXCAVATIONS THAT EXCLUDE FROZEN SOIL, ROOTS OR ORGANIC MATERIAL, DEBRIS, TRASH, REFUSE, OR PARTICLES SIZE GREATER THAN 3-INCH. SUITABLE SOILS HAVE MOISTURE CONTENTS THAT ALLOW THEM TO BE COMPACTED TO THE SAME DENSITY AS THE NATIVE SOILS.

2.2 UNSUITABLE MATERIAL – SOILS THAT ARE FROZEN, CONTAIN ROOTS OR ORGANIC MATERIAL, DEBRIS, TRASH, REFUSE, OR PARTICLES SIZES GREATER THAN 3-INCH. SOILS THAT ARE TOO WET OR TOO DRY TO BE COMPACTED TO THE SAME DENSITY AS THE NATIVE SOILS ARE UNSUITABLE .

2.3 GRANULAR BACKFILL – SHALL MEET THE FOLLOWING GRADATION

SIEVE SIZE	TOTAL PERCENT PASSING
1 1/2 INCH (37.5 MM)	100
NO. 4 (4.75 MM)	30 TO 60
NO 200 (0.075 MM)	3 TO 15

2.4 GRANULAR BEDDING – WELL-GRADED SAND MEETING THE GRADATION REQUIREMENT OF ASTM C 33 FINE AGGREGATE.

2.5 CONTROLLED LOW STRENGTH MATERIAL (CLSM)– A SELF LEVELING AND SELF COMPACTING CEMENTITIOUS MATERIAL COMPOSED OF SAND, COARSE AGGREGATE, CEMENT, FLY ASH, WATER AND ADMIXTURES. CLSM SHALL BE EXCAVATABLE AND SHALL HAVE A DESIGNED UNCONFINED COMPRESSIVE STRENGTH OF BETWEEN 50 TO 100 PSI .

2.6 BACKFILL – PRODUCTS MEETING THE REQUIREMENTS OF SUITABLE MATERIAL, GRANULAR BEDDING, GRANULAR BACKFILL OR CLSM.

2.7 TOPSOIL – SOIL WITH AN ORGANIC CONTENT SUFFICIENT TO ALLOW VEGETATIVE GROWTH.

PART 3 - EXECUTION

3.1 GENERAL:

A. BEFORE STARTING GENERAL SITE PREPARATION ACTIVITIES, INSTALL EROSION AND SEDIMENT CONTROL MEASURES. THE WORK AREA SHALL BE CONSTRUCTED AND MAINTAINED IN SUCH CONDITION THAT IN THE EVENT OF RAIN THE SITE WILL BE DRAINED AT ALL TIMES.

B. BEFORE ALL SURVEY, LAYOUT, STAKING, AND MARKING, ESTABLISH AND MAINTAIN ALL LINES, GRADES, ELEVATIONS AND BENCHMARKS NEEDED FOR EXECUTION OF THE WORK. CONDUCT UTILITY LOCATE IN ACCORDANCE WITH THE ONE-CALL NOTIFICATION

C. CLEAR AND GRUB THE AREA WITHIN THE LIMITS OF THE SITE. REMOVE TREES, BRUSH, STUMPS, RUBBISH AND OTHER DEBRIS AND VEGETATION RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE SITE AREA TO BE CLEARED.

D. REMOVE THE FOLLOWING MATERIALS TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE ORIGINAL GROUND SURFACE: ROOTS, STUMPS, AND OTHER DEBRIS, BRUSH, AND REFUSE EMBEDDED IN OR PROTRUDING THROUGH THE GROUND SURFACE. RAKE, DISK OR PLOW THE AREA TO A DEPTH OF NO LESS THAN 6 INCHES, AND REMOVE TO A DEPTH OF 12 INCHES ALL ROOTS AND OTHER DEBRIS THEREBY EXPOSED.

E. REMOVE TOPSOIL MATERIAL COMPLETELY FROM THE SURFACE UNTIL THE SOIL NO LONGER MEETS THE DEFINITION OF TOPSOIL. AVOID MIXING TOPSOIL WITH SUBSOIL OR OTHER UNDESIRABLE MATERIALS. SUFFICIENT TOPSOIL MAY BE STOCKPILED ON SITE FOR USE DURING FINAL SITE GRADING.

F. EXCEPT WHERE EXCAVATION TO GREATER DEPTH IS INDICATED, FILL DEPRESSIONS RESULTING FROM CLEARING, GRUBBING AND DEMOLITION WORK COMPLETELY WITH SUITABLE MATERIAL.

G. REMOVE FROM THE SITE AND DISPOSE IN AN AUTHORIZED LANDFILL ALL DEBRIS RESULTING FROM CLEARING AND GRUBBING OPERATIONS. BURNING WILL NOT BE PERMITTED.

H. PRIOR TO EXCAVATING, THOROUGHLY EXAMINE THE AREA TO BE EXCAVATED AND/OR TRENCHED TO VERIFY THE LOCATIONS OF FEATURES INDICATED ON THE DRAWINGS AND TO ASCERTAIN THE EXISTENCE AND LOCATION OF ANY STRUCTURE, UNDERGROUND STRUCTURE, OR OTHER ITEM NOT SHOWN THAT MIGHT INTERFERE WITH THE PROPOSED CONSTRUCTION. NOTIFY THE CONSTRUCTION MANAGER OF ANY OBSTRUCTIONS THAT WILL PREVENT ACCOMPLISHMENT OF THE WORK AS INDICATED ON THE DRAWINGS.

I. SEPARATE AND STOCK PILE ALL EXCAVATED MATERIALS SUITABLE FOR BACKFILL. ALL EXCESS EXCAVATED AND UNSUITABLE MATERIALS SHALL BE DISPOSED OF OFF-SITE IN A LEGAL MANNER.

J. DURING EXCAVATION, THE CONTRACTOR SHALL PROVIDE SHORING, SHEETING, AND BRACING AS REQUIRED TO PREVENT CAVING OR SLOUGHING OF EXCAVATION.

3.2 BACKFILL:

A. AS SOON AS PRACTICAL, AFTER COMPLETING CONSTRUCTION OF THE RELATED STRUCTURE, INCLUDING EXPIRATION OF THE SPECIFIED MINIMUM CURING PERIOD FOR CAST-IN-PLACE CONCRETE, BACKFILL THE EXCAVATION WITH APPROVED MATERIAL TO RESTORE THE REQUIRED FINISHED GRADE.

GENERAL SITE WORK NOTES CONT.

B. PRIOR TO PLACING BACKFILL AROUND STRUCTURES, ALL FORMS SHALL BE REMOVED AND THE EXCAVATION CLEANED OF ALL TRASH, DEBRIS, AND UNSUITABLE MATERIALS.

C. DO NOT PLACE FROZEN MATERIAL IN AS BACKFILL.

D. PLACE BACKFILL MATERIAL OR SELECT GRANULAR BACKFILL MATERIAL WHEN REQUIRED IN UNIFORM HORIZONTAL LAYERS OF NO GREATER THAN 8-INCHES LOOSE THICKNESS AND COMPACT TO THE SAME DENSITY AS NATIVE SOIL. WHERE HAND OPERATED COMPACTORS ARE USED, THE FILL MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 4 INCHES IN LOOSE DEPTH AND COMPACTED.

E. WHENEVER TESTING INDICATES THAT THE CONTRACTOR HAS NOT OBTAINED THE SPECIFIED DENSITY, THE SUCCEEDING LAYER SHALL NOT BE PLACED UNTIL THE REQUIREMENTS ARE MET UNLESS OTHERWISE AUTHORIZED BY THE CONSTRUCTION MANAGER. THE CONTRACTOR SHALL TAKE WHATEVER APPROPRIATE ACTION IS NECESSARY, SUCH AS DRYING, ADDING WATER, OR INCREASING THE COMPACTIVE EFFORT TO MEET THE COMPACTION REQUIREMENTS.

3.3 TRENCH EXCAVATION:

A. UTILITY TRENCHES SHALL BE EXCAVATED TO THE LINES AND GRADES SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE GENERAL CONTRACTOR. PROVIDE SHORING, SHEETING AND BRACING AS REQUIRED TO PREVENT CAVING OR SLOUGHING OF THE TRENCH WALLS.

B. EXTEND THE TRENCH WIDTH A MINIMUM OF 6 INCHES BEYOND THE OUTSIDE EDGE OF THE OUTERMOST CONDUIT.

C. WHEN SOFT YIELDING, OR OTHERWISE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, EXCAVATE THE REQUIRED TRENCH TO A DEPTH OF NO LESS THAN 12 INCHES BELOW THE REQUIRED ELEVATION, THEN BACKFILL WITH 12" OF GRANULAR BEDDING MATERIAL.

3.4 TRENCH BACKFILL:

A. PROVIDE GRANULAR BEDDING MATERIAL OR FLOWABLE FILL IN ACCORDANCE WITH THE DRAWINGS AND THE UTILITY REQUIREMENTS.

B. NOTIFY THE GENERAL CONTRACTOR 24 HOURS IN ADVANCE OF BACKFILLING.

C. CONDUCT UTILITY CHECK TESTS BEFORE BACKFILLING. BACKFILL AND COMPACT TRENCH BEFORE ACCEPTANCE TESTING.

D. PLACE GRANULAR TRENCH BACKFILL UNIFORMLY ON BOTH SIDES OF THE CONDUITS IN 6-INCH UNCOMPACTED LIFTS UNTIL 12 INCHES OVER THE CONDUITS. SOLIDLY RAM AND TAMP BACKFILL INTO SPACE AROUND CONDUITS.

E. PROTECT CONDUIT FROM LATERAL MOVEMENT, IMPACT DAMAGE, OR UNBALANCED LOADING.

F. ABOVE THE CONDUIT EMBEDMENT ZONE, PLACE AND COMPACT SATISFACTORY BACKFILL MATERIAL IN 8-INCH MAXIMUM LOOSE THICKNESS LIFTS TO RESTORE THE REQUIRED FINISHED SURFACE GRADE.

G. COMPACT FINAL TRENCH BACKFILL TO A DENSITY EQUAL TO OR GREATER THAN THAT OF THE EXISTING UNDISTURBED MATERIAL IMMEDIATELY ADJACENT TO THE TRENCH

3.5 FINISH GRADING:

A. PERFORM ALL GRADING TO PROVIDE POSITIVE DRAINAGE AWAY FROM STRUCTURES AND SMOOTH, EVEN SURFACE DRAINAGE OF THE ENTIRE AREA WITHIN THE LIMITS OF CONSTRUCTION. GRADING SHALL BE COMPATIBLE WITH ALL SURROUNDING TOPOGRAPHY AND STRUCTURES.

B. UTILIZE SATISFACTORY FILL MATERIAL RESULTING FROM THE EXCAVATION WORK IN THE CONSTRUCTION OF FILLS, EMBANKMENTS AND FOR REPLACEMENT OF REMOVED UNSUITABLE MATERIALS.

C. REPAIR ALL ACCESS ROADS AND SURROUNDING AREAS USED DURING THE COURSE OF THIS WORK TO THEIR ORIGINAL CONDITION.

3.6 ASPHALT PAVING ROAD:

ARKANSAS STANDARD SPECIFICATIONS

DIVISION 400 - AHTD ASPHALT

A. CONTRACTOR RESPONSIBLE FOR RE-STRIPING AND APPLYING SEALCOATING, UNLESS OTHERWISE SPECIFIED.

B. ALL ELECTRIC VEHICLE CHARGING STALLS WITH AN ASPHALT SURFACE SHALL BE SEALCOATED.

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SHEET TITLE
GENERAL NOTES 2

SHEET NUMBER
GN-2

~ 89 ~

ELECTRICAL NOTES

1. THE ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL ANY/ALL ELECTRICAL WORK INDICATED. ANY/ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH DRAWINGS AND ANY/ALL APPLICABLE SPECIFICATIONS. IF ANY PROBLEMS ARE ENCOUNTERED BY COMPLYING WITH THESE REQUIREMENTS, CONTRACTOR SHALL NOTIFY 'CONSTRUCTION MANAGER' AS SOON AS POSSIBLE, AFTER THE DISCOVERY OF THE PROBLEMS, AND SHALL NOT PROCEED WITH THAT PORTION OF WORK, UNTIL THE 'CONSTRUCTION MANAGER' HAS DIRECTED THE CORRECTIVE ACTIONS TO BE TAKEN.
2. THE ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELVES WITH ANY/ALL CONDITIONS AFFECTING ELECTRICAL AND COMMUNICATION INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF. THE CONDITION OF EXISTING ELECTRICAL EQUIP., LIGHT FIXTURES, ETC., THAT ARE PART OF THE FINAL SYSTEM, SHALL BE VERIFIED BY THE CONTRACTOR, PRIOR TO THE SUBMITTAL OF HIS BID. FAILURE TO COMPLY WITH THIS PARAGRAPH WILL IN NO WAY RELIEVE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC AND ALL CODES AND LOCAL ORDINANCES OF THE LOCAL POWER COMPANIES HAVING JURISDICTION AND SHALL INCLUDE BUT NOT BE LIMITED TO:

   A. UL - UNDERWRITERS LABORATORIES
   B. NEC - NATIONAL ELECTRICAL CODE
   C. NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
   D. OSHA - OCCUPATIONAL SAFETY AND HEALTH ACT
   E. SBC - STANDARD BUILDING CODE
   F. NFPA - NATIONAL FIRE PROTECTION ASSOCIATION
4. DO NOT SCALE ELECTRICAL DRAWINGS, REFER TO SITE PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT, BUT CONFIRM WITH 'CONSTRUCTION MANAGER' ANY SIZES AND LOCATIONS WHEN NEEDED.
5. EXISTING SERVICES: THE CONTRACTOR SHALL NOT INTERRUPT EXISTING SERVICES WITHOUT WRITTEN PERMISSION OF THE OWNER.
6. THE CONTRACTOR SHALL PAY FOR ANY/ALL PERMITS, FEES, INSPECTIONS AND TESTING. THE CONTRACTOR IS TO OBTAIN PERMITS AND APPROVED SUBMITTALS PRIOR TO THE WORK BEGINNING OR ORDERING THE EQUIPMENT.
7. THE TERM "PROVIDE" USED IN CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, INDICATES THAT THE CONTRACTOR SHALL FURNISH AND INSTALL.
8. THE CONTRACTOR SHALL CONFIRM WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS SUCH AS THE: LUG SIZE RESTRICTIONS, CONDUIT ENTRY, SIZE OF TRANSFORMERS, SCHEDULED DOWNTIME FOR THE OWNERS' CONFIRMATION, ETC. ANY/ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER, PRIOR TO BEGINNING ANY WORK.
9. CONDUCTORS: CONTRACTOR SHALL USE 98% CONDUCTIVITY COPPER OR ALUMINUM WITH TYPE (THWN-2) INSULATION, 600 VOLT, COLOR CODED UNLESS SPECIFIED DIFFERENTLY ON DRAWINGS.
10. ALL WIRING INSTALLATIONS SHALL BE COMPLIANT WITH NEC ARTICLE 310.10 AND TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.
11. OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET/DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.
12. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF THE CONSTRUCTION. CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER. CONTRACTOR IS TO PROVIDE ALL ELECTRICAL EQUIPMENT UNLESS OTHERWISE DIRECTED.
13. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS, WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIONAL AND SUBJECT TO REGULATORY INSPECTION AND APPROVAL BY CONSTRUCTION MANAGER.
14. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
15. CONTRACTOR SHALL GUARANTEE ANY/ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE.
16. THE CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ANY ADDITIONAL CHARGE AND SHALL INCLUDE THE REPLACEMENT OR THE REPAIR OF ANY OTHER PHASE OF THE INSTALLATION, WHICH MAY HAVE BEEN DAMAGED THEREIN.
17. ADEQUATE AND REQUIRED LIABILITY INSURANCE SHALL BE PROVIDED FOR PROTECTION AGAINST PUBLIC LOSS AND ANY/ALL PROPERTY DAMAGE FOR THE DURATION OF WORK.
18. PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES AND DEVICES FOR ALL OUTLETS AS INDICATED.
19. TRENCHING AND BACKFILL: THE CONTRACTOR SHALL PROVIDE FOR ALL UNDERGROUND INSTALLED CONDUIT AND/OR CABLES INCLUDING EXCAVATION AND BACKFILLING AND COMPACTION. REFER TO GENERAL SITE WORK NOTES.
20. MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SHALL APPEAR ON THE LIST OF U.L. APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE NEC, NEMA AND IEEE.
21. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURES CATALOG INFORMATION OF ANY/ALL LIGHTING FIXTURES, SWITCHES AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE CONSTRUCTION MANAGER PRIOR TO INSTALLATION.

ELECTRICAL NOTES CONT.

22. ANY CUTTING OR PATCHING DEEMED NECESSARY FOR ELECTRICAL WORK IS THE ELECTRICAL CONTRACTORS RESPONSIBILITY AND SHALL BE INCLUDED IN THE COST FOR WORK AND PERFORMED TO THE SATISFACTION OF THE 'CONSTRUCTION MANAGER' UPON FINAL ACCEPTANCE.
23. THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY TYPEWRITTEN DIRECTORIES.
24. DISCONNECT SWITCHES SHALL BE H.P. RATED HEAVY-DUTY, QUICK-MAKE AND QUICK-BREAK ENCLOSURES, AS REQUIRED BY EXPOSURE TYPE.
25. ALL CONNECTIONS EXCEPT THE EV CHARGE CABLE TERMINATION IN THE CHARGE POST SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND SUCH AS "NOALOX" BY IDEAL INDUSTRIAL INC., COAT ALL WIRE SURFACES BEFORE CONNECTING. EXPOSED ALUMINUM & COPPER SURFACES, INCLUDING GROUND BARS, SHALL BE TREATED - NO SUBSTITUTIONS.
26. ALL EXTERIOR AND INTERIOR ABOVE GROUND CONDUIT SHALL BE RIGID UNLESS SPECIFIED OTHERWISE. ALL BURIED CONDUITS SHALL BE SCH 40 PVC UNLESS SPECIFIED OTHERWISE.
27. RACEWAYS: CONDUIT SHALL BE SCHEDULE 40 PVC, MEETING OR EXCEEDING NEMA TC2 - 2013. THE CONTRACTOR SHALL PLUG AND CAP EACH END OF SPARE AND EMPTY CONDUITS AND PROVIDE TWO SEPARATE PULL STRINGS - 200 LBS TEST POLYETHYLENE CORD. ALL CONDUIT BENDS SHALL NOT BE LESS THAN SHOWN IN TABLE 2 CHAPTER 9 OF THE NEC. RGS CONDUITS WHEN SPECIFIED, SHALL MEET UL-6 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADED RIGID CONDUIT. COAT ALL THREADS WITH 'BRITE ZINC' OR 'GOLD GALV'.
28. SUPPORT OF ALL ELECTRICAL WORK SHALL BE AS REQUIRED BY NEC.
29. CONNECTORS FOR POWER CONDUCTORS: CONTRACTOR SHALL USE PRESSURE TYPE INSULATED TWIST-ON CONNECTORS FOR NO. 10 AWG AND SMALLER. USE SOLDERLESS MECHANICAL TERMINAL LUGS FOR NO. 8 AWG AND LARGER.
30. THE CONTRACTOR SHALL PLACE TWO LENGTHS OF WARNING TAPE AT A DEPTH OF 12" BELOW GROUND AND DIRECTLY ABOVE ELECTRICAL SERVICE CONDUITS. CAUTION TAPE TO READ "CAUTION BURIED ELECTRIC".
31. WHEN DIRECTIONAL BORING IS REQUIRED, CONTRACTOR SHALL INSTALL A LOOSE TONING WIRE WITHIN INSTALLED CONDUIT TO ALLOW FOR IDENTIFICATION OF UNDERGROUND CONDUITS.
32. ALL BOLTS SHALL BE STAINLESS STEEL.
33. ALL MATERIALS AND EQUIPMENT SUPPLIED AND INSTALLED BY THE CONTRACTOR SHOULD BE NEW AND UNUSED.

GROUNDING NOTES

1. ALL HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
2. FOR GROUND BOND TO STEEL ONLY: INSERT A CADMIUM FLAT WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
3. ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL (NO SHINERS).
4. ALL BELOW GRADE BONDS TO BE EXOTHERMIC WELDS OR IRREVERSIBLE COMPRESSION TYPE CONNECTIONS LISTED FOR USE IN THE APPLICATION WHICH THEY ARE INSTALLED.

FIBER OPTIC NOTES

USE CABLE WITH THE FOLLOWING MINIMUM PROPERTIES:

1. HIGH TENSILE STRENGTH >150 LB
2. TIGHT BUFFERED
3. INDOOR / OUTDOOR UV AND MOISTURE RESISTANT "RISER" CABLE
4. CONNECTOR TYPE: ST-ST
5. FIBER TYPE: MULTI-MODE 6-FIBER (3 PAIR) 62.5UM. 6 CONNECTORS ON BOTH ENDS.
6. JACKET: INDOOR/OUTDOOR RISER, BLACK
7. BREAKOUT: SIDE A: INNER END - 24 INCHES WITH 2MM FURCATION
   SIDE B: OUTER END - 24 INCHES - 2MM FURCATION - STAGGERED EVERY 1"
8. WITH PULLING EYE ON SIDE B (OUTER END) AND SPOOL REEL

BETA TECHNOLOGIES
1150 AIRPORT DRIVE
SOUTH BURLINGTON, VT 05403

BLACK & VEATCH
6800 W 115th ST, SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	409094
DRAWN BY:	VIG
CHECKED BY:	NMD

REV	DATE	DESCRIPTION
0.A	06/08/21	ISSUED FOR REVIEW

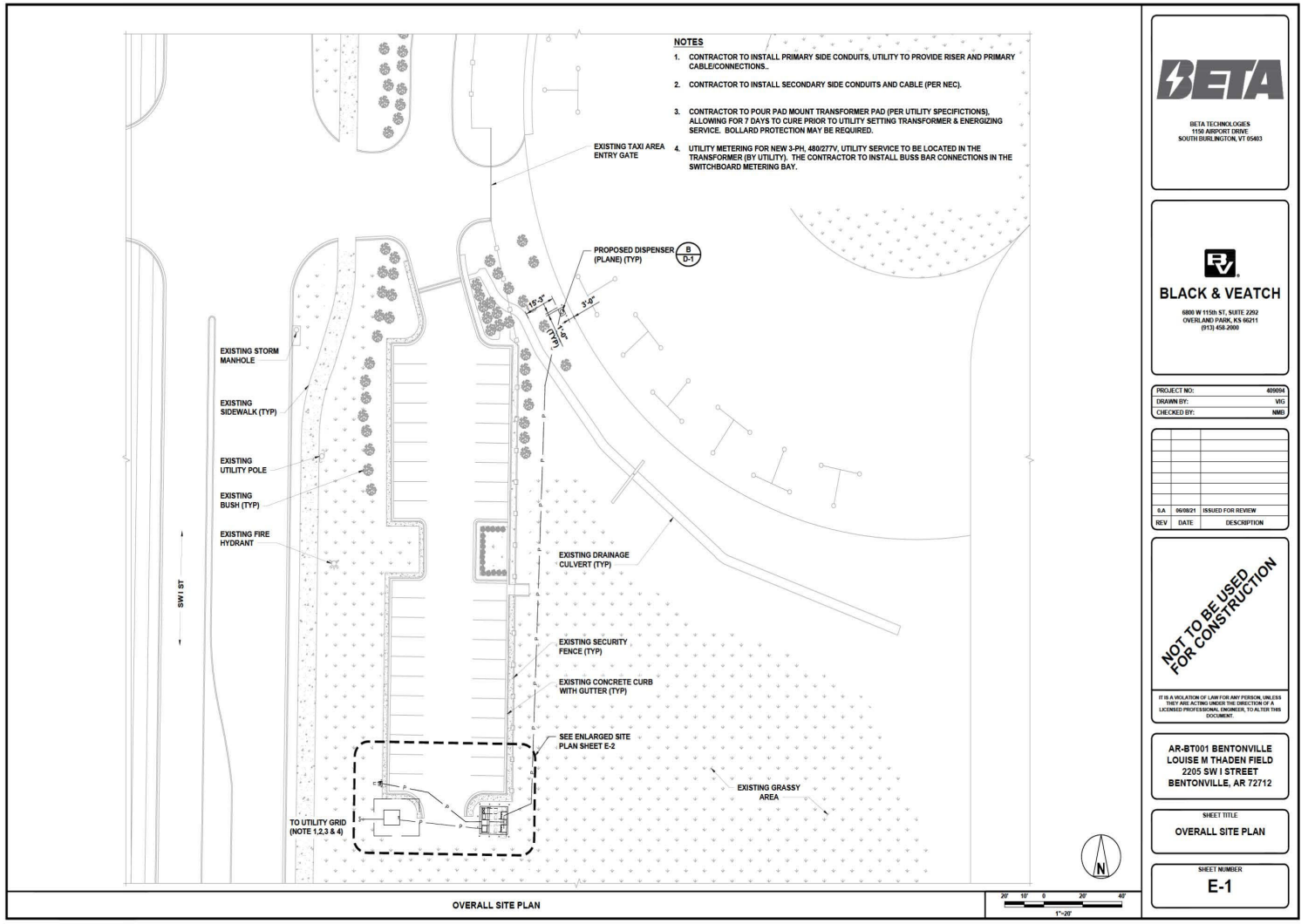
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AR-BT001 BENTONVILLE
LOUISE M THADEN FIELD
2205 SW I STREET
BENTONVILLE, AR 72712

SHEET TITLE
GENERAL NOTES 3

SHEET NUMBER
GN-3



OVERALL SITE PLAN

BETA

BETA TECHNOLOGIES
1150 AIRPORT DRIVE
SOUTH BURLINGTON, VT 05403

BLACK & VEATCH

6800 W 115th ST, SUITE 2252
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	409054
DRAWN BY:	VIG
CHECKED BY:	NMB

REV	DATE	DESCRIPTION
0.A	06/08/21	ISSUED FOR REVIEW

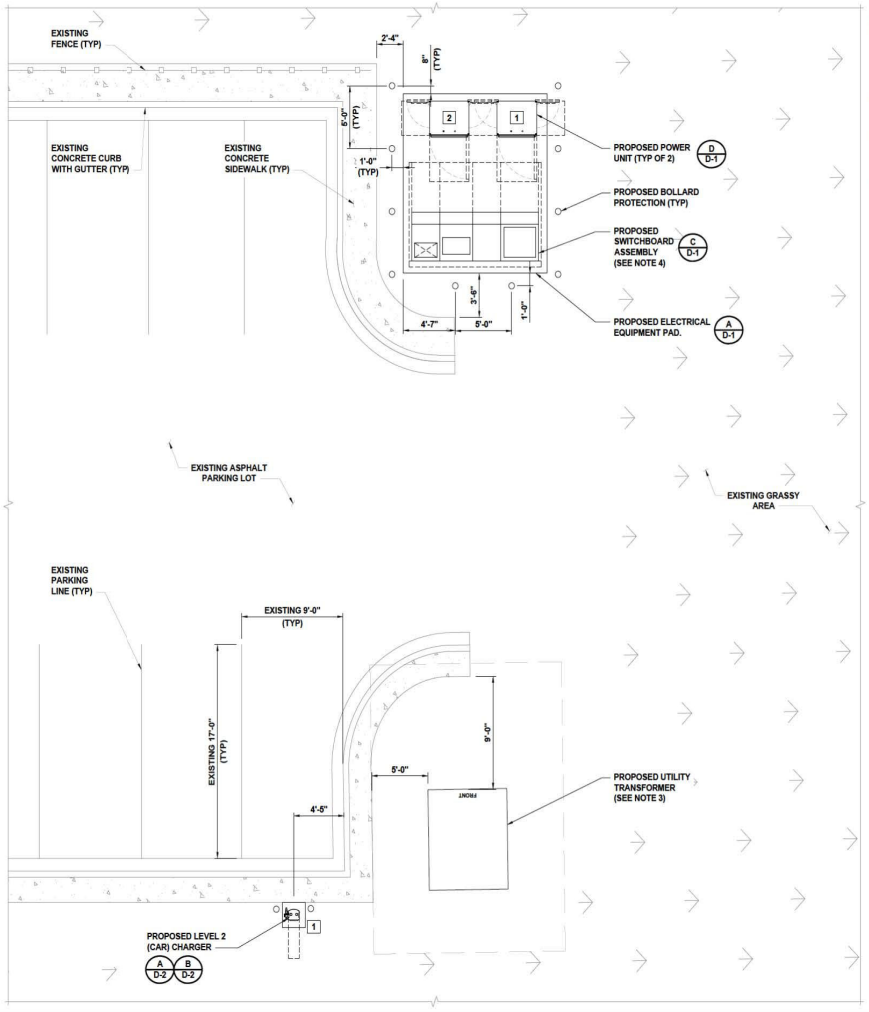
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LOUISE M THADEN FIELD
2205 SW I STREET
BENTONVILLE, AR 72712

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
E-1



ENLARGED SITE PLAN

1/4"=1'-0"

NOTES

1. SOD PLANTED IN THE FALL MUST ESTABLISH ITS ROOTS BEFORE THE FIRST WINTER FROST. DETERMINE WHEN THE FIRST FROST USUALLY OCCURS, AND PLANT THE SOD NO LATER THAN ONE MONTH BEFORE THE FIRST FROST. IF THE CONSTRUCTION IS FINISHED LATER THAN ONE MONTH BEFORE THE FIRST FROST, USE STRAW UNTIL SOD CAN BE INSTALLED.
2. THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO THE COMMENCEMENT OF THE WORK.
3. CONTRACTOR TO POUR PAD MOUNT TRANSFORMER PAD (84"W X 96"L X 18"D, PER UTILITY SPECIFICATIONS), ALLOWING FOR 7 DAYS TO CURE PRIOR TO UTILITY SETTING TRANSFORMER & ENERGIZING SERVICE. BOLLARD PROTECTION MAY BE REQUIRED.
4. APPROXIMATE SWITCHBOARD FOOTPRINT SHOWN, PENDING SWITCHBOARD MANUFACTURER PROVIDED DESIGN DRAWINGS. CONTRACTOR TO OBTAIN SWITCHBOARD DESIGN DRAWINGS FROM B&V ENGINEERING PRIOR TO CONFIGURING CONDUIT STUBUPS AND POURING EQUIPMENT PAD.

BETA TECHNOLOGIES
1150 AIRPORT DRIVE
SOUTH BURLINGTON, VT 05403

BLACK & VEATCH
6800 W 115th ST, SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	409094
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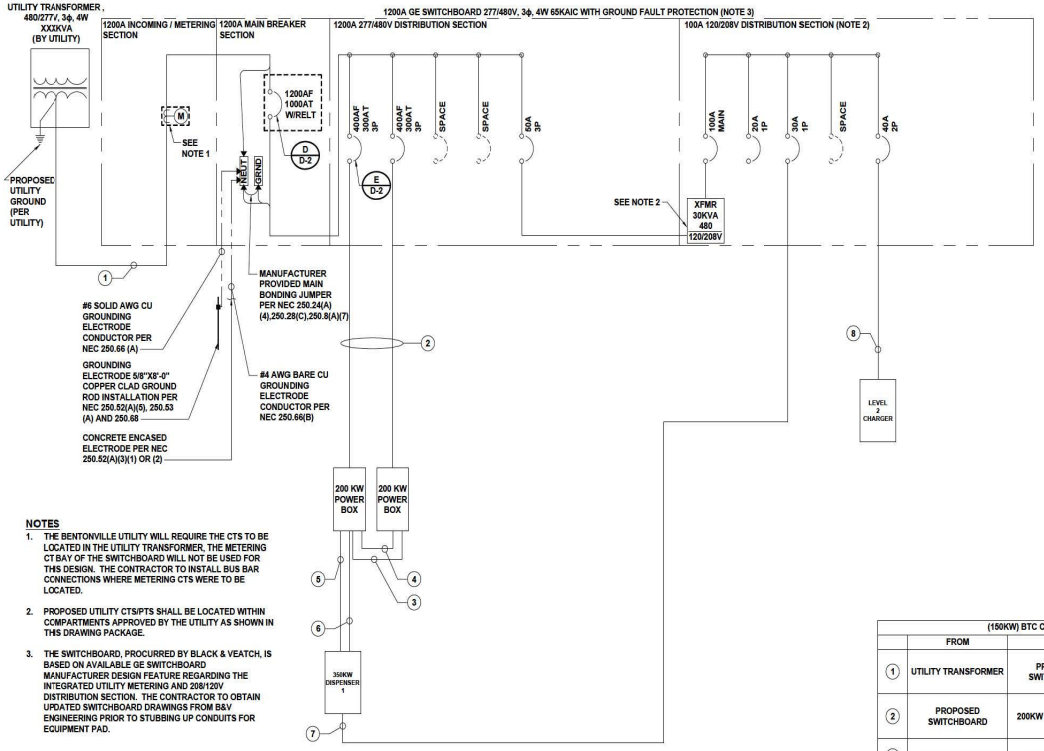
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LOUISE M THADEN FIELD
2205 SW I STREET
BENTONVILLE, AR 72712

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
E-2



NOTES

1. THE BENTONVILLE UTILITY WILL REQUIRE THE CTS TO BE LOCATED IN THE UTILITY TRANSFORMER, THE METERING CT BAY OF THE SWITCHBOARD WILL NOT BE USED FOR THIS DESIGN. THE CONTRACTOR TO INSTALL BUS BAR CONNECTIONS WHERE METERING CTS WERE TO BE LOCATED.
2. PROPOSED UTILITY CTS/PTS SHALL BE LOCATED WITHIN COMPARTMENTS APPROVED BY THE UTILITY AS SHOWN IN THIS DRAWING PACKAGE.
3. THE SWITCHBOARD, PROCURRED BY BLACK & VEATCH, IS BASED ON AVAILABLE GE SWITCHBOARD MANUFACTURER DESIGN FEATURE REGARDING THE INTEGRATED UTILITY METERING AND 208/120V DISTRIBUTION SECTION. THE CONTRACTOR TO OBTAIN UPDATED SWITCHBOARD DRAWINGS FROM B&V ENGINEERING PRIOR TO STUBBING UP CONDUITS FOR EQUIPMENT PAD.

LOAD SUMMARY			
	FLA	QTY	TOTAL FLA
350KW POWER UNIT	264	2	528
30KVA TRANSFORMER	24	1	24
LEVEL 2 AC CHARGER	30	1	30

TOTAL LOAD = 582A

(150KW) BTC CONDUIT AND WIRING SCHEDULE

	FROM	TO	CONFIGURATION
1	UTILITY TRANSFORMER	PROPOSED SWITCHBOARD	BY UTILITY
2	PROPOSED SWITCHBOARD	200KW POWER BOX 1	(3) 500 MCM AL (THWN-2) + (1) #2 AWG CU (THWN-2) EGC IN (1) 3" CONDUIT
3	200KW POWER BOX 1	200KW POWER BOX 2	(2) 350 MCM AL (XHHW-2) 1KV + (1) #2 AWG CU (THWN-2) EGC IN EACH OF (2) 2 1/2" CONDUITS
4	200KW POWER BOX 1	200KW POWER BOX 2	(1) 6 STRAND, 62.5UM BUFFERED I/O MM FIBER (ST/ST CONN) + (1) 2 CONDUCTOR #16 AWG (TW/SH PAIR) + (1) CAT 6 CABLE IN (1) 1 1/2" CONDUIT
5	PROPOSED POWER UNIT (EV CHARGER)	PROPOSED DC DISPENSER (POST) DC POWER	(2) 350 MCM AL (XHHW-2) 1KV + (1) #2 AWG CU (THWN-2) EGC IN EACH OF (2) 2 1/2" CONDUITS
6	PROPOSED POWER UNIT (EV CHARGER)	PROPOSED DC DISPENSER (POST) COMMUNICATION	(1) 6 STRAND, 62.5UM BUFFERED I/O MM FIBER (ST/ST CONN) + (1) 2 CONDUCTOR #16 AWG (TW/SH PAIR) + (1) CAT 6 CABLE IN (1) 1 1/2" CONDUIT
7	PROPOSED SWITCHBOARD 120/208V SECTION	PROPOSED DC DISPENSER (POST) AUXILIARY POWER	(1) #10 AWG CU (THWN-2) + (1) #10 AWG CU (THWN-2) NEUT + (1) #10 AWG CU (THWN-2) EGC IN (1) 3/4" CONDUIT
8	PROPOSED SWITCHBOARD 120/208V SECTION	LEVEL 2 CHARGER	(2) #8 AWG CU (THWN-2) + (1) #10 AWG CU (THWN-2) EGC IN (1) 1" CONDUIT

BETA TECHNOLOGIES
1150 AIRPORT DRIVE
SOUTH BURLINGTON, VT 05403

BLACK & VEATCH
6800 W 115th ST, SUITE 2252
OVERLAND PARK, KS 66211
(913) 458.2000

PROJECT NO:	409094
DRAWN BY:	VIG
CHECKED BY:	NMS

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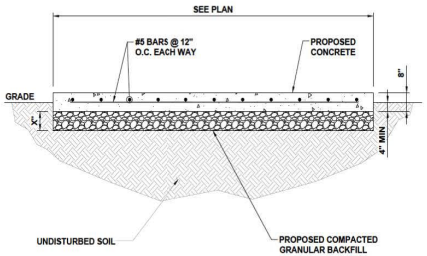
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LOUISE M THADEN FIELD
2205 SW I STREET
BENTONVILLE, AR 72712

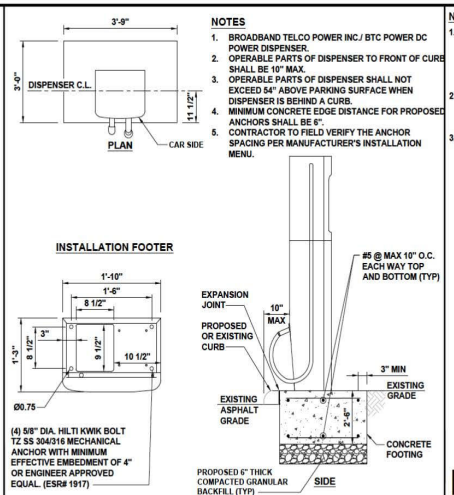
SHEET TITLE
SINGLE LINE DIAGRAM

SHEET NUMBER
E-3



PENDING

CONCRETE PAD DETAIL | NO SCALE | A



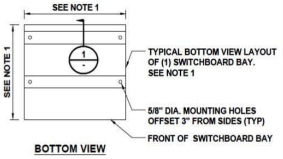
NOTES

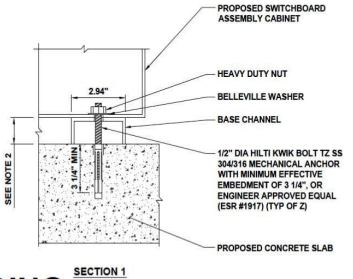
1. BROADBAND TELCO POWER INC./ BTC POWER DC POWER DISPENSER.
2. OPERABLE PARTS OF DISPENSER TO FRONT OF CURB SHALL BE 10" MAX.
3. OPERABLE PARTS OF DISPENSER SHALL NOT EXCEED 54" ABOVE PARKING SURFACE WHEN DISPENSER IS BEHIND A CURB.
4. MINIMUM CONCRETE EDGE DISTANCE FOR PROPOSED ANCHORS SHALL BE 6".
5. CONTRACTOR TO FIELD VERIFY THE ANCHOR SPACING PER MANUFACTURER'S INSTALLATION MENU.

DISPENSER DETAIL | NO SCALE | B

NOTES

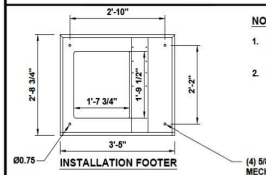
1. SEE FLOOR PLAN IN REFERENCED SWITCHBOARD ASSEMBLY DRAWINGS FOR MOUNTING HOLE LOCATION AND SWITCHBOARD BAY DIMENSIONS.
2. SEE ELEVATION IN REFERENCED SWITCHBOARD ASSEMBLY DRAWINGS FOR BASE CHANNEL DIMENSION.
3. MINIMUM CONCRETE EDGE DISTANCE FOR PROPOSED ANCHORAGE IS 9 INCHES.





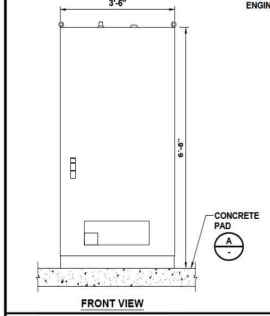
PENDING

SWITCHBOARD ANCHORAGE DETAIL | NO SCALE | C



NOTES

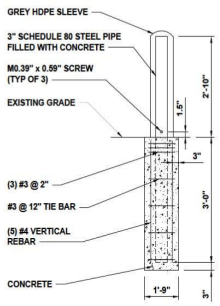
1. MINIMUM CONCRETE EDGE DISTANCE FOR PROPOSED ANCHORS SHALL BE 6".
2. ALL DIMENSIONS ARE IN INCHES.



POWER UNIT DETAIL | NO SCALE | D

NOTES

1. BOLLARD IS FOR WARNING PURPOSES ONLY.
2. BOLLARD DETAIL FOR BOLLARDS AROUND BETA EQUIPMENT.
3. CONTRACTOR TO PROVIDE (2) 6' LONG, 1/2" THICK FOAM STRIPS CROSSED OVER TOP OF STEEL PIPE TO STABILIZE SLIP COVER.



HDPE WARNING BOLLARD DETAIL | NO SCALE | E

DETAIL NOT USED | NO SCALE | F

BETA

BETA TECHNOLOGIES
1150 AIRPORT DRIVE
SOUTH BURLINGTON, VT 05403

BLACK & VEATCH

6800 W 115th ST, SUITE 2202
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	409094
DRAWN BY:	VIG
CHECKED BY:	NMB

REV	DATE	DESCRIPTION
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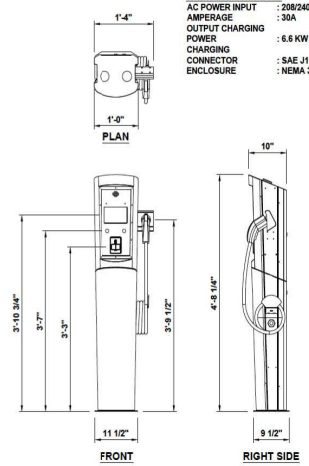
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AR-BT001 BENTONVILLE
LOUISE M THADEN FIELD
2205 SW I STREET
BENTONVILLE, AR 72712

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
D-1

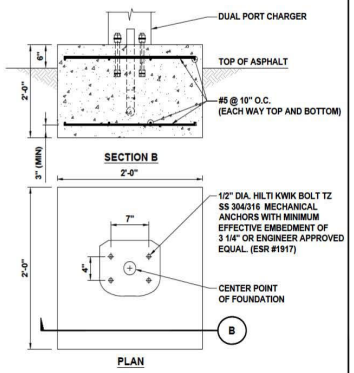


LEVEL 2 PEDESTAL

AC POWER INPUT	: 208/240 VAC, SINGLE PHASE.
AMPERAGE	: 30A
OUTPUT CHARGING POWER	: 6.6 KW - 7.2 KW
CHARGING CONNECTOR	: SAE J1772, 25' CABLE
ENCLOSURE	: NEMA 3R

NOTES

1. EQUIPMENT SHALL BE CENTERED ON FOUNDATION.
2. MINIMUM CONCRETE EDGE DISTANCE FOR PROPOSED ANCHORAGE IS 6 INCHES.



LEVEL 2 CHARGER	NO SCALE	A	LEVEL 2 CHARGER FOUNDATION DETAIL	NO SCALE	B	DETAIL NOT USED	NO SCALE	C
DETAIL NOT USED	NO SCALE	D	DETAIL NOT USED	NO SCALE	E	DETAIL NOT USED	NO SCALE	F

BETA TECHNOLOGIES
1150 AIRPORT DRIVE
SOUTH BURLINGTON, VT 05403

BLACK & VEATCH
6800 W 115th ST, SUITE 2252
OVERLAND PARK, KS 66211
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LOUISE M THADEN FIELD
2205 SW I STREET
BENTONVILLE, AR 72712

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
D-2

Federal Aviation Administration
10101 Hillwood Parkway
Fort Worth, Texas, TX 76177

Glenn Boles

July 19, 2021

TO:
City of Bentonville
Attn: Debbie Griffin
305 SW A Street
Bentonville, AR 72712
dgriffin@bentonvillear.com

CC:
Garver
Attn: Adam White
2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
ATWhite@GarverUSA.com

RE: *(See attached Table 1 for referenced case(s))*
FINAL DETERMINATION

Table 1 - Letter Referenced Case(s)

ASN	Prior ASN	Location	Latitude (NAD83)	Longitude (NAD83)	AGL (Feet)	AMSL (Feet)
2021-ASW-4116-NRA		BENTONVILLE,AR	36-20-58.42N	94-13-17.73W	8	1292

Description: This study is for the permanent construction of a charging dispenser for electric aircraft planned to be installed by BETA Technologies. It is planned to be installed adjacent to the circular apron and is not a vertiport structure, simply a charging station similar to an electric ground vehicle charging station, and does not require any new airspace or airspace modifications.

We do not object to the construction described in this proposal provided:

You comply with the requirements set forth in FAA Advisory Circular 150/5370-2, "Operational Safety on Airports During Construction."

For current Advisory Circulars go to www.oeaaa.faa.gov

A separate notice to the FAA is required for any construction equipment, such as temporary cranes, whose working limits would exceed the height and lateral dimensions of your proposal.

This determination does not constitute FAA approval or disapproval of the physical development involved in the proposal. It is a determination with respect to the safe and efficient use of navigable airspace by aircraft and with respect to the safety of persons and property on the ground.

In making this determination, the FAA has considered matters such as the effects the proposal would have on existing or planned traffic patterns of neighboring airports, the effects it would have on the existing airspace structure and projected programs of the FAA, the effects it would have on the safety of persons and property on the ground, and the effects that existing or proposed manmade objects (on file with the FAA), and known natural objects within the affected area would have on the airport proposal.

When your Airport Layout Plan is updated, please include this new development. In the meantime, we will show this feature on your current ALP approved on 08/18/2017.

This determination expires on January 19, 2023 unless:
(a) extended, revised or terminated by the issuing office.
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for the completion of construction, or the date the FCC denies the application.

NOTE: Request for extension of the effective period of this determination must be obtained at least 15 days prior to expiration date specified in this letter.

If you have any questions concerning this determination contact Kathy Franklin (817) 222-5697 katherine.franklin@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-ASW-4116-NRA.

Kathy Franklin
ADO
Signature Control No: 483688268-488504627

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH BETA TECHNOLOGIES, INC. FOR INSTALLATION OF COMMERCIAL CHARGING STATIONS AT THE BENTONVILLE MUNICIPAL AIRPORT.

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 Beta Technologies, Inc. for the installation of commercial charging stations at the Bentonville Municipal Airport, 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 _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Garver, LLC. for engineering and project services for SE Walton and J Street Intersection. The cost of this contract will be $394,495.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$394,495.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Wednesday, July 14, 2021

Re: PSA for SE Walton and J Street Intersection (MUNIS# 21ST0008)

Project Description:

The project consist of construction of dual left-turn lanes for northbound and southbound vehicles turning onto Walton Boulevard from SE J Street, and an additional through lane with a dedicated right-turn lane be constructed on the northbound approach.

Garver LLC has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $394,495.00.

Staff requests approval of a resolution allowing the Mayor and Clerk to enter into a PSA with Garver, LLC. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

MUNIS #21ST0008

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **SE WALTON AND J STREET INTERSECTION** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **GARVER, LLC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and

B. WIIEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and ENGINEER agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, ENGINEER agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

ENGINEER shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. ENGINEER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ENGINEER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

G. If the CITY fails to make any payment, not in dispute, due to ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;
2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and
4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. ENGINEER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that ENGINEER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that ENGINEER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ENGINEER pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and ENGINEERs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ENGINEER shall communicate to its employees. ENGINEER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to ENGINEER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, ENGINEER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the ENGINEER, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

A. CITY and ENGINEER agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

A. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER's services.

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed:** Three hundred ninety-four thousand four hundred ninety-five dollars and 00/100 $ 394,495.00 , unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

IN WITNESS THEREOF, the CITY and ENGINEER have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	**GARVER, LLC**
CITY	ENGINEER
	[redacted]
BY	BY
MAYOR	**SR. PROJECT MANAGER**
TITLE	TITLE
	6/30/2021
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

THE PROJECT CONSIST OF CONSTRUCTION OF DUAL LEFT-TURN LANES FOR NORTHBOUND AND SOUTHBOUND VEHICLES TURNING ONTO WALTON BOULEVARD FROM SE J STREET, AND AN ADDITIONAL THROUGH LANE WITH A DEDICATED RIGHT-TURN LANE BE CONSTRUCTED ON THE NORTHBOUND APPROACH.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ENGINEER is accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ENGINEER.

SERVICES BY THE ENGINEER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.
- Provide all services as described in APPENDIX B-1 entitled SUPPLEMENTAL SCOPE OF SERVICES.

APPENDIX B-1 – SUPPLEMENTAL SCOPE OF SERVICES

Appendix B-1 is intended to provide supplemental scope of services from that specified in Appendix B that further defines the services to be provided by Garver:

1. Surveys

1.1. Design Surveys

Garver will provide field survey data for designing the project, and this survey will be tied to the Owner's control network.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will establish control points for use during construction.

1.2. Property Surveys

Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

2. Geotechnical Services

Garver will subcontract with Grubbs, Hoskyn, Barton & Wyatt, Inc. to provide geotechnical services which will include:

2.1 Perform a pavement coring and sampling boring program that includes:

a. Perform site reconnaissance, mark boring locations, one-call, co-ordinate site access including obtaining ARDOT permit if required.

b. Coring the existing pavements at two (2) locations on SE J Street to obtain samples of the existing pavement for accurate measurement of the current pavement section – one (1) each on the north and south sides of the intersection.

c. Drill two (2) sample borings, one (1) at each core location, to 10-ft depth or auger refusal, whichever is less. Standard Penetration Values and soil samples will be obtained in the borings at 2-ft intervals.

d. All boreholes will be backfilled and pavements patched after completion of the borings.

2.2 Laboratory testing will be performed to evaluate pertinent physical properties and engineering characteristics of the subgrade strata. The laboratory testing program is expected to include moisture content and soil classification tests.

2.3 An engineering report will be prepared which will include the results of the field and laboratory tests. Detailed logs with photographs will be provided for each recovered pavement core. Analyses will be performed to develop recommendations for pavements, subgrade preparation, undercut potential, site grading, and construction considerations.

3. Coordination

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will furnish both preliminary and final plans to the following agencies: ARDOT, ADEQ, and Arkansas Department of Health for their review and comment.

Garver will also attend six (6) coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate. In addition, Garver will prepare for and attend one (1) public involvement meeting.

4. Conceptual Design

The conceptual design phase submittal will include a geometric and operational analysis of the intersection to determine the extents of the additional lanes, typical roadway sections, plan & profile sheets, and an opinion of probable construction cost.

For the water and sewer relocations, based on field survey information and the Owner's GIS and record drawings, Garver will provide horizontal layouts for proposed relocations of water and gravity sewer lines across and along the west side of SE J Street north and south of the intersection with SE Walton Blvd.

This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an order of magnitude cost estimate for the project. Garver will incorporate comments from the Owner in the Preliminary Design. Garver will proceed with Preliminary Design after the Conceptual Design is approved by the Owner in writing.

5. Preliminary Design

Once Garver receives written approval from Owner on Conceptual Design, Garver will begin Preliminary Design. The Preliminary Design phase submittal will include signalization plans, wheelchair ramp layouts, drainage plan & profile sheets, water & sewer relocation plan & profile, cross sections, demolition plan, signage/striping plan, preliminary drainage report, and an opinion of probable construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

6. Final Design

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Additional plan sheets to be included in the final design phase include survey control sheet, maintenance of traffic plans, driveway plans, intersection grading plans, erosion control plan, utility relocation notes, typical/special details and a final drainage report. Garver will also make any needed plan changes as a result of the

final review and/or special easement acquisition considerations and prepare the construction documents as required to advertise for bids.

Garver will also prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP) with ADEQ if necessary.

7. Property Acquisition Documents

Garver will provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include a key map showing all affected properties and an individual tract map with description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than eight (8) properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

8. Bidding Services

During the bidding phase of the project, Garver will:

A. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
B. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
C. Support the contract documents by preparing addenda as appropriate.
D. Participate in a pre-bid meeting if necessary.
E. Attend the bid opening.
F. Prepare bid tabulation.
G. Evaluate bids and recommend award.
H. Prepare construction contracts.

9. Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

A. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
B. Attend progress/coordination meetings with the Owner/Contractor.
C. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
D. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
E. Review the Contractor's progress payment requests based on the actual quantities of contract

items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

F. Prepare and furnish a record survey and record drawings.
G. Provide part-time resident construction observation services for the 240-calendar-day construction contract performance time. The proposed fee is based on approximately 4 hours per day, 5 days per week, during the 240-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
H. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
I. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.'

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

A. Consult with and advise the Owner during the construction period.
B. Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
C. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
D. Maintain a project diary which will contain information pertinent to each site visit.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

10. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

A. Digital copy of the Drainage Report.
B. Digital copy of the Geotechnical Report.
C. Digital copy of the Conceptual Design with opinion of probable construction cost.
D. Digital copy of the Preliminary Design with opinion of probable construction cost.
E. Digital copy of the Preliminary Plans to each potentially affected utility company.
F. Digital copy of the Final Design with opinion of probable construction cost.
G. Three hard copies of the revised Final Design with opinion of probable construction cost.
H. One digital copy of the revised Final Plans to each potentially affected utility company.
I. Three copies of the Final Plans and Specifications to the Contractor.
J. One digital copy of the right-of-way and/or easement acquisition documents.

K. One digital copy of the approved shop drawings/submittals from the Contractor.
L. One digital copy set of Record Drawings.

11. Extra Work

The following items are not included under this agreement but will be considered as extra work:

A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
B. Submittals or deliverables in addition to those listed herein.
C. Pavement Design beyond that furnished in the Geotechnical Report.
D. Design of any utilities relocation other than water and sewer.
E. Retaining walls or other significant structural design.
F. Street lighting or other electrical design beyond that required for the traffic signalization.
G. Tree Preservation or Landscaping Plan
H. Construction materials testing.
I. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
J. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
K. Services after construction, such as warranty follow-up, operations support, etc.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

Title I Service	**Estimated Fees**
Surveys	$ 43,710.00
As-Built Surveys	$ 11,650.00
Conceptual Design - Roadway	$ 24,600.00
Conceptual Design - Signalization	$ 7,175.00
Conceptual Design - Water & Sewer Relocations	$ 6,650.00
Preliminary Design - Roadway	$ 48,250.00
Preliminary Design - Signalization	$ 23,000.00
Preliminary Design - Water & Sewer Relocations	$ 20,000.00
Final Design - Roadway	$ 58,850.00
Final Design - Signalization	$ 9,050.00
Final Design - Water & Sewer Relocations	$ 29,850.00
Property Acquisition Documents	$ 14,210.00
Bidding Services	$ 5,500.00
Subtotal for Title I Service	**$ 302,495.00**
Title II Service	**Estimated Fees**
Construction Phase Services	$ 92,000.00
Subtotal for Title II Service	**$ 92,000.00**
Total All Services	**$ 394,495.00**

See Attached Fee Spreadsheets for a detailed breakdown of estimated hourly fees.

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Surveys – Design and Property	60 days from start date
Conceptual Design	45 days from Survey Completion
Geotechnical Engineering	30 days from approval of Conceptual Design
Preliminary Design	60 days from approval of Conceptual Design
Final Design	45 days from approval of Preliminary Design
Property Acquisition Documents	30 days from approval of Preliminary Design

Appendix C

City of Bentonville
SE Walton Blvd. & SE J Street Intersection

SURVEYS

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	T-2
	$161.00	$173.00	$131.00	$209.00	$229.00	$261.00	$106.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	2	2					
Quality Control Review		2					
Submittals to Client		2	2				
Subtotal - Project Management	**2**	**6**	**2**	**0**	**0**	**0**	**0**
2. Topographic Survey							
Survey Layout Map			2				
Establish Horizontal and Vertical Control Points		2	2	2	8		
Topographic Surveys		4	4	4	26		8
Utility Locates		2	8	2	8		
Data Processing/Preparation		4	24				
Stake Right of way (2 times max)		2	4		24		
Subtotal - Topographic Survey	**0**	**14**	**44**	**8**	**66**	**0**	**8**
3. Property Survey							
Record Research		1	4				
Property Surveys		4		4	26		
Data Processing/Preparation		4	24				
Subtotal - Property Survey	**0**	**9**	**28**	**4**	**26**	**0**	**0**
Hours	**2**	**29**	**74**	**12**	**92**	**0**	**8**
Salary Costs	$322.00	$5,017.00	$9,694.00	$2,508.00	$21,068.00	$0.00	$848.00

SUBTOTAL - SALARIES:		**$39,457.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$45.00	
Postage/Freight/Courier	$0.00	
Survey Supplies	$40.00	
Aerial Photography	$0.00	
Travel Costs	$168.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$253.00**
SUBTOTAL:		**$39,710.00**
SUBCONSULTANTS FEE: ArkUps		**$1,600.00**
SUBCONSULTANTS FEE: WACO		**$2,400.00**
TOTAL FEE:		**$43,710.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE J Street Intersection

AS-BULIT SURVEYS

WORK TASK DESCRIPTION	E-6	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	T-1
	$282.00	$161.00	$173.00	$131.00	$209.00	$229.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
1. As-Built Surveys							
As-Built Surveys			8	26	4	26	
Subtotal - As-Built Surveys	**0**	**0**	**8**	**26**	**4**	**26**	**0**
Hours	**0**	**0**	**8**	**26**	**4**	**26**	**0**
Salary Costs	$0.00	$0.00	$1,384.00	$3,406.00	$836.00	$5,954.00	$0.00

SUBTOTAL - SALARIES:		**$11,580.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$10.00	
Office Supplies/Equipment	$0.00	
Communications	$0.00	
Survey Supplies	$0.00	
Travel Costs	$60.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$70.00**
SUBTOTAL:		**$11,650.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$11,650.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE J Street Intersection

CONCEPTUAL DESIGN - ROADWAY

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$282.00	$229.00	$188.00	$161.00	$132.00	$115.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Typical Sections	1			4		8	12
Plan & Profile Sheets	2			8		40	40
Drainage Improvements	1			8		24	8
Utlity Companies Coordination	2			4			
Meetings/Coordination with City	4			4			
Opinion of Probable Construction Cost	1			2		6	4
QC Review	4			6			
Subtotal - Civil Engineering	**15**	**0**	**0**	**36**	**0**	**78**	**64**
Hours	**15**	**0**	**0**	**36**	**0**	**78**	**64**
Salary Costs	$4,230.00	$0.00	$0.00	$5,796.00	$0.00	$8,970.00	$5,376.00

SUBTOTAL - SALARIES:		**$24,372.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$208.00	
Postage/Freight/Courier	$0.00	
Office Supplies/Equipment	$10.00	
Travel Costs	$10.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$228.00**
TOTAL FEE:		**$24,600.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE J Street Intersection

CONCEPTUAL DESIGN - SIGNALIZATION

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$282.00	$229.00	$188.00	$161.00	$132.00	$115.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
1. Coordination & Analysis							
Site Visit	2					2	
Geometric & Operational Analysis					16		
Conceptual Pole Locations					8		
Summary Document	1				4		
Coordination (8 month design schedule)	8						
Subtotal - Coordination & Analysis	**11**	**0**	**0**	**0**	**28**	**2**	**0**
Hours	**11**	**0**	**0**	**0**	**28**	**2**	**0**
Salary Costs	$3,102.00	$0.00	$0.00	$0.00	$3,696.00	$230.00	$0.00

SUBTOTAL - SALARIES:		**$7,028.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$47.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$100.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$147.00**
TOTAL FEE:		**$7,175.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE J Street Intersection

CONCEPTUAL DESIGN - WATER & SEWER RELOCATIONS

WORK TASK DESCRIPTION	E-5	E-3	E-1	T-2	X-1
	$229.00	$161.00	$115.00	$106.00	$66.00
	hr	hr	hr	hr	hr
1. Project Management					
Review City's Water & Sewer Record Drawings		8	8		
Quality Control Review	2				
Submittals to Client		2			
Subtotal - Project Management	**2**	**10**	**8**	**0**	**0**
2. Civil Engineering					
Horizontal Layout of Water & Sewer Relocations		12	4	2	
Meetings/Coordination with City		4			
Opinion of Probable Construction Cost		2			
Subtotal - Civil Engineering	**0**	**18**	**4**	**2**	**0**
Hours	**2**	**28**	**12**	**2**	**0**
Salary Costs	$458.00	$4,508.00	$1,380.00	$212.00	$0.00

SUBTOTAL - SALARIES:		**$6,558.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$72.00	
Travel Costs	$20.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$92.00**
TOTAL FEE:		**$6,650.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE J Street Intersection

PRELIMINARY DESIGN - ROADWAY

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1	P-1	X-2
	$282.00	$229.00	$188.00	$161.00	$132.00	$115.00	$84.00	$138.00	$89.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering									
Preliminary Plans									
Typical Sections	1			2		4	10		
Plan & Profile Sheets	2			12		40	24		
Drainage Plan & Profile Sheets	1			12		24	16		
Cross Sec ions	1			2		16	16		
Demolition Plan	1			2		4	4		
Preliminary Drainage Report	1			4		24	16		
Signage and Striping Plans	1			4		8	8		
Coordina ion with Geotechnical Subconsultant	1			2					
Coordina ion with Utility Companies	1			4			4		
Coordina ion and Mee ings wi h Owner	4			6					
Coordina ion with DOT	2			8		2			
Opinion of Probable Construction Cost	2			4		8	2		
QC Review	4			8					
Subtotal - Civil Engineering	**22**	**0**	**0**	**70**	**0**	**130**	**100**	**0**	**0**
2. Public Outreach									
Prepare outreach material				2				10	10
Prepare materials for public meeting				2				5	
Attend public mee ing	3			3		4		10	
Compile mee ing summary for City								4	
Subtotal - Public Outreach	**3**	**0**	**0**	**7**	**0**	**4**	**0**	**29**	**10**
Hours	**25**	**0**	**0**	**77**	**0**	**134**	**100**	**29**	**10**
Salary Costs	$7,050.00	$0.00	$0.00	$12,397.00	$0.00	$15,410.00	$8,400.00	$4,002.00	$890.00

SUBTOTAL - SALARIES:		**$48,149.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$76.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$25.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$101.00**
TOTAL FEE:		**$48,250.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE J Street Intersection

PRELIMINARY DESIGN - SIGNALIZATION

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$282.00	$229.00	$188.00	$161.00	$132.00	$115.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
1. Preliminary Signal Plans							
Traffic Signal Notes						1	
System Map						2	
Street Name Signs						1	
Summary of Quantities/Quantity Calculations	1		1		2	6	
Conduit Capacity Calculations			1			1	
Signal Layout Sheet	1		1		10	6	
60 Scale Sheet	1		1		1	3	
40 Scale Sheet	1		1		1	3	
Wiring Diagram	1		1		2	1	
Charts Sheet	1		1		1	3	
Temporary Signal Plans (Assume 2 Phases)			10		10	20	
Wheelchair Ramp Layout and Details	1		2		2	4	
QA/QC	10				15		
Plan Corrections and Submittal	1				6	16	
Subtotal - Preliminary Signal Plans	**18**	**0**	**19**	**0**	**50**	**67**	**0**
Hours	**18**	**0**	**19**	**0**	**50**	**67**	**0**
Salary Costs	$5,076.00	$0.00	$3,572.00	$0.00	$6,600.00	$7,705.00	$0.00

SUBTOTAL - SALARIES:		**$22,953.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$47.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$47.00**
TOTAL FEE:		**$23,000.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE J Street Intersection

PRELIMINARY DESIGN - WATER & SEWER RELOCATIONS

WORK TASK DESCRIPTION	E-5	E-3	E-1	T-2	X-1
	$229.00	$161.00	$115.00	$106.00	$66.00
	hr	hr	hr	hr	hr
1. Project Management					
Administration and Coordination	4	4	2		
Quality Control Review	8	2			
Submittals to Client		4		4	2
Subtotal - Project Management	**12**	**10**	**2**	**4**	**2**
2. Civil Engineering					
Preliminary Plans					
Horizontal Alignments		6		4	
Vertical Alignments		24			
Plan & Profile Sheets		6	8	40	
Coordination with Utility Companies		4	2		
Coordination and Meetings with Owner		4		2	2
Opinion of Probable Construction Cost		4	8		
Subtotal - Civil Engineering	**0**	**48**	**18**	**46**	**2**
Hours	**12**	**58**	**20**	**50**	**4**
Salary Costs	$2,748.00	$9,338.00	$2,300.00	$5,300.00	$264.00

SUBTOTAL - SALARIES:		**$19,950.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$30.00	
Travel Costs	$20.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$50.00**
TOTAL FEE:		**$20,000.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE J Street Intersection

FINAL DESIGN - ROADWAY

WORK TASK DESCRIPTION	E-6	E-3	E-2	E-1	T-1	P-2	P-1
	$282.00	$161.00	$132.00	$115.00	$84.00	$172.00	$138.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Final Plans							
Typical Sections		2		2	4		
Survey Control Sheets		2		2	2		
Plan & Profile Sheets	2	12		32	24		
Drainage Plan & Profile Sheets	2	8		24	16		
Cross Sections		2		8	4		
Maintenance of Traffic Plan	1	8		16	12		
Driveways		1		4	2		
Final Drainage Report		6		24	4		
Signage and Striping Plans		4		16	4		
Intersection Grading Plans		4		16	16		
Miscellaneous Details		4		16	18		
Demolition Plan		2		4	4		
Erosion Control Plans		2		4	4		
QC Review	6	8					
Coordination with Utility Companies		6			2		
Coordination and Meetings with Owner	4	8		8			
Coordination with DOT		8		12			
SWPPP/Coordination with DEQ		2				2	8
Specifications/Contract Documents		8		24			
Opinion of Probable Construction Cost	1	5		12	8		
Subtotal - Civil Engineering	**16**	**102**	**0**	**224**	**124**	**2**	**8**
Hours	**16**	**102**	**0**	**224**	**124**	**2**	**8**
Salary Costs	$4,512.00	$16,422.00	$0.00	$25,760.00	$10,416.00	$344.00	$1,104.00

SUBTOTAL - SALARIES:		**$58,558.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$276.00	
Travel Costs	$16.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$292.00**
TOTAL FEE:		**$58,850.00**

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City of Bentonville
SE Walton Blvd. & SE J Street Intersection

FINAL DESIGN - SIGNALIZATION

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$282.00	$229.00	$188.00	$161.00	$132.00	$115.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
2. 90% Plans							
Final Signal Plans	1				1	2	
Quantity Updates	2				2	2	
Special Provisions			2				
Construction Cost Estimate			1		1		
Plan Check	5				5		
Plan Submittal and Corrections					5	5	
Subtotal - 90% Plans	**8**	**0**	**3**	**0**	**14**	**9**	**0**
3. 100% Plans							
Plan Check	5				5		
Plan Submittal (Signed and Sealed)					5	5	
Subtotal - 100% Plans	**5**	**0**	**0**	**0**	**10**	**5**	**0**
Hours	**13**	**0**	**3**	**0**	**24**	**14**	**0**
Salary Costs	$3,666.00	$0.00	$564.00	$0.00	$3,168.00	$1,610.00	$0.00

SUBTOTAL - SALARIES:		**$9,008.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$42.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$42.00**
TOTAL FEE:		**$9,050.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE J Street Intersection

FINAL DESIGN - WATER & SEWER RELOCATIONS

WORK TASK DESCRIPTION	E-5	E-3	E-1	T-2	X-1
	$229.00	$161.00	$115.00	$106.00	$66.00
	hr	hr	hr	hr	hr
1. Project Management					
Administration and Coordination	4	8	2		
Quality Control Review	16	2			
Submittals to Client		4		4	2
Subtotal - Project Management	**20**	**14**	**2**	**4**	**2**
2. Civil Engineering					
Final Plans					
Horizontal Alignments		4			
Vertical Alignments		24			
Plan & Profile Sheets		16		60	
Typical Details		2	4	12	
Final Review/Walkthrough with City		4			
Coordination with Utility Companies		4			
Coordination with ADH		4	8	2	
Coordination with ArDOT		2		2	
Specifications/Contract Documents		4			
Quantities		2	8		
Opinion of Probable Construction Cost		4			
Subtotal - Civil Engineering	**0**	**70**	**20**	**76**	**0**
Hours	**20**	**84**	**22**	**80**	**2**
Salary Costs	$4,580.00	$13,524.00	$2,530.00	$8,480.00	$132.00

SUBTOTAL - SALARIES:		**$29,246.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$64.00	
ADH Review Fee	$500.00	
Travel Costs	$40.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$604.00**
TOTAL FEE:		**$29,850.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE J Street Intersection

PROPERTY ACQUISITION DOCUMENTS

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	X-1
	$161.00	$173.00	$131.00	$209.00	$229.00	$261.00	$66.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	2	4					
Quality Control Review		2					
Submittals to Client	1	2	4				
Subtotal - Project Management	**3**	**8**	**4**	**0**	**0**	**0**	**0**
2. Acquisition Documents							
Documents		16	32				
Temporary Construction Easements		8	16				
Coordination with Owner	4	4					
Subtotal - Acquisition Documents	**4**	**28**	**48**	**0**	**0**	**0**	**0**
Hours	**7**	**36**	**52**	**0**	**0**	**0**	**0**
Salary Costs	$1,127.00	$6,228.00	$6,812.00	$0.00	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$14,167.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$43.00	
Postage/Freight/Courier	$0.00	
Office Supplies/Equipment	$0.00	
Survey Supplies	$0.00	
Locator/Tracer/Thermal Imager Equipment	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$43.00**
TOTAL FEE:		**$14,210.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE J Street Intersection

BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$282.00	$229.00	$188.00	$161.00	$132.00	$115.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs to prospective bidders				2			
Addendums/Inquiries	2			6			
Pre-Bid Meeting	2			2			
Bid Opening	2			2			
Prepare bid tabulation				1		2	
Evaluate bids and recommend award	1			2			
Prepare construction contracts				2			1
Notice to Proceed				1			
Subtotal - Civil Engineering	**7**	**0**	**0**	**18**	**0**	**2**	**1**
Hours	**7**	**0**	**0**	**18**	**0**	**2**	**1**
Salary Costs	$1,974.00	$0.00	$0.00	$2,898.00	$0.00	$230.00	$84.00

SUBTOTAL - SALARIES:		**$5,186.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$200.00	
Postage/Freight/Courier	$40.00	
Travel Costs	$74.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$314.00**
TOTAL FEE:		**$5,500.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE J Street Intersection

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-6	E-3	E-2	E-1	T-1	C-3	C-1
	$282.00	$161.00	$132.00	$115.00	$84.00	$159.00	$101.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Preconstruc ion Meeting	2	2		2			
Progress Meetings with Contractor/City		8					8
Monthly Pay Requests		8					8
Shop Drawings/Material Submittals	2	24		16			
Record Drawings	2	8		8	16		
Record Drawing Drainage Report	1	4		8	8		
Resident Construction Observation (4 hrs/day for 240 calendar day							686
Prepare Change Orders		4		4	4		
Final Project Inspection and Punchlist	2	8					4
Subtotal - Civil Engineering	**9**	**66**	**0**	**38**	**28**	**0**	**706**
Hours	**9**	**66**	**0**	**38**	**28**	**0**	**706**
Salary Costs	$2,538.00	$10,626.00	$0.00	$4,370.00	$2,352.00	$0.00	$71,306.00

SUBTOTAL - SALARIES:		**$91,192.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$108.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$700.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$808.00**
TOTAL FEE:		**$92,000.00**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH GARVER, LLC, FOR ENGINEERING AND PROJECT SERVICES FOR SE WALTON AND J STREET INTERSECTION.

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 Garver, LLC for engineering and project services for SE Walton and J Street Intersection (MUNIS #21ST0008) in an amount of $394,495.00 as set forth in the Professional Services 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 _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Garver, LLC. for engineering and project services for Walton and Medical Center Intersection. The cost of this contract will be $355,089.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$355,089.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Wednesday, July 14, 2021

Re: PSA for Walton and Medical Center Intersection (MUNIS# 21ST0007)

Project Description:

The project consist of improvements to the existing intersection of Walton Boulevard and SE Medical Center Parkway. This includes the construction of dual turn lanes onto Walton Boulevard and a dedicated northbound right-turn lane.

Garver LLC has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $355,089.00.

Staff requests approval of a resolution allowing the Mayor and Clerk to enter into a PSA with Garver, LLC. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

(MUNIS #21ST0007)

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **WALTON AND MEDICAL CENTER INT** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **GARVER, LLC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and

B. WIIEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and ENGINEER agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, ENGINEER agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

ENGINEER shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. ENGINEER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ENGINEER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

G. If the CITY fails to make any payment, not in dispute, due to ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. ENGINEER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that ENGINEER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that ENGINEER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ENGINEER pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and ENGINEERs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ENGINEER shall communicate to its employees. ENGINEER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to ENGINEER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, ENGINEER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the ENGINEER, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

A. CITY and ENGINEER agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

A. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER's services.

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed:** Three hundred fifty-five thousand eighty nine dollars and 00/100 $ 355,089.00 , unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

IN WITNESS THEREOF, the CITY and ENGINEER have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	**GARVER, LLC**
CITY	
	[redacted]
BY	BY
MAYOR	**SR. PROJECT MANAGER**
TITLE	TITLE
	6/30/2021
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

THE PROJECT CONSIST OF IMPROVEMENTS TO THE EXISTING INTERSECTION OF WALTON BOULEVARD AND SE MEDICAL CENTER PARKWAY. THIS INCLUDES THE CONSTRUCTION OF DUAL TURN LANES ONTO WALTON BOULEVARD AND A DEDICATED NORTHBOUND RIGHT-TURN LANE.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ENGINEER is accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ENGINEER.

SERVICES BY THE ENGINEER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.
- Provide all services as described in APPENDIX B-1 entitled SUPPLEMENTAL SCOPE OF SERVICES.

APPENDIX B-1 – SUPPLEMENTAL SCOPE OF SERVICES

Appendix B-1 is intended to provide supplemental scope of services from that specified in Appendix B that further defines the services to be provided by Garver:

1. Surveys

1.1. Design Surveys

Garver will provide field survey data for designing the project, and this survey will be tied to the Owner's control network. Extents of the survey were determined based on the City Project Summary Sheet.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will establish control points for use during construction.

1.2. Property Surveys

Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

2. Geotechnical Services

Garver will subcontract with Grubbs, Hoskyn, Barton & Wyatt, Inc. to provide geotechnical services which include:

2.1 Perform a pavement coring and sampling boring program that includes:

a. Perform site reconnaissance, mark boring locations, one-call, coordinate site access including obtaining ARDOT permit if required.

b. Coring the existing pavements at two (2) locations on SE Medical Center Parkway to obtain samples of the existing pavement for accurate measurement of the current pavement section – one (1) each on the north and south sides of the intersection.

c. Drill two (2) sample borings, one (1) at each core location, to 10-ft depth or auger refusal, whichever is less. Standard Penetration Values and soil samples will be obtained in the borings at 2-ft intervals.

d. All boreholes will be backfilled and pavements patched after completion of the borings.

2.2 Laboratory testing will be performed to evaluate pertinent physical properties and engineering characteristics of the subgrade strata. The laboratory testing program is expected to include moisture content and soil classification tests.

2.3 An engineering report will be prepared which will include the results of the field and laboratory tests. Detailed logs with photographs will be provided for each recovered pavement core. Analyses will be performed to develop recommendations for pavements, subgrade preparation, undercut potential, site grading, and construction considerations.

3. Coordination

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will furnish final plans to the following agencies: ARDOT, ADEQ, and Arkansas Department of Health for their review and comment.

Garver will also attend six (6) coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate. In addition, Garver will prepare for and attend one (1) public involvement meeting.

4. Conceptual Design

The conceptual design phase submittal will include a geometric and operational analysis of the intersection to determine the extents of the additional lanes, typical roadway sections, plan & profile sheets and an opinion of probable construction cost.

For the water & sewer relocations, based on field survey information and the Owner's GIS and record drawings, Garver will provide horizontal layouts for proposed relocations of 12" water and 18" gravity sewer lines affected by the proposed intersection improvements. Relocations of water and sewer lines crossing Osage Tributary 1 are not anticipated and are specifically excluded from this scope.

This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an order of magnitude cost estimate for the project. Garver will incorporate comments from the Owner in the Preliminary Design. Garver will proceed with Preliminary Design after the Conceptual Design is approved by the Owner in writing.

5. Preliminary Design

Once Garver receives written approval from Owner on Conceptual Design, Garver will begin Preliminary Design. The Preliminary Design phase submittal will include all plan sheets listed in the conceptual design phase plus signalization plans, wheelchair ramp layouts, drainage plan & profile sheets, water & sewer relocation plan & profile, cross sections, demolition plan, signage/striping plan, preliminary drainage report, and an opinion of probable construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

6. Final Design

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Additional plan sheets to be included in the final design phase include survey control sheet, maintenance of traffic plans, driveway plans, intersection grading plans, erosion control plan, typical/special details and a final drainage report. Garver will also make any needed plan changes as a result of the final reviews and/or

special easement acquisition considerations and prepare the construction documents as required to advertise for bids.

Garver will also prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP) with ADEQ if necessary.

7. Property Acquisition Documents

Garver will provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include a key map showing all affected properties and an individual tract map with description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than four (4) properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

8. Bidding Services

During the bidding phase of the project, Garver will:

A. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
B. Dispense digital construction contract documents to prospective.
C. Support the contract documents by preparing addenda as appropriate.
D. Participate in a pre-bid meeting if necessary.
E. Attend the bid opening.
F. Prepare bid tabulation.
G. Evaluate bids and recommend award.
H. Prepare construction contracts.

9. Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

A. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
B. Attend progress/coordination meetings with the Owner/Contractor.
C. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
D. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
E. Review the Contractor's progress payment requests based on contractor provided quantities of contract items accepted and Garver will make a recommendation to the Owner regarding

payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

F. Prepare and furnish a record survey and record drawings.
G. Provide part-time resident construction observation services for the 180-calendar-day construction contract performance time. The proposed fee is based on approximately 4 hours per day, 5 days per week, during the 180-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
H. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
I. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.'

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

A. Consult with and advise the Owner during the construction period.
B. Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
C. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
D. Maintain a project diary which will contain information pertinent to each site visit.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

10. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

A. Digital copy of the Drainage Report.
B. Digital copy of the Geotechnical Report.
C. Digital copy of the Conceptual Design with opinion of probable construction cost.
D. Digital copy of the Preliminary Design with opinion of probable construction cost.
E. Digital copy of the Preliminary Plans to each potentially affected utility company.
F. Digital copy of the Final Design with opinion of probable construction cost.
G. Three hard copies of the revised Final Design with opinion of probable construction cost.
H. One digital copy of the revised Final Plans to each potentially affected utility company.
I. Three copies of the Final Plans and Specifications to the Contractor.
J. One digital copy of the right-of-way and/or easement acquisition documents.
K. One digital copy of the approved shop drawings/submittals from the Contractor.

L. One digital copy set of Record Drawings.
M. Electronic files as requested.

11. Extra Work

The following items are not included under this agreement but will be considered as extra work:

A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
B. Submittals or deliverables in addition to those listed herein.
C. Pavement Design beyond that furnished in the Geotechnical Report.
D. Design of any utilities relocation other than water and sewer.
E. Design of water & sewer relocations crossing Osage Tributary 1.
F. Retaining walls or other significant structural design.
G. Tree Preservation and Landscaping Plan
H. Street lighting or other electrical design beyond that required for traffic signalization.
I. Construction materials testing.
J. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
K. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
L. Services after construction, such as warranty follow-up, operations support, etc.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

Title I Service	**Estimated Fees**
Surveys	$ 29,250.00
As-Built Survey	$ 6,299.00
Conceptual Design - Roadway	$ 23,650.00
Conceptual Design - Signalization	$ 6,600.00
Conceptual Design - Water & Sewer Relocations	$ 5,000.00
Preliminary Design - Roadway	$ 45,725.00
Preliminary Design - Signalization	$ 23,000.00
Preliminary Design - Water & Sewer Relocations	$ 16,100.00
Final Design - Roadway	$ 58,850.00
Final Design - Signalization	$ 9,050.00
Final Design - Water & Sewer Relocations	$ 24,550.00
Property Acquisition Documents	$ 12,340.00
Bidding Services	$ 5,500.00
Subtotal for Title I Service	**$ 265,914.00**
Title II Service	**Estimated Fees**
Construction Phase Services	$ 89,175.00
Subtotal for Title II Service	**$ 89,175.00**
Total All Services	**$ 355,089.00**

See attached fee spreadsheets for a detailed breakdown of hourly estimates.

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Surveys – Design and Property	60 days from start date
Conceptual Design	45 days from Survey Completion
Geotechnical Engineering	30 days from approval of Conceptual Design
Preliminary Design	60 days from approval of Conceptual Design
Final Design	45 days from approval of Preliminary Design
Property Acquisition Documents	30 days from approval of Preliminary Design

Appendix C

City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

SURVEYS

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	T-2
	$161.00	$173.00	$131.00	$209.00	$229.00	$261.00	$106.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	2	2					
Quality Control Review		2					
Submittals to Client		2					
Subtotal - Project Management	**2**	**6**	**0**	**0**	**0**	**0**	**0**
2. Topographic Survey							
Survey Layout Map			1				
Establish Horizontal and Vertical Control Points		1		2	4		
Topographic Surveys		2		4	16		
Locate Utilities		2	4	4	6		
Data Processing/Preparation		2	16				2
Stake Right of way (2 imes max)		1	2		16		
Subtotal - Topographic Survey	**0**	**8**	**23**	**10**	**42**	**0**	**2**
3. Property Survey							
Record Research			2				
Property Surveys				4	16		
Data Processing/Preparation		4	16				
Subtotal - Property Survey	**0**	**4**	**18**	**4**	**16**	**0**	**0**
Hours	**2**	**18**	**41**	**14**	**58**	**0**	**2**
Salary Costs	$322.00	$3,114.00	$5,371.00	$2,926.00	$13,282.00	$0.00	$212.00

SUBTOTAL - SALARIES:		**$25,227.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$20.00	
Postage/Freight/Courier	$0.00	
Survey Supplies	$0.00	
Aerial Photography	$0.00	
Travel Costs	$103.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$123.00**
SUBTOTAL:		**$25,350.00**
SUBCONSULTANTS FEE: ArkUps		**$1,500.00**
SUBCONSULTANTS FEE:		**$2,400.00**
TOTAL FEE:		**$29,250.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

AS-BUILT SURVEY

WORK TASK DESCRIPTION	- Select Category -	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	T-1
	$0.00	$161.00	$173.00	$131.00	$209.00	$229.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
1. As-Built Survey							
As-Built			2	16		16	2
Subtotal - As-Built Survey	**0**	**0**	**2**	**16**	**0**	**16**	**2**
Hours	**0**	**0**	**2**	**16**	**0**	**16**	**2**
Salary Costs	$0.00	$0.00	$346.00	$2,096.00	$0.00	$3,664.00	$168.00

SUBTOTAL - SALARIES:		**$6,274.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$0.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$25.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$25.00**
SUBTOTAL:		**$6,299.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$6,299.00**

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City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

CONCEPTUAL DESIGN - ROADWAY

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$282.00	$229.00	$188.00	$161.00	$132.00	$115.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Typical Sections				4		8	12
Plan & Profile Sheets	2			8		40	40
Drainage Improvements	1			8		24	8
Utility Companies Coordination				4			
Meetings/Coordination with City	4			4			
Opinion of Probable Construction Cost	1			2		6	4
QC Review	4			6			
Subtotal - Civil Engineering	**12**	**0**	**0**	**36**	**0**	**78**	**64**
Hours	**12**	**0**	**0**	**36**	**0**	**78**	**64**
Salary Costs	$3,384.00	$0.00	$0.00	$5,796.00	$0.00	$8,970.00	$5,376.00

SUBTOTAL - SALARIES:		**$23,526.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$104.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$20.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$124.00**
TOTAL FEE:		**$23,650.00**

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City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

CONCEPTUAL DESIGN - SIGNALIZATION

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$282.00	$229.00	$188.00	$161.00	$132.00	$115.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
1. Coordination & Analysis							
Site Visit	2					2	
Geometric & Operational Analysis					16		
Conceptual Pole Locations					8		
Summary Document	1				4		
Coordination (6 month design schedule)	6						
Subtotal - Coordination & Analysis	**9**	**0**	**0**	**0**	**28**	**2**	**0**
Hours	**9**	**0**	**0**	**0**	**28**	**2**	**0**
Salary Costs	$2,538.00	$0.00	$0.00	$0.00	$3,696.00	$230.00	$0.00

SUBTOTAL - SALARIES:		**$6,464.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$36.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$100.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$136.00**
SUBTOTAL:		**$6,600.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$6,600.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

CONCEPTUAL DESIGN - WATER & SEWER RELOCATIONS

WORK TASK DESCRIPTION	E-5	E-3	E-1	T-2	X-1	- Select Category -	- Select Category -
	$229.00	$161.00	$115.00	$106.00	$66.00	$0.00	$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Review City's Water & Sewer Record Drawings		8	8				
Quality Control Review	2						
Submittals to Client		2					
Subtotal - Project Management	**2**	**10**	**8**	**0**	**0**	**0**	**0**
2. Civil Engineering							
Horizontal Layout of Water & Sewer Relocations		2	4	2			
Meetings/Coordination with City		4					
Opinion of Probable Construction Cost		2					
Subtotal - Civil Engineering	**0**	**8**	**4**	**2**	**0**	**0**	**0**
Hours	**2**	**18**	**12**	**2**	**0**	**0**	**0**
Salary Costs	$458.00	$2,898.00	$1,380.00	$212.00	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$4,948.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$32.00	
Travel Costs	$20.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$52.00**
SUBTOTAL:		**$5,000.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$5,000.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

PRELIMINARY DESIGN - ROADWAY

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1	P-1	X-2
	$282.00	$229.00	$188.00	$161.00	$132.00	$115.00	$84.00	$138 00	$89.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering									
Preliminary Plans									
Typical Sections				2		4	10		
Plan & Profile Sheets	2			12		40	24		
Drainage Plan & Profile Sheets	1			12		24	16		
Cross Sec ions				2		16	16		
Demoli ion Plan				2		4	4		
Preliminary Drainage Report				4		24	16		
Signage and Striping Plans				4		8	8		
Coordina ion with Geotechnical Subconsultant				2					
Coordina ion with Utility Companies				4			4		
Coordina ion and Mee ings wi h Owner	4			6					
Coordina ion with ARDOT				8		2			
Opinion of Probable Construction Cost	2			4		8	2		
QC Review	4			8					
Subtotal - Civil Engineering	**13**	**0**	**0**	**70**	**0**	**130**	**100**	**0**	**0**
2. Public Outreach									
Prepare outreach material				2				10	10
Prepare materials for public meeting				2				5	
Attend public mee ing	3			3		4		10	
Compile mee ing summary for City								4	
Subtotal - Public Outreach	**3**	**0**	**0**	**7**	**0**	**4**	**0**	**29**	**10**
Hours	**16**	**0**	**0**	**77**	**0**	**134**	**100**	**29**	**10**
Salary Costs	$4,512.00	$0.00	$0.00	$12,397.00	$0.00	$15,410.00	$8,400 00	$4,002 00	$890.00

SUBTOTAL - SALARIES:		**$45,611.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$76.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$38.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$114.00**
TOTAL FEE:		**$45,725.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

PRELIMINARY DESIGN - SIGNALIZATION

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$282.00	$229.00	$188.00	$161.00	$132.00	$115.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
1. Preliminary Signal Plans							
Traffic Signal Notes						1	
System Map						2	
Street Name Signs						1	
Summary of Quantities/Quantity Calculations	1		1		2	6	
Conduit Capacity Calculations			1			1	
Signal Layout Sheet	1		1		10	6	
60 Scale Sheet	1		1		1	3	
40 Scale Sheet	1		1		1	3	
Wiring Diagram	1		1		2	1	
Charts Sheet	1		1		1	3	
Temporary Signal Plans (Assume 2 Phases)			10		10	20	
Wheelchair Ramp Layout and Details	1		2		2	4	
QA/QC	10				15		
Plan Corrections and Submittal	1				6	16	
Subtotal - Preliminary Signal Plans	**18**	**0**	**19**	**0**	**50**	**67**	**0**
Hours	**18**	**0**	**19**	**0**	**50**	**67**	**0**
Salary Costs	$5,076.00	$0.00	$3,572.00	$0.00	$6,600.00	$7,705.00	$0.00

SUBTOTAL - SALARIES:		**$22,953.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$47.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$47.00**
TOTAL FEE:		**$23,000.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

PRELIMINARY DESIGN - WATER & SEWER RELOCATIONS

WORK TASK DESCRIPTION	E-5	E-3	E-1	T-2	X-1	- Select Category -	- Select Category -
	$229.00	$161.00	$115.00	$106.00	$66.00	$0.00	$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	2	4	2				
Quality Control Review	4	2					
Submittals to Client		4		4	2		
Subtotal - Project Management	**6**	**10**	**2**	**4**	**2**	**0**	**0**
2. Civil Engineering							
Preliminary Plans							
Horizontal Alignments		8		4			
Vertical Alignments		16					
Plan & Profile Sheets		4	4	40			
Coordination with Utility Companies		4	2				
Coordination and Meetings with Owner		4		2	2		
Opinion of Probable Construction Cost		2	4				
Subtotal - Civil Engineering	**0**	**38**	**10**	**46**	**2**	**0**	**0**
Hours	**6**	**48**	**12**	**50**	**4**	**0**	**0**
Salary Costs	$1,374.00	$7,728.00	$1,380.00	$5,300.00	$264.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$16,046.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$34.00	
Travel Costs	$20.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$54.00**
TOTAL FEE:		**$16,100.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

FINAL DESIGN - ROADWAY

WORK TASK DESCRIPTION	E-6	E-3	E-2	E-1	T-1	P-2	P-1
	$282.00	$161.00	$132.00	$115.00	$84.00	$172.00	$138.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Final Plans							
Typical Sections		2		2	4		
Survey Control Sheets		2		2	2		
Plan & Profile Sheets	2	12		32	24		
Drainage Plan & Profile Sheets	2	8		24	16		
Cross Sections		2		8	4		
Maintenance of Traffic Plan	1	8		16	12		
Driveways		1		4	2		
Final Drainage Report		6		24	4		
Signage and Striping Plans		4		16	4		
Intersection Grading Plans		4		16	16		
Miscellaneous Details		4		16	18		
Demolition Plan		2		4	4		
Erosion Control Plans		2		4	4		
QC Review	6	8			drv		
Coordination with Utility Companies		6			2		
Coordination and Meetings with Owner	4	8		8			
Coordination with DOT		8		12			
SWPPP/Coordination with DEQ		2				2	8
Specifications/Contract Documents		8		24			
Opinion of Probable Construction Cost	1	5		12	8		
Subtotal - Civil Engineering	**16**	**102**	**0**	**224**	**124**	**2**	**8**
Hours	**16**	**102**	**0**	**224**	**124**	**2**	**8**
Salary Costs	$4,512.00	$16,422.00	$0.00	$25,760.00	$10,416.00	$344.00	$1,104.00

SUBTOTAL - SALARIES:		**$58,558.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$276.00	
Travel Costs	$16.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$292.00**
TOTAL FEE:		**$58,850.00**

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City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

FINAL DESIGN - SIGNALIZATION

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$282.00	$229.00	$188.00	$161.00	$132.00	$115.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
1. 90% Plans							
Final Signal Plans	1				1	2	
Quantity Updates	2				2	2	
Special Provisions			2				
Construction Cost Estimate			1		1		
Plan Check	5				5		
Plan Submittal and Corrections					5	5	
Subtotal - 90% Plans	**8**	**0**	**3**	**0**	**14**	**9**	**0**
2. 100% Plans							
Plan Check	5				5		
Plan Submittal (Signed and Sealed)					5	5	
Subtotal - 100% Plans	**5**	**0**	**0**	**0**	**10**	**5**	**0**
Hours	**13**	**0**	**3**	**0**	**24**	**14**	**0**
Salary Costs	$3,666.00	$0.00	$564.00	$0.00	$3,168.00	$1,610.00	$0.00

SUBTOTAL - SALARIES:		**$9,008.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$42.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$42.00**
TOTAL FEE:		**$9,050.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

FINAL DESIGN - WATER & SEWER RELOCATIONS

WORK TASK DESCRIPTION	E-5	E-3	E-1	T-2	X-1	- Select Category -	- Select Category -
	$229.00	$161.00	$115.00	$106.00	$66.00	$0.00	$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	4	8	2				
Quality Control Review	12	2					
Submittals to Client		4		4	2		
Subtotal - Project Management	**16**	**14**	**2**	**4**	**2**	**0**	**0**
2. Civil Engineering							
Final Plans							
Horizontal Alignments		4					
Vertical Alignments		12					
Plan & Profile Sheets		8	12	40			
Typical Details		2	4	8			
Final Review/Walkthrough with City		4					
Coordination with Utility Companies		4					
Coordination with ADH		4	8	2			
Coordination with ArDOT		2		2			
Specifications/Contract Documents		4					
Quantities		2	8				
Opinion of Probable Construction Cost		4					
Subtotal - Civil Engineering	**0**	**50**	**32**	**52**	**0**	**0**	**0**
Hours	**16**	**64**	**34**	**56**	**2**	**0**	**0**
Salary Costs	$3,664.00	$10,304.00	$3,910.00	$5,936.00	$132.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$23,946.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$64.00	
ADH Review Fee	$500.00	
Travel Costs	$40.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$604.00**
SUBTOTAL:		**$24,550.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$24,550.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

PROPERTY ACQUISITION DOCUMENTS

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	T-2
	$161.00	$173.00	$131.00	$209.00	$229.00	$261.00	$106.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	2	2					
Quality Control Review		2					
Submittals to Client	1	2					
Subtotal - Project Management	**3**	**6**	**0**	**0**	**0**	**0**	**0**
2. Acquisition Documents							
Documents		16	32				
Temporary Construction Easements		8	16				
Coordination with Owner		2					
Subtotal - Acquisition Documents	**0**	**26**	**48**	**0**	**0**	**0**	**0**
Hours	**3**	**32**	**48**	**0**	**0**	**0**	**0**
Salary Costs	$483.00	$5,536.00	$6,288.00	$0.00	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$12,307.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$33.00	
Postage/Freight/Courier	$0.00	
Survey Supplies	$0.00	
Aerial Photography	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$33.00**
SUBTOTAL:		**$12,340.00**
SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$12,340.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$282.00	$229.00	$188.00	$161.00	$132.00	$115.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs to prospective bidders				2			
Addendums/Inquiries	2			6			
Pre-Bid Meeting	2			2			
Bid Opening	2			2			
Prepare bid tabulation				1		2	
Evaluate bids and recommend award	1			2			
Prepare construction contracts				2			1
Notice to Proceed				1			
Subtotal - Civil Engineering	**7**	**0**	**0**	**18**	**0**	**2**	**1**
Hours	**7**	**0**	**0**	**18**	**0**	**2**	**1**
Salary Costs	$1,974.00	$0.00	$0.00	$2,898.00	$0.00	$230.00	$84.00

SUBTOTAL - SALARIES:		**$5,186.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$240.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$74.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$314.00**
TOTAL FEE:		**$5,500.00**

Appendix C

City of Bentonville
SE Walton Blvd. & SE Medical Center Pkwy. Intersection

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-6	E-3	E-2	E-1	T-1	C-2
	$282.00	$161.00	$132.00	$115.00	$84.00	$130.00
	hr	hr	hr	hr	hr	hr
1. Civil Engineering						
Preconstruction Meeting	2	2		2		2
Progress Meetings with Contractor/City		8				8
Monthly Pay Requests		8				8
Shop Drawings/Material Submittals	2	24		16		
Record Drawings		8		8	16	
Record Drawing Drainage Report	1	4		8	8	
Resident Construction Observation (4 hrs/day for 180 calendar day project)						515
Prepare Change Orders		4		4	4	
Final Project Inspection and Punchlist		8				4
Subtotal - Civil Engineering	**5**	**66**	**0**	**38**	**28**	**537**
Hours	**5**	**66**	**0**	**38**	**28**	**537**
Salary Costs	$1,410.00	$10,626.00	$0.00	$4,370.00	$2,352.00	$69,810.00

SUBTOTAL - SALARIES:		**$88,568.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$107.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$500.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$607.00**
TOTAL FEE:		**$89,175.00**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH GARVER, LLC, FOR ENGINEERING AND PROJECT SERVICES FOR WALTON AND MEDICAL CENTER INTERSECTION.

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 Garver, LLC for engineering and project services for Walton and Medical Center Intersection (MUNIS #21ST0007) in an amount of $355,089.00 as set forth in the Professional Services 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 _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution allowing the Mayor and Clerk to enter into a professional services agreement with Garver, LLC. for engineering and project services for J Street Interchange I-49. The cost of this contract will be $3,232,520.00. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law.

Estimated Cost	**$3,232,520.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Wednesday, July 14, 2021

Re: PSA for J Street Interchange I-49 (MUNIS# 21ST0002)

Project Description:

The project consist of construction of a new interchange on I-49 and extending NE J Street northward from Tiger Boulevard across Interstate 49 for approximately 1.1 miles. This will require construction of two bridges, one across Shewmaker Creek and one across I-49. The proposed NE J Street will be four lanes with a raised center median and pedestrian/bicycle facilities consistent with the City's Master Street Plan and Bicycle and Pedestrian Master Plan.

Garver LLC. has been selected to perform all related engineering services needed for this project. This Professional Services Agreement (PSA) amount for this project is $3,232,520.00.

Staff requests approval of a resolution allowing the Mayor and Clerk to enter into a PSA with Garver, LLC. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

(MUNIS #21ST0002)

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **J STREET INTERCHANGE I-49** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and **GARVER, LLC.**, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 20___ ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and ENGINEER agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, ENGINEER agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

ENGINEER shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. ENGINEER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ENGINEER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

G. If the CITY fails to make any payment, not in dispute, due to ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. ENGINEER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that ENGINEER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that ENGINEER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ENGINEER pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and ENGINEERs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ENGINEER shall communicate to its employees. ENGINEER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to ENGINEER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, ENGINEER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the ENGINEER, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

A. CITY and ENGINEER agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

A. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ENGINEER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER's services.

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed:** Three million two hundred thirty-two thousand five hundred twenty and 00/100 $ 3,232,520.00 , unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

IN WITNESS THEREOF, the CITY and ENGINEER have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	**GARVER, LLC**
CITY	[redacted]
BY	BY
MAYOR	**SR. PROJECT MANAGER**
TITLE	TITLE
	6/30/2021
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

THE PROJECT CONSIST OF CONSTRUCTION OF A NEW INTERCHANGE ON I-49 AND EXTENDING NE J STREET NORTHWARD FROM TIGER BOULEVARD ACROSS INTERSTATE 49 FOR APPROXIMATELY 1.1 MILES. THIS WILL REQUIRE CONSTRUCTION OF TWO BRIDGES, ONE ACROSS SHEWMAKER CREEK AND ONE ACROSS I-49. THE PROPOSED NE J STREET WILL BE FOUR LANES WITH A RAISED CENTER MEDIAN AND PEDESTRIAN/BICYCLE FACILITIES CONSISTENT WITH THE CITY'S MASTER STREET PLAN AND BICYCLE AND PEDESTRIAN MASTER PLAN.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ENGINEER is accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ENGINEER.

SERVICES BY THE ENGINEER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.
- Provide all services as described in APPENDIX B-1 entitled SUPPLEMENTAL SCOPE OF SERVICES.

APPENDIX B-1 – SUPPLEMENTAL SCOPE OF SERVICES

Appendix B-1 is intended to provide supplemental scope of services from that specified in Appendix B that further defines the services to be provided by Garver:

1. Surveys

1.1. Design Surveys

Garver will provide field survey data for designing the project, and this survey will be tied to the Owner's control network.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver will locate buildings and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will establish control points for use during construction.

For Surveys within the existing and future I-49 Right-of-Way, Garver will perform topographic and utility surveys in accordance with ARDOT "General and Detailed Scope of Work for Design Surveys, Title Services, Land Surveys, Right of Way Staking and Monumentation", to identify all existing features along the preliminary alignment.

Except to the extent expressly included as part of the scope of services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this agreement.

1.2. Property Surveys

Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

For property surveys within the existing and future I-49 right-of-way, Garver will perform property surveys in accordance with ARDOT requirements. Consultant will perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way, and easements. Consultant will reference existing ARDOT monuments for replacement after construction. Consultant will stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes a maximum of two (2) times. Larger tracts will be staked at property lines and at intervisible points. Consultant will monument right-of-way for construction purposes after the Right of Way plans are approved by ARDOT.

2. Geotechnical Services

Garver will subcontract with Grubbs, Hoskyn, Barton & Wyatt, Inc. to provide geotechnical services which include:

2.1 Perform a sampling boring and test pit program that includes:

a. Perform site reconnaissance, stake boring locations in consultation with Garver, one-call, co-ordinate site access including ARDOT permit for drilling in the ARDOT ROW. Centerline of the alignment should be staked by Garver.

b. Drill seven (7) sample borings- four (4) at the bridge over Shewmaker Creek and three (3) borings for the I-49 overpass to approximately 60-ft depth or 20 ft into competent bedrock. Representative rock cores of the bedrock will be obtained. The bridge borings will be drilled to sufficient depth to provide adequate data for footing, drilled shaft, or pile foundation design.

c. Drill six (6) borings to 10-ft depth or auger refusal, whichever is less, in the existing J Street alignment at the south end. Standard Penetration Values and soil samples will be obtained in the borings at 2-ft intervals.

d. Drill twelve (12) borings to 20-ft depth or 5 ft into bedrock, whichever is less, in the remainder of the alignment and the I-49 entry/exit ramp areas. Standard Penetration Values and soil samples will be obtained in the borings at 2- to 5-ft intervals.

e. All boreholes will be backfilled after completion of the borings.

f. Excavate test pits along the alignment obtaining bulk samples for CBR testing.

2.2 Laboratory testing will be performed to evaluate pertinent physical properties and engineering characteristics of foundation and subgrade strata. The laboratory testing program is expected to include moisture content, soil classification tests, unconfined compressive strength of rock cores and CBR testing on bulk samples obtained from test pits.

2.3 An engineering report will be prepared which will include the results of the field and laboratory tests and geotechnical recommendations for the project. Analyses will be performed to interpret and evaluate geotechnical data for use in foundation design, bearing capacity, seismic analyses, settlement potential, global stability and bearing capacity for MSE walls, and subgrade support parameters. Recommendations will also be provided for embankment material requirements, subgrade preparations, undercut and rock excavation potential, drainage considerations, site grading and construction criteria.

3. Coordination

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver will provide coordination among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will furnish final plans to the following agencies: ARDOT, ADEQ, USCOE, USFWS, Arkansas Heritage, and Arkansas Department of Health for their review and comment.

Garver will also attend coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

4. Environmental Clearance and Documentation Services

4.1 Environmental Data Collection

Preliminary environmental data associated with the proposed project area will be collected to assess impacts to the social, economic, and natural environments. Data related to the following impact areas should be included:

a. Air Quality
b. Climate Change and Greenhouse Gases
c. Noise Quality
d. Hazardous Materials
e. Wetlands and Stream Impacts
f. Water Quality, including Public Drinking Supplies
g. Farmland
h. Land Use and Land Cover
i. Migratory Birds
j. Terrestrial and Aquatic Communities
k. Endangered and Threatened Species
l. Economic
m. Community
n. Relocations, including Homes, Businesses, and Tenants of all types
o. Environmental Justice and Title VI
p. Recreational Areas
q. Archeological and Historic Sites
r. Visual
s. Section 4(f) and 6(f) Properties
t. Secondary and Cumulative Impacts

Preliminary environmental data collection is part of the initial scope of work's justification of costs and fees. If any additional analyses or data collection are needed beyond a Phase I Cultural Resources survey, or beyond noise impact analysis, these services will be added through a supplemental agreement.

4.2 Environmental Constraints Map

a. All environmental data collected will be transferred to appropriately scaled aerial photographs and/or overlaid on the design plans to produce a map that indicates all known environmentally sensitive areas and other constraints prior to submittal of 30% plans. The approved map will be the basis for avoidance and minimization of environmental impacts during the design process and notations on the plans for restraining conditions on the Contractor, in accordance with Section 107.10 of the Standard Specifications for Highway Construction. Contract Special Provisions will be developed as necessary to provide protection for environmentally sensitive areas or features and to provide guidance to the Contractor.

b. Constraints Mapping shall include an on-site survey level site reconnaissance to verify desktop-collected data. A Constraints Memo shall be developed that summarizes the results of mapping and data collection and shall include avoidance recommendations.

c. All buildings and structures aged 45 years or older will be assembled in an Architectural Resource Survey (ARS) for submittal to SHPO (through ARDOT) prior to completion of the Constraints Mapping. Any buildings or structures listed in the National Register of Historic Places (NRHP) or determined eligible for listing through SHPO review of the RTA will be displayed on the constraints maps.

d. A screening level noise analysis will be completed in accordance with ARDOT Noise Policy to determine potential impacts to sensitive noise receptors. If impacts are noted, a detailed noise analysis will be performed that will include a barrier analysis. If barriers are determined both reasonable and feasible, neighborhood noise mitigation workshops and detailed wall design would be required. These are not included and would need to be added as extra work.

4.3 Location and/or Design Alternatives

a. Development of the alternatives shall include early and continuous coordination with the City, ARDOT, FHWA, and appropriate resource agencies.

b. The environmental staff shall work with designers to avoid and/or minimize environmental impacts, as appropriate. If impacts cannot be avoided, then the impacts shall be minimized. Mitigation for impacts should occur as a last option.

4.4 Public Involvement

Coordinate with the City on time and location of the in-person meeting. Alternatively, a virtual meeting and website may be developed.

a. Prepare public involvement displays and handouts for review by the Department.

b. All coordination necessary for public meetings including:
   1. Securing location of meeting and/or website development.
   2. Prepare and submit legal advertisements.
   3. Provide Spanish translation services for both in-person and virtual public meetings.

c. Conduct and represent the City at the public involvement by being prepared to answer and explain all concepts of the proposed alternatives.

d. Prepare synopsis of public meeting; review and respond to public involvement transcript; and submit Title VI report.

4.5 Environmental Document

a. Prepare environmental document. Include location studies, habitat assessments (per Section 7 Endangered Species Act), cultural resource report, noise analysis results, and Section 4(f) and Section 6(f) evaluations if necessary. Threatened and Endangered bat surveys would be considered extra work and approved by written amendment.

b. Submit draft environmental document in electronic format, submitting the document in Word and pdf forms for review by the City and ARDOT.

c. Perform alterations necessary to respond to comments made in the draft EA review.

d. Submit final draft to the Department for FHWA approval.

e. An electronic copy of the approved environmental document in pdf form will be provided to the City and ARDOT.

4.6 Location Public Hearing

a. Coordinate with the City on time and location of the in-person meeting. Alternatively, a virtual meeting and website may be developed.

b. Prepare public involvement displays and handouts for review by the City and ARDOT.

c. All coordination necessary for public meetings including:
   1. Securing location of meeting and/or website development.
   2. Prepare and submit legal advertisements
   3. Provide Spanish translation services for both in-person and virtual public meetings.

d. Conduct and represent the City at the public involvement by being prepared to answer and explain all concepts of the proposed alternatives.

e. Prepare synopsis of public meeting; review and respond to public involvement transcript; and submit Title VI report.

4.7 FONSI Documentation

a. An Environmental Assessment (EA) is the anticipated level for the environmental documentation. At any time during the study process, significant impacts could escalate the level of effort, if this occurs a decision will be made by ARDOT and FHWA as to if an Environmental Impact Statement (EIS) should be initiated.

b. Prepare the Finding of No Significant Impact (FONSI) designating the preferred alternative based upon a review of the public hearing transcript(s), responses to the Environmental Assessment, and consultation with the City and ARDOT.

c. Submit FONSI for review by the Department.

d. Perform alterations necessary to respond to comments made in the Department review.

e. Submit final draft to the Department for FHWA approval

4.8 SWPPP and Section 404 Permitting

a. A Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) for large site construction sites will be prepared and submitted to the Arkansas Division of Environmental Quality (DEQ) for approval.

b. A Nationwide Section 404 permit (NWP) will be coordinated with the US Army Corps of Engineers (USACE). The NWP package will include the application form, wetland delineation report, maps, exhibits, and details related to impacts to jurisdictional waters.

5. Traffic and Safety Analysis for NEPA/IJR

Garver will perform traffic operations analysis for the I-49 main lanes. Freeway analysis will be conducted using the *Highway Capacity Software* (*HCS*) which will include a review of the main lanes and ramps. As part of the analysis, the proposed ramp terminals will be evaluated. Traffic operations will be analyzed for existing conditions, existing proposed improvements (three alternatives), future no-action conditions, and future proposed improvements (three alternatives. The consultant will evaluate the cross-street stop controls when analyzing the future proposed improvement utilizing the Synchro/SimTraffic software. The cross-street intersection at Tiger Boulevard will also be evaluated. Documentation will be provided for the NEPA reports. An Interchange Justification Report (IJR) will be developed to address the eight policy requirements of the Federal Highway Administration (FHWA).

6. Hydrologic & Hydraulic Study

Garver will perform floodplain analysis and conceptual hydraulic design services for the project. The purpose of the hydrologic and hydraulic (H&H) study is to analyze the potential impacts to the Shewmaker Creek floodplain caused by the proposed improvements.

The following tasks will be completed as part of the study:

- The anticipated project limits for the Shewmaker Creek floodplain analysis are from the confluence of Shewmaker Creek with McKisic Creek Tributary downstream to FEMA Flood

Insurance Study (FIS) lettered cross section C immediately upstream of the existing Northeast J Street crossing.

- Garver will perform a site visit to observe and document existing features and floodplain conditions along the project reach.
- Garver will collect publicly-available GIS data such as lidar topography, aerial photographs, floodplain data, and will request any pertinent GIS data from communities such as Benton County and the City of Bentonville.
- Shewmaker Creek is shown as a Zone AE Special Flood Hazard Area (SFHA) with a regulatory floodway on the Effective FEMA floodplain maps. The project reach includes the communities of Benton County (Unincorporated Areas) and the City of Bentonville. Garver will request the Effective FEMA FIS H&H modeling and these models will be used as the base models for this project.
- The hydrologic analysis from the Effective FIS will be adopted as the basis of peak flows for this project. If required, peak flows for flood events not included in the Effective FIS will be determined by interpolation or other approximate methods as appropriate. No additional detailed hydrologic analysis will be performed for this project.
- Garver will develop and execute a Duplicate Effective HEC-RAS model based on the Effective FIS HEC-RAS model.
- Garver will modify the Duplicate Effective model as needed to incorporate additional survey data collected for the project and to add additional cross sections as required to simulate proposed project features. The modified Duplicate Effective model is the Corrected Effective/Existing Conditions model and represents pre-project conditions for the purpose of comparison with post-project conditions.
- A new bridge over Shewmaker Creek on a new roadway alignment is anticipated for this project. In coordination with the Bridge and Roadway design teams, Garver will simulate no more than three (3) alternative combinations of bridge length, span configurations, channel improvements, etc. with the goal of achieving a No-Rise/No-Impact condition. Simulation of additional alternatives at the request of the Owner will be considered Extra Work and can be performed as described in Section 15.
- Garver will perform scour calculations for one (1) selected alternative for the purpose of providing structural design data for the proposed crossing. Garver will prepare a summary table of scour potential and a scour depth plot as needed for the structural design.
- If it is infeasible to achieve a No-Rise/No-Impact design condition, Garver will prepare a FEMA Conditional Letter of Map Revision (CLOMR) application. The CLOMR application will be submitted to Benton County and the City of Bentonville, as appropriate. The CLOMR application will be submitted to FEMA after Benton County and the City of Bentonville have reviewed and signed the application. The CLOMR application will include a brief report with exhibits, maps, hydraulic models, FEMA MT-2 forms, and a draft notification letter. Garver will prepare the draft notification letter and mail the notification letters to affected property owners. The CLOMR application will include the proposed drainage improvements to be constructed as part of this project within the project area described above.
- Garver will prepare a brief drainage memorandum that will include the following items:
    - Brief description of the existing floodplain and drainage system hydraulic condition.
    - Descriptions of the results for the scenarios described above.
    - Plots of relevant cross sections and floodplain limits,
    - Tables showing existing and proposed condition hydraulic results such as water surface elevations, velocities, and other hydraulic parameters.
- The drainage memorandum will be submitted to the affected communities for review.
- Garver H&H staff will attend up to two phone conference meetings with communities to discuss the floodplain analysis and conceptual hydraulic design.

The following tasks are not part of this scope and will be considered Extra Work, but can be performed as described in Section 15:

- Detailed hydrologic analysis to revise Effective FEMA FIS flows;
- Hydrologic analysis for future fully-urbanized conditions;
- H&H analyses and related floodplain mapping for CLOMR application outside project model limits specified above;
- Completion of a Letter of Map Revision (LOMR) application and submittal to FEMA after construction of the project is complete;
- Hydrologic or hydraulic analysis for during-construction conditions of the floodplain.

7. Lighting Design

Lighting design will be provided for the entire extents of the roadway extension, over the Shewmaker Creek bridge, and over the I-49 bridge. Lighting will not be provided for the ramps of the I-49 interchange. The Owner will provide the information and type of light fixture, pole, and accessories to be utilized as well as the spacing. Photometric modeling will not be provided, nor is ensuring compliance with IES recommended lighting levels.

Garver will coordinate with the local electric utility to extend or establish a new electrical service for the lighting. Electrical infrastructure including handholes, pullboxes, conduit, and wiring will be included in the design. Owner standard foundations will be used for the lighting poles; foundation design is not included in this scope.

8. Conceptual Design

The conceptual design phase will commence with an alignment study using existing aerial photography and City of Bentonville GIS information to be used in the environmental assessment. Three (3) alignment alternatives will be developed for evaluation.

Upon determination of a preferred alternative, Garver will prepare conceptual plans that represent 30% completed plans. The conceptual design phase submittal will include a title sheet, typical roadway sections, interchange layout, plan & profile sheets for the interchange and NE J Street, conceptual drainage improvements, bridge layouts, lighting layout, conceptual cross-sections, and an opinion of probable construction cost.

For water & sewer relocations, Garver will provide horizontal layouts for proposed relocations of water, gravity sewer, and force main lines along the NE J Street corridor from Tiger Boulevard north to Shewmaker Creek based on field survey information and the City of Bentonville GIS and record drawings. If applicable, Garver will also prepare horizontal layout for relocation of the 10" sewer main along Shewmaker Creek where it may be directly affected by the proposed bridge. If necessary, Garver will begin coordination with the Benton/Washington Regional Public Water Authority (Two-Ton) regarding relocation of their 36" water transmission main that currently runs parallel to NE J Street and crosses the road north of Brewer Circle. Design of any relocation of the Two-Ton main is specifically excluded from this scope.

This conceptual submittal will be for the purpose of coordinating the proposed improvements with the Owner and the utility companies and developing an order of magnitude cost estimate for the project. Garver will incorporate comments from the Owner in the Preliminary Design. Garver will proceed with Preliminary Design after the Conceptual Design is approved by the Owner in writing.

9. Preliminary Design

Once Garver receives written approval from Owner on Conceptual Design, Garver will begin Preliminary Design. In addition to the items listed in the Conceptual Design, the Preliminary Design

phase submittal will include survey control sheets, interchange ROW, interchange open channel & culvert, intersection layout, interstate gore details and form grades, driveway plan & profiles, water & sewer relocation plan & profiles, signalization plans, wheelchair ramp layouts, maintenance of traffic & sequence of construction, pavement markings, signage, stormwater and erosion control, special details, and an opinion of probable construction cost.

Garver will subcontract hydro excavation services to determine the exact location and depth of the Two-Ton 36" water main for up to ten (10) locations.

The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

10. Final Design

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design. During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make any needed plan changes as a result of the final review and/or special easement acquisition considerations, and prepare the construction documents as required to advertise for bids.

11. Property Acquisition Documents

For areas within the existing and new 1-49 right-of-way, Garver will provide acquisition documents required for acquisition of rights of way and easements. ROW plans will be prepared and drawn at 1"=50' scale or larger scale. Garver will identify property subdivisions, existing and proposed rights of way and easements, ownership names, addresses, temporary construction easements, and related information. Garver will provide complete information on plans and prepare legal descriptions for acquisition of rights of way and easements including residual and severed tracts. Garver will provide tabulation of tracts, ownerships, and areas for each acquisition.

For areas outside of the existing and new I-49 right-of-way, Garver will provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include an individual tract map with description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than 10 properties outside of the I-49 right-of-way. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

12. Bidding Services

During the bidding phase of the project, Garver will:

A. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
B. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
C. Support the contract documents by preparing addenda as appropriate.
D. Participate in a pre-bid meeting if necessary.
E. Attend the bid opening.
F. Prepare bid tabulation.

G. Evaluate bids and recommend award.
H. Prepare construction contracts.

13. Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

A. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
B. Prepare for and attend utilities coordination meeting.
C. Attend progress/coordination meetings with the Owner/Contractor.
D. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
E. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
F. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
G. Maintain a set of working drawings and prepare and furnish a record survey and drawings.
H. Provide full-time resident construction observation services for the 540-calendar-day construction contract performance time. The proposed fee is based on approximately 8 hours per day, 5 days per week, during the 540-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
I. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
J. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.'

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

A. Consult with and advise the Owner during the construction period.
B. Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
C. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
D. Maintain a project diary which will contain information pertinent to each site visit.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

14. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

A. Digital copy of the IJR Report.
B. Digital copy of the Environmental Assessment Report.
C. Digital copy of the H & H Study.
D. Digital copy of the Geotechnical Report.
E. Digital copy of the Design Alternatives.
F. Digital copy of the Conceptual Design with opinion of probable construction cost.
G. Digital copy of the Preliminary Design with opinion of probable construction cost.
H. Digital copy of the Preliminary Plans to each potentially affected utility company.
I. Digital copy of the Final Design with opinion of probable construction cost.
J. Three hard copies of the revised Final Design with opinion of probable construction cost.
K. Digital copy of the revised Final Plans to each potentially affected utility company.
L. Three hard copies of the Final Plans and Specifications to the Contractor.
M. Three copies of the right-of-way and/or easement acquisition documents.
N. Digital copy of approved shop drawings/submittals from the Contractor.
O. One hard copy set of Record Drawings.
P. Electronic files as requested.

15. Extra Work

The following items are not included under this agreement but will be considered as extra work:

A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
B. Any other items not specifically identified in this Appendix B-1.
C. Submittals or deliverables in addition to those listed herein.
D. Pavement Design beyond that furnished in the Geotechnical Report.
E. Design of any utilities relocation other than water and sewer.
F. Design of water & sewer betterments except where existing line sizes do not meet the requirements of the ADH or the City's current standards.
G. Design of the relocation of the Two-Ton 36" waterline.
H. Preparation of a Tree Preservation and/or Landscaping Plan.
I. Construction materials testing.
J. Wetlands mitigation plans or other work related to environmentally or historically (culturally) significant items.
K. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
L. Services after construction, such as warranty follow-up, operations support, etc.
M. Lighting photometric design
N. Selection of light fixtures, poles, or accessories
O. Light pole spacing determination
P. Light pole foundation design

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

Title I Service	**Estimated Fees**
Surveys	$ 111,770.00
ARDOT Surveys	$ 127,800.00
As-Built Surveys	$ 46,040.00
Geotechnical Investigation (GHBW)	$ 75,000.00
Environmental Services - NEPA Documentation/permitting	$ 221,440.00
Interstate Justification Request Phase	$ 132,000.00
H&H Study	$ 54,800.00
Lighting Design	$ 34,500.00
Conceptual Design - Roadway	$ 293,150.00
Conceptual Design - Bridge	$ 47,900.00
Conceptual Design - Traffic	$ 7,500.00
Conceptual Design - Water & Sewer Relocations	$ 9,300.00
Preliminary Design - Roadway	$ 382,600.00
Preliminary Design - Bridge	$ 58,000.00
Preliminary Design - Traffic	$ 75,650.00
Preliminary Design - Water & Sewer Relocations	$ 25,470.00
Final Design - Roadway	$ 350,900.00
Final Design - Bridge	$ 281,800.00
Final Design - Traffic	$ 37,000.00
Final Design - Water & Sewer Relocations	$ 29,100.00
Property Acquisition Documents	$ 20,100.00
Bidding Services	$ 22,650.00
Subtotal for Title I Service	**$ 2,444,470.00**
Title II Service	**Estimated Fees**
Construction Phase Services	$ 788,050.00
Subtotal for Title II Service	**$ 788,050.00**
Total All Services	**$ 3,232,520.00**

See attached detailed spreadsheets for a breakdown of the estimated hours.

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Interchange Justification Request Study	150 days from Notice to Proceed
Alternative Alignments	60 days from Notice to Proceed
Environmental – NEPA EA Study	270 days from approval of IJR
Surveys – Design and Property	90 days from approval of a preferred alternative
Conceptual Design (30%)	120 days from survey completion
H & H Study	90 days from approval of Conceptual Design
Geotechnical Investigation	90 days from approval of Conceptual Design
Preliminary Design (60%)	120 days from approval of Conceptual Design
Property Acquisition Documents	45 days from approval of Preliminary Design
Final Design (90%)	90 days from approval of Preliminary Design
Construction Documents (100%)	60 days from approval of Final (90%) Design

A detailed schedule will be prepared and provided upon approval of the agreement utilizing the above major task durations.

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

SURVEYS

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	X-1
	$161.00	$173.00	$131.00	$209.00	$229.00	$261.00	$66.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	4	8	4				8
Quality Control Review	4	8	2				
Submittals to Client	1	2	8				
Subtotal - Project Management	**9**	**18**	**14**	**0**	**0**	**0**	**8**
2. Topographic Survey							
Survey Layout Map			4				
Establish Horizontal and Vertical Control Points		2	6	10	30		
Topographic Surveys		10	10	20	80		
Utility Locates		2	4	2	12		
H&H Surveys		2	1	8	12		
Data Processing/Preparation		10	40				
Stake Right of way (2 times max)		2	12	20	80		
Subtotal - Topographic Survey	**0**	**28**	**77**	**60**	**214**	**0**	**0**
3. Property Survey							
Record Research		2	4				
Property Surveys		12	6	10	40		
Data Processing/Property Delineation		12	40				
Subtotal - Property Survey	**0**	**26**	**50**	**10**	**40**	**0**	**0**
Hours	**9**	**72**	**141**	**70**	**254**	**0**	**8**
Salary Costs	$1,449.00	$12,456.00	$18,471.00	$14,630.00	$58,166.00	$0.00	$528.00

SUBTOTAL - SALARIES:		**$105,700.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$40.00	
Postage/Freight/Courier	$0.00	
Communications	$0.00	
Survey Supplies	$0.00	
Travel Costs	$530.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$570.00**
SUBTOTAL:		**$106,270.00**
SUBCONSULTANTS FEE: ArkUps		**$2,500.00**
SUBCONSULTANTS FEE: WACO		**$3,000.00**
TOTAL FEE:		**$111,770.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

ARDOT SURVEYS

WORK TASK DESCRIPTION	E-5	D-4	S-6	S-5	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	T-3
	$229.00	$173.00	$197.00	$173.00	$209.00	$229.00	$130.00
	hr	hr	hr	hr	hr	hr	hr
1. ARDOT Surveys							
Control and Levels				10		15	
Topographic Surveys				65		95	
Recon Parcel Information			1	7		15	
Locate Parcels				15		20	
Recon Section				5		10	
Locate Section			5	26		26	20
Travel						42	
Obtain Right of way Documents/Recreate			5				10
Right of way Plans 60% Submittal	4	36					
Right of way Plans 90% Submittal		68					
Right of way Plans 100% Plans	2	18					
Monument Right of way			4	23	13	24	42
Subtotal - ARDOT Surveys	**6**	**122**	**15**	**151**	**13**	**247**	**72**
Hours	**6**	**122**	**15**	**151**	**13**	**247**	**72**
Salary Costs	$1,374.00	$21,106.00	$2,955.00	$26,123.00	$2,717.00	$56,563.00	$9,360.00

SUBTOTAL - SALARIES:		**$120,198.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$20.00	
Survey Supplies	$40.00	
Travel Costs	$6,742.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$6,802.00**
SUBTOTAL:		**$127,000.00**
SUBCONSULTANTS FEE: Abstractor		**$800.00**
TOTAL FEE:		**$127,800.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

AS-BUILT SURVEYS

WORK TASK DESCRIPTION	E-6	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	T-1
	$282.00	$161.00	$173.00	$131.00	$209.00	$229.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
1. As-built Surveys							
As-Built Surveys			12	60	40	120	
Subtotal - As-built Surveys	**0**	**0**	**12**	**60**	**40**	**120**	**0**
Hours	**0**	**0**	**12**	**60**	**40**	**120**	**0**
Salary Costs	$0.00	$0.00	$2,076.00	$7,860.00	$8,360.00	$27,480.00	$0.00

SUBTOTAL - SALARIES:		**$45,776.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$0.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$264.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$264.00**
TOTAL FEE:		**$46,040.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

ENVIRONMENTAL SERVICES - NEPA Documentation/Permitting

WORK TASK DESCRIPTION	P-4	P-3	P-2	P-1	X-3	X-2	- Select Category -
	$240.00	$205.00	$172.00	$138.00	$124.00	$89.00	$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Environmental Data Collection							
1. Air Quality				2			
2. Noise Quality (Screening and Detailed Study)	24	10	200	80			
3. Hazardous Materials			6	2			
4. Wetlands and Stream Impacts	2		16	40			
5. Water Quality, including Public Drinking Supplies	1		2	8			
6. Farmland				2			
7. Land Use and Land Cover				2			
8. Migratory Birds				1			
9. Terrestrial and Aquatic Communities			1	8			
10. Endangered and Threatened Species			30	12			
11. Economic	2		8	2			
12. Community	1			4			
13. Relocations, including Homes, Businesses, and Tenants of all types				2			
14. Environmental Justice and Title VI	1			4			
15. Recreational Areas				1			
16. Archeological and Historic Sites	4						
17. Visual				4			
18. Section 4(f) and 6(f) Properties				2			
19. Agency/tribal Coordination	2			2			
20. Secondary and Cumulative Impacts	8		16	16			
Subtotal - Environmental Data Collection	**45**	**10**	**279**	**194**	**0**	**0**	**0**
2. Constraints Map							
Draft Constraints Map (based on desk-top level data collection)	1		1	8			
reconnaissance				4			
Draft Constraints Memo	1			2			
Final Constraints Memo	1			2			
Subtotal - Constraints Map	**3**	**0**	**1**	**16**	**0**	**0**	**0**
3. Location and/or Design Alternatives							
Conceptual Design (3 Alternatives)	1			4			
Conceptual Cost Estimates (3 Alternatives)	1			4			
Minimization and Mitigation of Impacts	16						
Subtotal - Location and/or Design Alternatives	**18**	**0**	**0**	**8**	**0**	**0**	**0**
4. Public Involvement							
PM: Prepare public involvement displays and handouts for review by the Department.	**1**		**2**		**5**	**20**	
PM: All coordination necessary for public meetings					**15**	**40**	
PM: Conduct and represent the City at the public involvement by being prepared to answer and explain all concepts of the proposed alternatives.			**5**		**10**	**10**	
PM: Prepare synopsis of public meeting; review and respond to public involvement transcript; and submit Title VI report.	**1**				**10**	**15**	
LPH: Coordinate with the City on time and location of the in-person meeting. Alternatively, a virtual meeting and website may be developed.					**2**	**3**	
LPH: Prepare public involvement displays and handouts for review by the City and ARDOT.	**1**		**2**		**5**	**20**	
LPH: All coordination necessary for public meetings					15	40	

LPH: Conduct and represent the City at the public involvement by being prepared to answer and explain all concepts of the proposed alternatives.			5		10	10	
LPH: Prepare synopsis of public meeting; review and respond to public involvement transcript; and submit Title VI report.	1				10	25	
Subtotal - Public Involvement	**4**	**0**	**14**	**0**	**82**	**183**	**0**
5. Environmental Document							
Prepare Draft Environmental Document	32		80	40			
Internal QA/QC reviews	16		8	4			
Respond to comments from ARDOT on Draft Environmental Document	8		24	8			
Prepare Environmental Document for submittal to FHWA for approval	4		16	4			
Respond to comments on Environmental Document from FHWA	2		2	8			
Prepare Draft FONSI	2		16	2			
Internal QA/QC reviews	4		4	0			
Respond to comments from ARDOT on Draft Environmental Document	2		8	1			
Prepare Environmental Document for submittal to FHWA for approval	1		4	1			
Subtotal - Environmental Document	**71**	**0**	**162**	**68**	**0**	**0**	**0**
6. Permits and Special Provisions							
Prepare special provisions related to environmental commitments and protection	2		4	4			
SWPPP and STAA	2		16	16			
Prepare Section 404 Nationwide permit application for USACE	2		16	16			
Subtotal - Permits and Special Provisions	**6**	**0**	**36**	**36**	**0**	**0**	**0**
8. Project Management							
Coordination with Client	4		4				
Project Management	60		16				
Subtotal - Project Management	**64**	**0**	**20**	**0**	**0**	**0**	**0**
Hours	**211**	**10**	**512**	**322**	**82**	**183**	**0**
Salary Costs	$50,640.00	$2,050.00	$88,064.00	$44,436.00	$10,168.00	$16,287.00	$0.00

SUBTOTAL - SALARIES:		**$211,645.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$300.00	
Postage/Freight/Courier	$250.00	
Meeting exhibit boards (2 meetings)	$600.00	
Roll Plots (2 meetings)	$300.00	
GPS Equipment	$70.00	
Computer Modeling/Software Use	$75.00	
Travel Costs	$1,500.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$3,095.00**
SUBTOTAL:		**$214,740.00**
Flat Earth LLC (Cultural Resource)		$6,700.00
SUBCONSULTANTS FEE:		**$6,700.00**
TOTAL FEE:		**$221,440.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

INTERSTATE JUSTIFICATION REQUEST PHASE

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-3
	$282.00	$229.00	$200.00	$161.00	$132.00	$115.00	$130.00
	hr	hr	hr	hr	hr	hr	hr
1. Meetings							
Coordination Meetings with ARDOT/FHWA/City	8	8					
Internal Coordination Meetings	8	8					
Subtotal - Meetings	**16**	**16**	**0**	**0**	**0**	**0**	**0**
2. Indentification/Analysis of Traffic Demands							
Compile Traffic Data		2	20				
Compile Crash Data		1		10			
Demands	**0**	**3**	**20**	**10**	**0**	**0**	**0**
3. Analysis of Existing Conditions							
Develop Existing Volumes	1	2		12	4	4	
Operational Analysis (HCS & Synchro)	1	8	8	32	10	10	
Safety Analysis - Crash Rates and Historical	1	2		16	8	8	
Subtotal - Analysis of Existing Conditions	**3**	**12**	**8**	**60**	**22**	**22**	**0**
4. Analysis of 2045 No-Build							
Develop Future No-Build Volumes	1	2		8	2	2	
Operational Analysis (HCS & Synchro)	1	8	8	32	10	10	
Predictive Safety Analysis (ISATe)	1	4		24	8	8	
Subtotal - Analysis of 2045 No-Build	**3**	**14**	**8**	**64**	**20**	**20**	**0**
5. Analysis of Proposed Alternatives (2 Alt.)							
Develop Build Volumes (2021/2045)	1	1		21	5	5	
Operational Analsysis (HCS & Synchro)	1	5	54	40	27	27	
Predictive Safety Analysis (ISATe)	1	3		16	5	5	
Subtotal - Analysis of Proposed Alternatives (2 Alt.)	**3**	**9**	**54**	**77**	**37**	**37**	**0**
6. Conceptual Signing							
Sign Layouts	1		8	72		8	
Subtotal - Conceptual Signing	**1**	**0**	**8**	**72**	**0**	**8**	**0**
7. Preparation of IJR							
Documenta ion of Findings	8	48		20			
GIS Mapping for Graphics		8			20	20	
QA/QC Review	8						
Subtotal - Preparation of IJR	**16**	**56**	**0**	**20**	**20**	**20**	**0**
Hours	**42**	**110**	**98**	**303**	**99**	**107**	**0**
Salary Costs	$11,844.00	$25,190.00	$19,600.00	$48,783.00	$13,068.00	$12,305.00	$0.00

SUBTOTAL - SALARIES:		**$130,790.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$110.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$100.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$210.00**
SUBTOTAL:		**$131,000.00**
SUBCONSULTANTS FEE: THE TRAFFIC GROUP		**$1,000.00**
TOTAL FEE:		**$132,000.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

H&H STUDY

WORK TASK DESCRIPTION	E-7	E-5	E-3	E-1	X-2	T-2
	$361.00	$229.00	$161.00	$115.00	$89.00	$106.00
	hr	hr	hr	hr	hr	hr
1. Project Management						
Administration and Coordination		8	8			
Subtotal - Project Management	**0**	**8**	**8**	**0**	**0**	**0**
2. Data Gathering						
Kickoff Meeting			2			
FEMA Backup Data Request			1	2		
Site Visit			4	4		
GIS Data Gathering (lidar, aerials, NFHL, City data)			2	4		
CAD-GIS Coordination			2			
Survey Data Requirements and Coordination		2	2			
Intake and Assimilate Survey Data into GIS			1	4		
Subtotal - Data Gathering	**0**	**2**	**14**	**14**	**0**	**0**
3. Hydrology						
Review and Document Effective FIS Hydrology			1	4		
Subtotal - Hydrology	**0**	**0**	**1**	**4**	**0**	**0**
4. Hydraulics - Existing Conditions						
Duplicate Effective (DE) Model			1	4		
Corrected Effective (CE)/Existing Conditions Model			4	16		
QA/QC and Revisions		4	1	8		
Subtotal - Hydraulics - Existing Conditions	**0**	**4**	**6**	**28**	**0**	**0**
5. Hydraulics - Proposed Conditions						
Coordination with Bridge Designers			4			
Proposed Conditions Model (Pursue no-rise, assume 3 iterations + channel improvements to mitigate rise)			8	40		
Scour Calculations, Summary, and Depth Plot			2	8		
Floodplain/Floodway Mapping Revisions			2	8		
QA/QC and Revisions		6	2	12		
Client Coordination			4			
Subtotal - Hydraulics - Proposed Conditions	**0**	**6**	**22**	**68**	**0**	**0**
6. H&H Technical Memorandum						
Prepare Tech Memo for Client			8	16		
QA/QC and Revisions		3	2	8		
Subtotal - H&H Technical Memorandum	**0**	**3**	**10**	**24**	**0**	**0**

7. FEMA CLOMR Application (if req'd]						
Prepare Report and Application Forms			10	16		
Floodplain Mapping			8	16		
ID Impacted Parcels			1	4		
Develop Address Database			2	8		
Coordination with FEMA Reviewers (Comment/Response)			16	24		
Prepare Notification Letter			4		6	
Mail Letters			2		12	
req d)	**0**	**0**	**43**	**68**	**18**	**0**
Hours	**0**	**23**	**104**	**206**	**18**	**0**
Salary Costs	$0.00	$5,267.00	$16,744.00	$23,690.00	$1,602.00	$0.00

SUBTOTAL - SALARIES:		**$47,303.00**			
DIRECT NON-LABOR EXPENSES					
Document Printing/Reproduction/Assembly	$150.00				
Postage/Freight/Courier	$127.00				
FEMA Backup Data Request	$400.00				
FEMA CLOMR Review Fee	$6,500.00	(if req'd)			
Travel Costs (Site Visit)	$320.00		500 mi	$0.56	$/mi
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$7,497.00**			
TOTAL FEE:		**$54,800.00**			

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

LIGHTING DESIGN

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-1	T-1
	$229.00	$200.00	$161.00	$115.00	$84.00
	hr	hr	hr	hr	hr
1. Conceptual Submittal					
Kickoff Meeting		4		4	2
Coordination with City for Light Fixture Information				6	
Schematic Layout		2		4	
Conceptual Quantities				3	
Cost Estimate		2		1	
Subtotal - Conceptual Submittal	**0**	**8**	**0**	**18**	**2**
2. Preliminary Submittal					
Site Visit		4		4	
ARDOT Coordination		4		4	
Internal Coordination		4		4	4
Utility Coordination		4		4	
Power and VD Calculations		2		4	
Preliminary Plans					
Electrical Notes				1	4
Installation Plans (~6 Sheets)		6		12	30
One-Line Diagram / Panel Schedule		2		8	4
Electrical Details		2		8	16
Special Provision Specifications		2		8	
Quantities				4	8
Cost Estimate				2	
QC Review		10			
Address QC Comments				2	9
Subtotal - Preliminary Submittal	**0**	**40**	**0**	**65**	**75**
3. Final Submittal					
Review / Address Owner Comments		4		8	12
Revise Final Plans		3		6	12
Revise Special Provision Specifications		1		5	
Update Quantities				2	2
Update Cost Estimate				1	
QC Review		6			
Address QC Comments				2	6
Sign Bid Documents		1		1	1
Subtotal - Final Submittal	**0**	**15**	**0**	**25**	**33**
Hours	**0**	**63**	**0**	**108**	**110**
Salary Costs	$0.00	$12,600.00	$0.00	$12,420.00	$9,240.00

SUBTOTAL - SALARIES:		**$34,260.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$190.00	
Travel Costs	$50.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$240.00**
TOTAL FEE:		**$34,500.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

CONCEPTUAL DESIGN - ROADWAY

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-1	X-2
	$282.00	$200.00	$161.00	$132.00	$115.00	$84.00	$89.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Design Team Coordination	30		8				
Quality Control Review	16	10	10				
Project Controls	8						60
Subtotal - Project Management	**54**	**10**	**18**	**0**	**0**	**0**	**60**
2. Civil Engineering							
Alignment Exhibits for NEPA documentation(3 each)							
Design Criteria	2		12		4		
Horizontal Geometry	12		36		60	40	
Vertical Geometry	8		28		50	36	
Exhibits	6		20		60	48	
Conceptual Plans							
Title Sheet			4		8	8	
Typical Sections	2		16		24	30	
Interchange Layout	8	24	20		100	80	
Plan and Profile Sheets - Interchange	8	20	20		120	160	
Plan and Profile - NE J Street	16		60		160	200	
Drainage Watershed Map	2		12		36	20	
Drainage Improvements	6		60		80	40	
Conceptual Cross Sections	4		12		32	20	
Line and Grade ARDOT Submittals	2		12		28	20	
Utility Companies Coordination	2		16		8		
Meetings/Coordination with City	12		24		8		
Coordination with ARDOT	4	10	18				
Quantities			8		36	8	
Opinion of Probable Construction Cost	4		8		12		
Subtotal - Civil Engineering	**98**	**54**	**386**	**0**	**826**	**710**	**0**
3. Public Outreach							
Public Involvement Prep Work & Attendance	4		8		8		20
Location Public Hearing Prep Work & Attendance	4		8		8		20
City Council/Committee Meeting	4		4				
Subtotal - Public Outreach	**12**	**0**	**20**	**0**	**16**	**0**	**40**
Hours	**164**	**64**	**424**	**0**	**842**	**710**	**100**
Salary Costs	$46,248.00	$12,800.00	$68,264.00	$0.00	$96,830.00	$59,640.00	$8,900.00

SUBTOTAL - SALARIES:		**$292,682.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$350.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$118.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$468.00**
TOTAL FEE:		**$293,150.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

CONCEPTUAL DESIGN - BRIDGE

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	$282.00	$229.00	$200.00	$161.00	$132.00	$115.00	$106.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Design Team Coordination	6		4				
Quality Control Review	2		2				
Subtotal - Project Management	**8**	**0**	**6**	**0**	**0**	**0**	**0**
2. Bridge Design - I49							
Development of Span Arrangement	4		10				
Clearance Calculations			6				
Conceptual Plans							
Bridge Layout						40	32
Bridge General Notes						4	
Bridge Typical Section						4	4
Bridge Typical Bent Detail						8	4
QC Review			24			6	6
Subtotal - Bridge Design - I49	**4**	**0**	**40**	**0**	**0**	**62**	**46**
3. Bridge Design - Shewmaker Creek							
Development of Span Arrangement	4		10				
H&H Coordination			2				
Clearance Calculations			4				
Conceptual Plans							
Bridge Layout						40	32
Bridge General Notes						4	
Bridge Typical Section						2	2
Bridge Typical Bent Detail						8	4
QC Review			24			6	6
Subtotal - Bridge Design - Shewmaker Creek	**4**	**0**	**40**	**0**	**0**	**60**	**44**
4. Bridge Design - General							
Coordination with Geotechnical Subconsultant			4				
Opinion of Probable Construction Cost			2			8	
Submittals to City and ARDOT			2				
Subtotal - Bridge Design - General	**0**	**0**	**8**	**0**	**0**	**8**	**0**
Hours	**16**	**0**	**94**	**0**	**0**	**130**	**90**
Salary Costs	$4,512.00	$0.00	$18,800.00	$0.00	$0.00	$14,950.00	$9,540.00

SUBTOTAL - SALARIES:		**$47,802.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$98.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$98.00**
TOTAL FEE:		**$47,900.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

CONCEPTUAL DESIGN - TRAFFIC

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$282.00	$229.00	$200.00	$161.00	$132.00	$115.00	$84.00
	hr	hr	hr	hr	hr	hr	hr
1. Coordination & Analysis							
Site Visit	2					2	
Conceptual Pole Locations (3 Intersections)					24		
Coordination (12 month design schedule)	12						
Subtotal - Coordination & Analysis	**14**	**0**	**0**	**0**	**24**	**2**	**0**
Hours	**14**	**0**	**0**	**0**	**24**	**2**	**0**
Salary Costs	$3,948.00	$0.00	$0.00	$0.00	$3,168.00	$230.00	$0.00

SUBTOTAL - SALARIES:		**$7,346.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$54.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$100.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$154.00**
TOTAL FEE:		**$7,500.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

CONCEPTUAL DESIGN - WATER & SEWER RELOCATIONS

	WORK TASK DESCRIPTION	E-5	E-3	E-1	T-2	X-1
		$229.00	$161.00	$115.00	$106.00	$66.00
		hr	hr	hr	hr	hr
1.	**Project Management**					
	Review City's Water & Sewer Record Drawings		8	8		
	Quality Control Review	2				
	Submittals to Client		2			
	Subtotal - Project Management	**2**	**10**	**8**	**0**	**0**
2.	**Civil Engineering**					
	Horizontal Layout of Water & Sewer Relocations		20	16	2	
	Meetings/Coordination with City		4			
	Opinion of Probable Construction Cost		2			
	Subtotal - Civil Engineering	**0**	**26**	**16**	**2**	**0**
	Hours	**2**	**36**	**24**	**2**	**0**
	Salary Costs	$458.00	$5,796.00	$2,760.00	$212.00	$0.00

SUBTOTAL - SALARIES:		**$9,226.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$54.00	
Travel Costs	$20.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$74.00**
TOTAL FEE:		**$9,300.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

PRELIMINARY DESIGN - ROADWAY

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-1	X-2
	$294.00	$208.00	$168.00	$138.00	$120.00	$88.00	$93.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Team Coordination	36		8				
Quality Control Review	20	16	16				
Project Controls	12						60
Subtotal - Project Management	**68**	**16**	**24**	**0**	**0**	**0**	**60**
2. Civil Engineering							
Preliminary Plans							
Survey Control Sheets	2		10		24	12	
Typical Sections	2		6		10	8	
Pavement Design Report	2		8				
Interchange Layout	8	30	30		120	140	
Plan & Profile Sheets - Interchange	12	40	40		180	120	
Plan & Profile Sheets - NE J Street	16		80		220	180	
Interchange ROW Sheet	2	8	4		36	30	
Interchange Drainage - Open Ditches	4	10	6		60	30	
Interchange Drainage - Culverts	4	8	4		30	12	
Intersection Layout Sheets	2		8		36	24	
Gore Details and Form Grades	2	10	4		24	16	
Driveway Plan & Profile Sheets	1		8		16	12	
Drainage Improvements - NE J Street	8		40		120	20	
Preliminary Drainage Report			20		40	10	
Sidepaths			8		20	12	
MOT/Sequence of Construction	4		16		42	36	
Preliminary Pavement Markings	2		20		30	24	
Preliminary Signage			6		16	12	
Stormwater and Erosion Control Plans	1		12		40	60	
Special Details	2	6	8		30	36	
Cross sections	2	6	6		24	16	
Coordination with Geotechnical Subconsultant	2		4				
Coordination with Utility Companies	2		20		8		
Coordination and Meetings with Owner	16		20		8		
Coordination with ARDOT	4		16				
Draft Special Provisions/Conditions	2	4	10		12		
Quantities		8	16		24	10	
Opinion of Probable Construction Cost	2	2	6		8		
Subtotal - Civil Engineering	**104**	**132**	**436**	**0**	**1178**	**820**	**0**
3. Public Outreach							
City Council/Committee Meeting	4		8		8		10
Subtotal - Public Outreach	**4**	**0**	**8**	**0**	**8**	**0**	**10**
Hours	**176**	**148**	**468**	**0**	**1186**	**820**	**70**
Salary Costs	$51,744.00	$30,784 00	$78,624.00	$0.00	$142,320.00	$72,160 00	$6,510.00

SUBTOTAL - SALARIES:		**$382,142.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$320.00	
Postage/Freight/Courier	$24.00	
Travel Costs	$114.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$458.00**
TOTAL FEE:		**$382,600.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

PRELIMINARY DESIGN - BRIDGE

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	$294.00	$239.00	$208.00	$168.00	$138.00	$120.00	$111.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Design Team Coordination	4		10				
Quality Control Review			2				
Subtotal - Project Management	**4**	**0**	**12**	**0**	**0**	**0**	**0**
2. Bridge Design - I49							
Preliminary Plans							
Bridge Layout - Final Development						12	6
Incorporation of Conceptual Comments						2	4
Retaining Wall Layout Development						40	20
Retaining Wall Details						24	16
QC Review	8		16			8	8
Subtotal - Bridge Design - I49	**8**	**0**	**16**	**0**	**0**	**86**	**54**
3. Bridge Design - Shewmaker Creek							
H&H Coordination			4				
Preliminary Plans							
Bridge Layout - Final Development						12	6
Incorporation of Conceptual Comments						2	4
QC Review	8		18			2	2
Subtotal - Bridge Design - Shewmaker Creek	**8**	**0**	**22**	**0**	**0**	**16**	**12**
4. Retaining Wall Design - South End							
Preliminary Plans							
Retaining Wall Layout Development						40	24
Retaining Wall Details						24	16
QC Review	8		16			8	8
Subtotal - Retaining Wall Design - South End	**8**	**0**	**16**	**0**	**0**	**72**	**48**
5. Bridge & Wall Design - General							
Coordination with Geotechnical Subconsultant	2		2				
Opinion of Probably Cost			2			4	
Submittals to City and ARDOT			2				
Subtotal - Bridge & Wall Design - General	**2**	**0**	**6**	**0**	**0**	**4**	**0**
Hours	**30**	**0**	**72**	**0**	**0**	**178**	**114**
Salary Costs	$8,820.00	$0.00	$14,976.00	$0.00	$0.00	$21,360.00	$12,654.00

SUBTOTAL - SALARIES:		**$57,810.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$190.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$190.00**
TOTAL FEE:		**$58,000.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

PRELIMINARY DESIGN - TRAFFIC

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$294.00	$239.00	$208.00	$168.00	$138.00	$120.00	$88.00
	hr	hr	hr	hr	hr	hr	hr
1. Preliminary Signal Plans (3 Intersections)							
Traffic Signal Notes						1	
System Map						2	
Street Name Signs						3	
Summary of Quantities/Quantity Calculations	3		3		6	18	
Conduit Capacity Calculations			3			3	
Signal Layout Sheet	3		3		30	18	
60 Scale Sheet	3		3		3	9	
40 Scale Sheet	3		3		3	9	
Wiring Diagram	3		3		6	3	
Charts Sheet	3		3		3	9	
Wheelchair Ramp Layout and Details	3		6		6	12	
QA/QC	20				30		
Plan Corrections and Submittal	3				12	32	
Intersections)	**44**	**0**	**27**	**0**	**99**	**119**	**0**
2. Preliminary Signing Plans							
Plan Sheets			2	70		16	
Detail Sheets			2	56		12	
QA/QC	4						
Plan Corrections and Submittal				12		4	
Subtotal - Preliminary Signing Plans	**4**	**0**	**4**	**138**	**0**	**32**	**0**
Hours	**48**	**0**	**31**	**138**	**99**	**151**	**0**
Salary Costs	$14,112.00	$0.00	$6,448.00	$23,184.00	$13,662.00	$18,120.00	$0.00

SUBTOTAL - SALARIES:		**$75,526.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$124.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$124.00**
TOTAL FEE:		**$75,650.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

PRELIMINARY DESIGN - WATER & SEWER RELOCATIONS

WORK TASK DESCRIPTION	E-5	E-3	E-1	T-2	X-1
	$239.00	$168.00	$120.00	$111.00	$69.00
	hr	hr	hr	hr	hr
1. Project Management					
Administration and Coordination	4	4	2		
Quality Control Review	8	2			
Submittals to Client		4		4	2
Subtotal - Project Management	**12**	**10**	**2**	**4**	**2**
2. Civil Engineering					
Preliminary Plans					
Horizontal Alignments		6		4	
Vertical Alignments		16			
Plan & Profile Sheets		6	8	40	
Coordination with Utility Companies		4	2		
Coordination with BWRPWA (Two-Ton)		4	2		
Coordination and Meetings with Owner		4		2	2
Opinion of Probable Construction Cost		4	8		
Subtotal - Civil Engineering	**0**	**44**	**20**	**46**	**2**
Hours	**12**	**54**	**22**	**50**	**4**
Salary Costs	$2,868.00	$9,072.00	$2,640.00	$5,550.00	$276.00

SUBTOTAL - SALARIES:		**$20,406.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$44.00	
Travel Costs	$20.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$64.00**
SUBTOTAL:		**$20,470.00**
SUBCONSULTANTS FEE: (Hydro Excavation 36" Waterline)		**$5,000.00**
TOTAL FEE:		**$25,470.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

FINAL DESIGN - ROADWAY

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	E-1	T-1	X-2
	$294.00	$208.00	$168.00	$138.00	$120.00	$88.00	$93.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	40		10				
Quality Control Review	20	12	12				
Project Controls	8						48
Subtotal - Project Management	**68**	**12**	**22**	**0**	**0**	**0**	**48**
2. Civil Engineering							
Final Plans							
Survey Control Sheets			8		16	8	
Typical Sections	2		6		8	8	
Interchange Layout	4	30	20		120	100	
Plan & Profile Sheets - Interchange	4	36	30		160	110	
Plan & Profile Sheets - NE J Street	8		60		180	140	
Interchange ROW Sheet	2	8	4		16	24	
Interchange Drainage - Open Ditches	4	12	8		36	20	
Interchange Drainage - Culverts	2	8	6		20	10	
Intersection Layout Sheets	2		12		20	16	
Gore Details and Form Grades	2	8	2		20	10	
Driveway Plan & Profile Sheets			6		16	20	
Drainage Improvements - NE J Street	2		40		90	40	
Final Drainage Report	2		16		36	20	
Sidepaths			8		20	16	
MOT/Sequence of Construction	2		16		44	20	
Pavement Markings	2	4	12		30	30	
Signage			4		8	6	
Stormwater and Erosion Control Plans			16		40	30	
Special Details	2	4	12		24	30	
Cross sections	1	4	8		20	24	
Address 90% Review Comments	8	12	30		60	80	
Coordination with Utility Companies	4		20		6		
Coordination and Meetings with Owner	16		20		8		
Coordination with ARDOT	4		24		6		
Specifications/Contract Documents	2		30		24		
Quantities			10		16	10	
Opinion of Probable Construction Cost	2		6		8		
Subtotal - Civil Engineering	**77**	**126**	**434**	**0**	**1052**	**772**	**0**
3. Public Outreach							
City Council/Committee Meeting	4		6		6		10
Subtotal - Public Outreach	**4**	**0**	**6**	**0**	**6**	**0**	**10**
Hours	**149**	**138**	**462**	**0**	**1058**	**772**	**58**
Salary Costs	$43,806.00	$28,704.00	$77,616.00	$0.00	$126,960.00	$67,936.00	$5,394.00

SUBTOTAL - SALARIES:		**$350,416.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$350.00	
Postage/Freight/Courier	$30.00	
Travel Costs	$104.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$484.00**
TOTAL FEE:		**$350,900.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

FINAL DESIGN - BRIDGE

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2
	$294.00	$239.00	$208.00	$168.00	$138.00	$120.00	$111.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Design Team Coordination	16		32				
Quality Control Review	8		16				
Subtotal - Project Management	**24**	**0**	**48**	**0**	**0**	**0**	**0**
2. Bridge Design - I49							
90% Design							
Superstructure Design						60	
Int. Bent Design						40	
End Bent Design						20	
QC Review	12		30			24	
90% Plans							
Incorporate Preliminary Review Comments						4	4
Final Bridge Layout						8	2
End Bent Details						40	32
Int. Bent Details						40	32
Superstructure Details						70	100
Joint Details						8	8
Aesthetic Details and Coordination						8	6
Electrical Details and Coordination						8	6
Retaining Wall Details						4	2
General Notes - Finalize per Final Design						4	
Bridge Quantities						16	8
QC Review	24		76			24	40
100% Phase							
Incorporate 90% Review Comments						16	12
QC Review			6			2	4
Subtotal - Bridge Design - I49	**36**	**0**	**112**	**0**	**0**	**396**	**256**
3. Bridge Design - Shewmaker Creek							
90% Design							
Superstructure Design						75	
Int. Bent Design						30	
End Bent Design						24	
QC Review	16		32			28	
90% Plans							
Incorporate Preliminary Review Comments						4	4
Final Bridge Layout						8	2
End Bent Details						60	40
Int. Bent Details						24	20
Superstructure Details						80	110
Joint Details						6	8
Aesthetic Details and Coordination						8	4
Electrical Details and Coordination						8	4
General Notes - Finalize per Final Design						4	
Bridge Quantities						20	8
QC Review	30		90			32	50
100% Phase							
Incorporate 90% Review Comments						16	12
QC Review			6			2	4
Subtotal - Bridge Design - Shewmaker Creek	**46**	**0**	**128**	**0**	**0**	**429**	**266**
4. Retaining Wall Design - South End							

90% Plans							
Incorporate Preliminary Review Comments						4	4
Final Retaining Wall Details						8	6
QC Review	2		6			4	4
100% Phase							
Incorporate 90% Review Comments						4	2
QC Review			2			2	1
Subtotal - Retaining Wall Design - South End	**2**	**0**	**8**	**0**	**0**	**22**	**17**
5. Miscellaneous Structures							
Overhead Sign Structure							
Design			8			20	
Plans						24	24
QC Review	6		14			4	8
Subtotal - Miscellaneous Structures	**6**	**0**	**22**	**0**	**0**	**48**	**32**
6. Bridge & Wall Design - General							
Bridge and Wall Specifications	8		8				
Coordination with Geotechnical Subconsultant	8		8				
Opinion of Probable Cost			2			8	
Submittals to City and ARDOT			4			4	4
Subtotal - Bridge & Wall Design - General	**16**	**0**	**22**	**0**	**0**	**12**	**4**
Hours	**130**	**0**	**340**	**0**	**0**	**907**	**575**
Salary Costs	$38,220.00	$0.00	$70,720.00	$0.00	$0.00	$108,840.00	$63,825.00

SUBTOTAL - SALARIES:		**$281,605.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$195.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$195.00**
TOTAL FEE:		**$281,800.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

FINAL DESIGN - TRAFFIC

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$294.00	$239.00	$208.00	$168.00	$138.00	$120.00	$88.00
	hr	hr	hr	hr	hr	hr	hr
1. 90% Signal Plans							
Final Signal Plans	2				2	4	
Quantity Updates	4				4	4	
Special Provisions			4				
Construction Cost Estimate			2		2		
Plan Check	10				10		
Plan Submittal and Corrections					10	10	
Subtotal - 90% Signal Plans	**16**	**0**	**6**	**0**	**28**	**18**	**0**
1. 90% Signing Plans							
Final Signing Plans			1	26		8	
Quantities			6	40			
Special Provisions			2				
Construction Cost Estimate			2				
Plan Check	2						
Plan Submittal and Corrections				6		2	
Subtotal - 90% Signing Plans	**2**	**0**	**11**	**72**	**0**	**10**	**0**
3. 100% Signal Plans							
Plan Check	10				10		
Plan Submittal (Signed and Sealed)					10	10	
Subtotal - 100% Signal Plans	**10**	**0**	**0**	**0**	**20**	**10**	**0**
4. 100% Signing Plans							
Plan Check	2						
Plan Submittal (Signed and Sealed)				6		2	
Subtotal - 100% Signing Plans	**2**	**0**	**0**	**6**	**0**	**2**	**0**
Hours	**30**	**0**	**17**	**78**	**48**	**40**	**0**
Salary Costs	$8,820.00	$0.00	$3,536.00	$13,104.00	$6,624.00	$4,800.00	$0.00

SUBTOTAL - SALARIES:		**$36,884.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$116.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$116.00**
TOTAL FEE:		**$37,000.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

FINAL DESIGN - WATER & SEWER RELOCATIONS

WORK TASK DESCRIPTION	E-5	E-3	E-1	T-2	X-1
	$239.00	$168.00	$120.00	$111.00	$69.00
	hr	hr	hr	hr	hr
1. Project Management					
Administration and Coordination	4	8	2		
Quality Control Review	16	2			
Submittals to Client		4		4	2
Subtotal - Project Management	**20**	**14**	**2**	**4**	**2**
2. Civil Engineering					
Final Plans					
Horizontal Alignments		4			
Vertical Alignments		16			
Plan & Profile Sheets		16		48	
Typical Details		2	4	12	
Final Review/Walkthrough with City		4			
Coordination with Utility Companies		4			
Coordination with BWRPWA (Two-Ton)	2	4			
Coordination with ADH		4	8	2	
Specifications/Contract Documents		4			
Quantities		2	8		
Opinion of Probable Construction Cost		4			
Subtotal - Civil Engineering	**2**	**64**	**20**	**62**	**0**
Hours	**22**	**78**	**22**	**66**	**2**
Salary Costs	$5,258.00	$13,104.00	$2,640.00	$7,326.00	$138.00

SUBTOTAL - SALARIES:		**$28,466.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$94.00	
ADH Review Fee	$500.00	
Travel Costs	$40.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$634.00**
TOTAL FEE:		**$29,100.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

PROPERTY ACQUISITION DOCUMENTS

WORK TASK DESCRIPTION	E-3	S-5	S-4	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (Survey)	T-1
	$168.00	$180.00	$137.00	$218.00	$239.00	$272.00	$88.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	4	8					
Quality Control Review	4	8					
Submittals to Client	4	4					
Subtotal - Project Management	**12**	**20**	**0**	**0**	**0**	**0**	**0**
2. Acquisition Documents							
Documents		20	40				
Temporary Construction Easements		10	20				
Coordination with Owner		4					
Subtotal - Acquisition Documents	**0**	**34**	**60**	**0**	**0**	**0**	**0**
Hours	**12**	**54**	**60**	**0**	**0**	**0**	**0**
Salary Costs	$2,016.00	$9,720.00	$8,220.00	$0.00	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$19,956.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$144.00	
Postage/Freight/Courier	$0.00	
Survey Supplies	$0.00	
Aerial Photography	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$144.00**
TOTAL FEE:		**$20,100.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$306.00	$248.00	$217.00	$175.00	$143.00	$125.00	$91.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs to prospective bidders	4			8		2	
Addendums/Inquiries	4			16		4	
Pre-Bid Meeting	3		3	8			
Bid Opening	1			4			
Prepare bid tabulation				4		8	
Evaluate bids and recommend award	1			4			
Prepare construction contracts	1			8			
Notice to Proceed				2			
Subtotal - Civil Engineering	**14**	**0**	**3**	**54**	**0**	**14**	**0**
2. Structural Engineering							
Addendums/Inquiries	4		6				
Subtotal - Structural Engineering	**4**	**0**	**6**	**0**	**0**	**0**	**0**
3. Traffic Engineering							
Addendums/Inquiries	2			6			
Subtotal - Traffic Engineering	**2**	**0**	**0**	**6**	**0**	**0**	**0**
4. Electrical Engineering							
Addendums/Inquiries		4		6			
Subtotal - Electrical Engineering	**0**	**4**	**0**	**6**	**0**	**0**	**0**
Hours	**20**	**4**	**9**	**66**	**0**	**14**	**0**
Salary Costs	$6,120.00	$992.00	$1,953.00	$11,550.00	$0.00	$1,750.00	$0.00

SUBTOTAL - SALARIES:		**$22,365.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$240.00	
Postage/Freight/Courier	$20.00	
Travel Costs	$25.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$285.00**
TOTAL FEE:		**$22,650.00**

Appendix C

City of Bentonville
Bentonville NE J Street Interchange

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-6	E-3	E-1	T-1	C-3	C-2	X-2
	$306.00	$175.00	$125.00	$91.00	$172 00	$141.00	$97.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	60	20					
Project Controls	16						180
Subtotal - Project Management	**76**	**20**	**0**	**0**	**0**	**0**	**180**
2. Civil Engineering							
Preconstruc ion Meeting	4	12			6	4	
Utility Coordination	4	24	16		12		
Progress Meetings with Contractor/City (20 mtgs.)	24	60	20				
Monthly Pay Requests (20 mon hs)	10	50	20				
Shop Drawings/Material Submittals	8	80	60				
ARDOT Coordination	12	24	8				
On-Site Meetings	30	100	20				
Resident Construction Observation (8 hrs/day; 540 cal days)					2788	300	
Prepare Change Orders	4	20	16	20			
Final Project Inspec ion and Punchlist	4	16	8		12		
Record Drawings		20	30	60			
Record Drawings Drainage Report		16	40	20			
Subtotal - Civil Engineering	**100**	**422**	**238**	**100**	**2818**	**304**	**0**
3. Structural Engineering							
Response to Inquiries	20	40					
Shop Drawings/Material Submittals	30	80	20				
Subtotal - Structural Engineering	**50**	**120**	**20**	**0**	**0**	**0**	**0**
4. Traffic Engineering							
Response to Inquiries	16	20					
Shop Drawings/Material Submittals	8	30					
Subtotal - Traffic Engineering	**24**	**50**	**0**	**0**	**0**	**0**	**0**
5. Electrical Engineering							
Response to Inquiries	12	12					
Shop Drawings/Material Submittals	8	24					
Subtotal - Electrical Engineering	**20**	**36**	**0**	**0**	**0**	**0**	**0**
Hours	**270**	**648**	**258**	**100**	**2818**	**304**	**180**
Salary Costs	$82,620.00	$113,400.00	$32,250 00	$9,100.00	$484,696.00	$42,864.00	$17,460.00

SUBTOTAL - SALARIES:		**$782,390.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$400.00	
Postage/Freight/Courier	$60.00	
Travel Costs	$5,200.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$5,660.00**
TOTAL FEE:		**$788,050.00**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH GARVER, LLC, FOR ENGINEERING AND PROJECT SERVICES FOR J STREET INTERCHANGE.

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 Garver, LLC for engineering and project services for J Street Interchange (MUNIS #21ST0002) in an amount of $3,232,520.00 as set forth in the Professional Services 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 _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Resolution allowing the Mayor and Clerk to amend a professional services agreement with Crafton, Tull & Associates for Amendment 4 to the Master Services Agreement for the design of Little Osage Trib 2 Phase 2 Drainage Improvements. The cost of this contract will be $135,000.00.

Estimated Cost	**$135,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

This project is part of the Bond program.

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Thursday, July 15, 2021

Re: Amendment 4 for Little Osage Trib 2 Phase 2

Project Description:

Channelization and bridge improvements along the upper portions of this tributary.

Crafton, Tull & Associates, Inc. has been selected to perform all related engineering services needed for this project. The amendment to the Professional Services Agreement (PSA) amount for this project is $135,000.00.

Staff requests approval of a resolution allowing the Mayor and Clerk to amend the PSA with Crafton, Tull & Associates, Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

Munis#21EN0002

AMENDMENT NO. 4 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Additional Services

1. Background Data:

a. Effective Date of OWNER-ENGINEER Agreement: November 10, 2005

b. OWNER: City of Bentonville

c. ENGINEER: Crafton, Tull & Associates, Inc.

d. Project: Tributary 2 to Little Osage Creek Drainage Improvements

2. Nature of Amendment

- Additional Services to be performed by ENGINEER
- Modifications to Payment to ENGINEER

3. Description of Modifications

See Attachment 1, "Modifications"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is June 15, 2021.

OWNER:	ENGINEER:
CITY OF BENTONVILLE, AR	CRAFTON, TULL & ASSOCIATES, INC.
By: _____	By: [redacted] Digitally signed by Bill Burnett, P.E., Vice President DN: C=US, E=bill.burnett@craftontull.com, O=Crafton Tull, OU=Infrastructure, CN="Bill Burnett, P.E., Vice President" Reason: I agree to the terms defined by the placement of my signature on this document. Date: 2021.06.04 14:51:06-05'00'
Stephanie Orman	Bill Burnett, P.E.
Title: Mayor	Title: Vice President
Date Signed: _____	Date Signed: _____

EJCDC No. E-501
1999 Edition

ATTACHMENT 1

MODIFICATIONS

Additional Services to be performed by ENGINEER:

Revise the current design of the drainage improvements to include additional project length at the east end. The design currently extends to its eastern project limit at the existing culvert under SE "C" Street. Additional drainage improvements will be added beginning at that location and extending northward along SE "C" Street as shown in the attached bond program sheet Exhibit "C" map.

Work shall include plans, specifications, and contract documents, bidding, construction observation, construction administration, construction materials testing and other services required through the entirely of the completed construction project. Refer to the attached Exhibit "A" Scope of Service sheets for further information. Also attached is Exhibit "B" Standard Hourly Rates for engineering and surveying services.

Modifications to Payment to ENGINEER:

The OWNER shall pay ENGINEER for the Additional Services set forth above an amount equal to the cumulative hours charged to the Project by each class of the ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses charged at cost times a 1.15 multiplier and ENGINEER's consultants charged at cost times a 1.05 multiplier, if any consultants are included. Standard Hourly Rates shall be those shown in the attached Exhibit "B". The compensation for the Additional Services described herein shall not exceed $___135,000___, without prior authorization from the OWNER.

Crafton Tull
architecture | engineering | surveying

Exhibit "A"
Scope of Basic Services For:

Project:	Little Osage Creek Tributary 2 – Additional design & constr. services
Client:	City of Bentonville
Location of Project:	Little Osage Creek Trib 2, roughly bounded by Hwy 102 and SE C St.
Discipline:	Civil Engineering
Discipline Manager:	Bill Burnett, P.E.
Project Manager:	Bill Burnett, P.E.
Proposal Date:	15 June 2021
Billing Type:	Hourly Not-to Exceed
Fee/Estimate:	$135,000
Description of the Project:	Additional design for extending the length of the project from the end of the current design at SE "C" Street to now also run northward along SE "C" Street. Work shall also include all tasks necessary to manage the project throughout the life of the project to the end of construction and project closeout.

Basic services to be provided by the civil engineer:

Topo Survey Refresh:

- Field survey additional project length along SE "C" Street
- Update topographic survey drawing for purposes of additional design

Final Design Phase ("On-site" Only):

- Project management through life of design
- Additional site, drainage, and grading plans
- Additional erosion control plans
- Additional waterline and sanitary sewer plan and profiles
- Additional storm sewer profiles
- Additional cross section sheets
- Additional detail sheets
- Coordinate with other firms preparing street designs
- Quantity take-off & estimate of probable cost
- Prepare construction contract & bid documents
- Upload documents to eTrakit at appropriate stages
- Perform quality control review
- Final revisions from QC and City reviews
- Prepare additional easement acquisition documents
- Provide acquisition of additional easements needed for project

Bidding Phase:

- Assist the City with bid procurement
- Answer questions from potential bidders
- Receive and tabulate bids
- Recommend lowest qualified bidder to City

Construction Administration Phase:

- Project management through the life of the construction project
- Daily construction observation
- Administration of the construction contract
- Issue clarifications for RFI's
- Review and process contractor pay applications
- Review and process contractor change orders
- Construction materials testing
- Record drawings
- Final walk thru and project closeout documents

Items Provided by Owner:

- Access to the site

Additional Items that can be Provided by CTA under amendment or separate contract

- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations (previously done)
- Corps of Engineer Permitting (previously done)
- Traffic Study (not required)
- Geotechnical Study (previously done)
- Retaining Wall Design
- Landscaping Design
- Offsite Utility or Street Extensions

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee. The scope and fee assume that the existing Corps of Engineers permit is sufficient and that no additional permitting efforts will be required.

Crafton Tull
architecture | engineering | surveying

Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2021

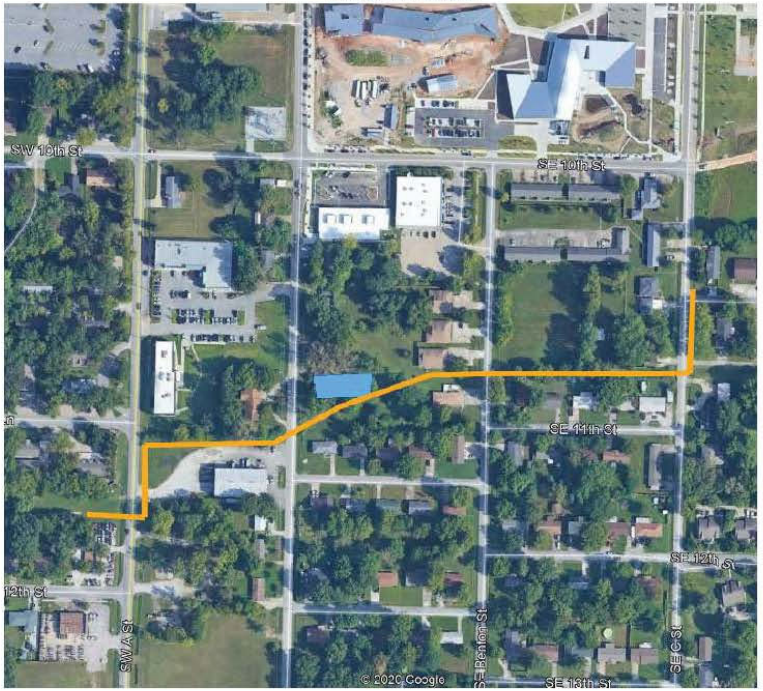
Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	$ 190
SR. ENGINEERING MANAGER	$ 175
ENGINEERING MANAGER	$ 155
SR. PROJECT ENGINEER	$ 130
PROJECT ENGINEER	$ 120
ENGINEER INTERN III	$ 115
ENGINEER INTERN II	$ 100
ENGINEER INTERN I	$ 90
SR. ENVIRONMENTAL SCIENTIST	$ 145
ENVIRONMENTAL SCIENTIST	$ 85
SR. ENGINEERING DESIGNER	$ 135
ENGINEERING DESIGNER III	$ 105
ENGINEERING DESIGNER II	$ 85
ENGINEERING DESIGNER I	$ 75
ENGINEERING CAD TECHNICIAN III	$ 70
ENGINEERING CAD TECHNICIAN II	$ 60
ENGINEERING CAD TECHNICIAN I	$ 45
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	$ 185
ADMINISTRATIVE MANAGER	$ 125
ADMINISTRATIVE IV	$ 85
ADMINISTRATIVE III	$ 70
ADMINISTRATIVE II	$ 50
ADMINISTRATIVE I	$ 35
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	$ 135
PROJECT LANDSCAPE ARCHITECT	$ 100
LANDSCAPE ARCHITECTURE DESIGNER	$ 80
LANDSCAPE ARCHITECT INTERN	$ 80
PLANNING	
PLANNING MANAGER	$ 150
SR. PLANNER	$ 140
PROJECT PLANNER	$ 115
PLANNER II	$ 95
PLANNER I	$ 80

Category	Hourly Rate
INSPECTION	
SR. INSPECTOR	$ 100
INSPECTOR II	$ 85
INSPECTOR I	$ 60
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	$ 190
SR. PROFESSIONAL SURVEYOR	$ 140
PROFESSIONAL SURVEYOR	$ 115
SURVEY PROJECT MANAGER	$ 110
SURVEY COORDINATOR	$ 85
SURVEYOR INTERN	$ 75
SURVEY PARTY CHIEF	$ 75
SURVEY TECHNICIAN III	$ 55
SURVEY TECHNICIAN II	$ 45
SURVEY TECHNICIAN I	$ 35
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	$ 110
GIS ANALYST	$ 85
GIS TECHNICIAN II	$ 55
GIS TECHNICIAN I	$ 40
REIMBURSABLE EXPENSES	
GPS Equipment	$35/Hour
Robotic Survey Equipment	$20/Hour
LiDAR Scanning Equipment	$35/Hour
UAV	$1000/Unit
Job Related Mileage	$0.56/Mile
Per Diem for Out of Town Crews	Per GSA Allowable
Airfare and other travel related expenses	At Cost
Black and white 8.5"x11" Copies	$0.15/sheet
Color 8.5"x11" Copies	$1.50/sheet
Photo Paper Color Plan Sheet Copies	$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	$1.50/sq. ft
Reproducible Plan Copies (Bond)	$0.35/sq. ft.
All rates are subject to change without notice.	

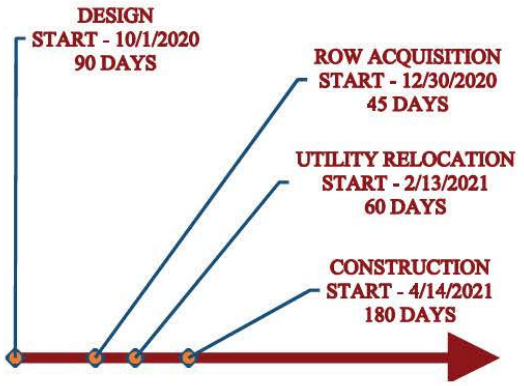
Little Osage Trib 2 Phase 2

Channelization and bridge improvements along the upper portions of this tributary.

CONCEPTUAL



PROJECT TIMELINE



ESTIMATED COSTS

TASK		ESTIMATED COST
DESIGN	$	120,000.00
ROW ACQUISITION	$	50,000.00
UTILITY RELOCATION	$	150,000.00
CONSTRUCTION	$	1,500,000.00
PROJECT TOTAL:	**$**	**1,820,000.00**

EXHIBIT "C"

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH CRAFTON, TULL & ASSOCIATES, INC., FOR ENGINEERING AND PROJECT SERVICES FOR LITTLE OSAGE TRIBUTARY 2, PHASE 2.

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 amend the professional services agreement with Crafton, Tull & Associates, Inc. for engineering and project services for Little Osage Tributary 2, Phase 2 in an amount of $135,000.00 as set forth in the Professional Services 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 _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution allowing the Mayor and Clerk to amend a professional services agreement with McClelland Consulting Engineers, Inc. for engineering and project services for Hwy 71B/12th St./Tiger Blvd Intersection Improvements. The cost of this contract will be $80,087.56.

Estimated Cost	**$80,078.56**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Thursday, July 15, 2021

Re: Contract Amendment for Hwy71B / 12th St / Tiger Blvd

Staff recommends that City Council approve a budget adjustment to the professional services contract with McClelland Consulting Engineers, Inc. for the Hwy 71B/NW 12th/Tiger Blvd. intersection improvement project.

The additional funds of $80,078.56 will be used for Title II Services, including Bid/Award Phase, Construction Phase Services, and Materials Testing & Special Inspection Services.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2024 or I can be reached via email at dweese@bentonvillear.com

JOB NO. 090421
FEDERAL AID PROJECT ("FAP") NO. STPU-9036(18)

Hwy. 71 B / 12th St. / Tiger Blvd. Intersection Improvements
(Bentonville)(S)
Benton County

AMENDMENT TO OWNER - ENGINEER PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 2

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: January 8th, 2015

   b. Owner: The City of Bentonville

   c. Engineer: McClelland Consulting Engineers, Inc

   d. Project: Hwy. 71 B/ 12th St./ Tiger Blvd. Intersection Improvements

2. *Description of Modifications:*

   The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: shall perform or furnish the following Additional Services:

   - Revise ATTACHMENT 'A', SCOPE OF SERVICES, as attached.
   - Revise ATTACHMENT 'D', COMPENSATION, as attached.

3. *Agreement Summary (Reference only)*

a. Original Agreement amount:	
• Title I	$ 143,019.23
• Title II	$ 8,796.44
b. Net change for prior amendments:	
• Title I	$ 7,850.00
c. This amendment amount:	
• Title II	$ 80,078.56
d. Adjusted Agreement amount:	$ 239,744.23

The foregoing Agreement Summary is for reference only and does not alter the terms of the original Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____, 2021.

OWNER:	ENGINEER:
City of Fayetteville	McClelland Consulting Engineers, Inc
By: _____	By: [redacted]
Title: _____	Title: *Vice President*
Date Signed: _____	Date Signed: Kevin Beaumont Date: 2021.06.11 00:35:11-05'00'

ATTACHMENT 'A'
Amendment No. 2

SCOPE OF SERVICES

JOB NO. 090421
FEDERAL AID PROJECT ("FAP") NO. STPU-9036(18)
Hwy. 71 B / 12th St. / Tiger Blvd. Intersection Improvements

1) **Bid/Award Phase**

During the bidding phase of the project, the ENGINEER will:
a. make available construction documentation to prospective bidders,
b. prepare addenda as appropriate,
c. manage pre-bid meeting and,
d. attend the bid opening,
e. prepare bid tabulation,
f. evaluate bids,
g. provide a recommendation regarding contract award,
h. prepare construction contracts,
i. issue Notice of Award and Notice to Proceed documents.

2) **Construction Phase Services**

During the construction phase of work, the ENGINEER will accomplish the following:
a. Manage preconstruction meeting.
b. Perform survey consisting of the establishment of control points for construction purposes.
c. Attend preconstruction conferences with CITY.
d. Review submittals.
e. Provide partial on-site observation (maximum 50% of time as an overall average) of the construction work as it progresses for a period not to exceed 5.5 months.
f. Prepare contractor pay estimates and submit to CITY for review and approval.
g. Prepare change orders as needed.
h. Attend final inspection and prepare punch list.
i. Prepare as-built record drawings utilizing contractor's measurements.
j. Represent CITY at meetings as needed pertaining to this project.
k. Prepare and submit close out documentation.

3) **Materials Testing & Special Inspection Services**

a. See attached breakdown for construction materials testing services.

CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTION SERVICES:

It is anticipated that services for construction-materials testing and special inspections for the project will include proof roll observations/subgrade recommendations, soil and coarse aggregate base density testing, reinforcing bar observations, cast-in-place concrete testing, and asphalt testing. MCE would be happy to provide additional services relevant to the project that are not currently anticipated by this proposal, at the request of the Client at an agreed-upon unit price.

The fees for each service include travel time, mileage, reporting fees, and assume the following factors:

i. A Geotechnical Engineer/engineering technician onsite for proof-roll observation and/or subgrade recommendations regarding the building pad and pavement areas.
   - New Pavement Improvements - 4 trips
   - Sidewalk Improvements - 2 trips

ii. A certified technician onsite for each soil/base density testing trip
   - New Pavement Improvements (Select Fill) - 8 trips
   - New Pavement Improvements (Base Course) - 4 trips
   - Sidewalk Improvements (Select Fill) - 3 trips
   - Sidewalk Improvements (Base Course) - 2 trips
   - Utility Backfill - 4 trips

iii. A Geotechnical Engineer or Engineering Technician onsite for the observation of reinforcing elements.
   - Drainage Features (Curb Inlets, Junction Boxes, Manholes, etc.) - 4 trips

iv. A certified technician onsite for each cast-in-place concrete testing trip.
   - Drainage Features (Curb Inlets, Junction Boxes, Manholes, etc.) - 4 trips
   - Concrete Sidewalk/Trail - 4 trips
   - Curb-and-Gutter - 2 trips

v. An Engineering Technician for Concrete Cylinder Pickup – 5 trips

vi. A certified technician onsite for asphalt testing.
   - Rolling Pattern - 2 trips
   - Asphalt Coring (4 hr onsite + testing and reporting) - 1 trip
   - Bulk Sample Testing - Binder and Surface (2 samples each)

From the assumptions and project details referenced above, we can provide construction materials testing and special inspections on this project for a **Not-To-Exceed Without Approval amount of $16,425.00.**

ATTACHMENT 'D'
Amendment No. 2

COMPENSATION

JOB NO. 090421
FEDERAL AID PROJECT ("FAP") NO. STPU-9036(18)
Hwy. 71 B / 12th St. / Tiger Blvd. Intersection Improvements

- The compensation as defined in Appendix 'A' of the original Contract, as well as subsequent amendments, shall remain in full effect, and shall also include compensation associated with this amendment:

Amend compensation as follows:

- CITY shall pay ENGINEER for Construction Related Services and Reimbursable Expenses rendered for an amount not exceeding $80,078.56. Professional services shall be charged using the most recent hourly rates, unless indicated otherwise. Refer to attached schedule for 2021 rates.

Bidding Services:	$ 3,500.00
Construction Administration:	$ 25,500.00
Construction Observation:	$ 39,950.00
Materials Testing & Special Inspections:	$ 16,425.00
Reimbursables:	$ 3,500.00
Deduct Initial Agreement Title II Fee	$ 8,796.44
Total Construction Related Services Fee	**$ 80,078.56**

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

2021
McCLELLAND CONSULTING ENGINEERS, INC.
***STANDARD HOURLY RATES**

Chief Draftsman	**$95 - $110**
Clerical	**$45 - $75**
Construction Observer	**$70 - $140**
Draftsman	**$65 - $95**
Environmental Scientist/Designer	**$105 - $120**
Geotech Engineer	**$85 - $170**
HR/Payroll Admin	**$75-$100**
Landscape Architect	**$90 - $140**
Media Specialist	**$80 - $100**
Principal	**$160 - $230**
Project Accountant	**$70 - $155**
Project Designer	**$80 - $140**
Project Engineer	**$120 - $175**
Project Manager	**$120 - $200**
Registered Land Surveyor	**$95 - $140**
Soils Lab Technician	**$50 - $135**
Specification Writer	**$50 - $90**
Sr. Project Manager	**$140 - $230**
Survey (2 man or Robotic) Crew	**$115 - $160**
Survey (3 man) Crew	**$135 - $195**
Survey Field (1 Man or Rodman)	**$45 - $105**
Survey GPS	**$75 - $130**
Survey Technician	**$65 - $95**
Water Lab Supervisor	**$70 - $120**
Water Lab Tech	**$50 - $95**
Expenses	**@ Cost**
Mileage	**.560/mi**

**** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.***

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC., FOR ENGINEERING AND PROJECT SERVICES FOR HWY 71B / 12TH STREET / TIGER BLVD INTERSECTION IMPROVEMENTS.

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 amend the professional servies agreement with McClelland Consulting Engineers, Inc. for engineering and project services for Hwy 71B / 12th Street / Tiger Blvd. Intersection Improvements in an amount of $80,078.56 as set forth in the Professional Services Agreement 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 _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Budget Adjustment to pay for Amendment 2 with McClelland Consulting Engineers, Inc. for engineering and project services for Hwy 71B/12th St./Tiger Blvd Intersection Improvements.

Estimated Cost	**$80,078.56**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Amendment is being funded with Street Fund Reserves.

Budget Adjustment Request

Date of City Council Meeting	7/27/2021
Department	Engineering Department
Submitted by	Dan Weese
Phone	(479) 254-2024

Purpose of Budget Adjustment *(Enter purpose in space below):*
Budget Adjustment to pay for Amendment 2 with McClelland Consulting Engineers, Inc. for engineering and project services for Hwy 71B/12st St/Tiger Blvd Intersection Improvements.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	47380	Street Construction		$ 80,078.56
		Totals	$ -	$ 80,078.56
		Net Impact on Fund Balance	$	(80,078.56)
*Final Account Number will be determined by Accounting Department after approval and purchase				

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Engineering / Street**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Budget adjustment for the addition of a new Staff Engineer in the Engineering Department (Grade 34) paid from the Street Fund. With the continued growth of the City and the approval of the Street Bond in April of this year, the Engineering department needs additional staff to review, coordinate, and manager the street improvement projects. The addition of a staff engineer focused on the bond program will allow us to have 3 staff engineers to support private development, and infrastructure improvements like bond, grant, and sidewalk projects. This will help design these projects in compliance with our ordinances and deliver them as quickly as possible.

Estimated Cost	**$55,000**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

The additional cost will be charged to the Street Fund. This is $40,000 to cover the remainder of 2021 and $15,000 to cover minor office remodel, office furniture, computers and software.

Budget Adjustment Request

Date of City Council Meeting	**7/27/2021**
Department	**Engineering/ Street**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Purpose of Budget Adjustment *(Enter purpose in space below):*

Budget adjustment for the addition of a new Staff Engineer in the Engineering Department (Grade 34) paid from the Street Fund.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
203810	41010	Full Time Salaries/Wages		$ 55,000.00
		Totals	$ -	$ 55,000.00
		Net Impact on Fund Balance	$	(55,000.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				

7/27/21

To: Bentonville City Council

From: Dan Weese, City Engineer

Subject: Adding One New Staff Engineer paid for by the Street Fund in the Engineering Department

1. Staff recommends that the City Council approve the addition of a new Staff Engineer in the Engineering Department (Grade 34) paid from the Street Fund.

2. With the continued growth of the City and the approval of the Street Bond in April of this year, the Engineering department needs additional staff to review, coordinate, and manager the street improvement projects. The addition of a staff engineer focused on the bond program will allow us to have 3 staff engineers to support private development, and infrastructure improvements like bond, grant, and sidewalk projects. This will help design these projects in compliance with our ordinances and deliver them as quickly as possible.

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☑ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Informational item showing the attached proposed pavement markings and road striping list for 2021.

Estimated Cost	**$45,000**
Is this Item Budgeted?	☑ Yes ☐ No
If no, please explain how item will be funded *(briefly explain in space below)* **:**	

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

Memorandum

DATE: July 13, 2021

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: 2021 Street Striping List

In July of 2020 the City Council approved a bid contract with an annual renewal of up to three years to Time Striping for installation of pavement markings and street striping. The attached list shows the locations of striping to be performed this year.

Sincerely,

Tony Davis
Street Manager
City of Bentonville

2021 THERMOPLASTIC STRIPING 4”

Street	Start	End	Double Yellow	(White) Turn
SWNW A	NW 2nd	S.Walton	13,400’	600’
E.Central	SE J	I-49 on/off ramp	19,750’	4800’
Municipal Dr	HWY 12	SW 28th	6000’	
S.Morningstar	HWY 12	SW Sandalwood	9,375’	
S.Morningstar	Rainbow Farm	SW Sandalwood (edge line)		1300’
Medical Center	SW 28th	SE Walton BLVD	575’	
SW 8th	S.Walton	SW I St	1,200’	150’

PAVEMENT MARKINGS

N.Walton/Lee Scott	Stop Bar (north)	20’
S.Walton/SW 8th	Stop Bars (north/south)	66’
SW 28th/**J st**	Stop bars/crosswalks (north/south)	410’
SE Moberly/HWY 102	Crosswalk (south) 180’ of 24”	
	Stop bars (north/south) 80’ of 12”	

6 left turn arrows, 4 right turn arrows, 4 straight arrows, 7 ONLY’s (north/south)

CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

SERVICE CONTRACT: IFB-20-47-2020 Annual Striping

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Time Striping, Inc. Hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. **DESCRIPTION.** This Contract has been awarded to Contractor as a result of Contractor's Bid Submission, attached hereto as **Exhibit A**, to the City's formal Invitation for Bid-20-47-2020 Annual Striping. The striping services shall consist of performing the services, as set forth in this Contract and all attached Exhibits, of the defined City of Bentonville streets.

a. The quantities of work for the Bentonville Street Department, for 2020, shall be as set forth in **Exhibit B**.

b. The City reserves the right to omit areas and/or quantities from this Contract due to the lack of available funds; as well as add additional quantities, based on Contractor's submitted pricing, when additional funding is available.

2. **PRIMARY CONTACTS.** The primary contact for the Contractor shall be Grant Smith. The primary contact for the City shall be the City of Bentonville Street Manager, or his designated assignee.

3. **CONTRACT TERM.** The term for this Contract shall be one (1) year, commencing on August (month) 11 (day), 2020, and ending on August (month) 11 (day), 2021, renewable annually in one (1) year increments upon mutual written agreement for a total maximum term not to exceed three (3) years.

a. Any changes to the term of this Contract shall be agreed upon by the Parties in writing, and must be in accordance with the City of Bentonville Purchasing Policy.

4. **WORK PROCEDURES.** All work procedures shall be in accordance with this Contract and all Exhibits attached hereto.

a. Initial Meeting. Representatives of the City and the Contractor shall meet prior to the work commencing to review the scope of the work to be completed.

b. Specifications. All work shall be performed in accordance with industry standards and best practices, in accordance with all applicable laws and regulations, and as specified in **Exhibit A**.

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract, within 48 hours of being notified of such results.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the per unit cost, as defined in **Exhibit A** of this Contract, for the actual units of work completed. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. There shall be no change permitted in the per unit prices bid by Contractor for the original term of this Contract or for any renewal term.

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy, prior to any additional work proceeding.

7. INVOICING. Contractor shall submit invoices to the City's Accounting Department, as set forth in **Exhibit A.**

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

10. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract without first obtaining the written approval of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Contract. Any person or firm proposed for subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided in Section 12, herein, and will additionally maintain Professional Liability insurance in a minimum amount of $1,000,000, and provide the City with certification thereof.

12. INSURANCE. Contractor will maintain, throughout the duration of this Contract, insurance as set forth in **Exhibit A**; which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or independently contracted workers. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth in **Exhibit A** will result in the direct breach of this Contract and subsequent termination.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from ~~any and all~~ loss, damage, liability or expense, ~~of any nature whatsoever~~ caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall use his best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within proximity of the work being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas set forth in **Exhibit A**, unless otherwise permitted by written communication from the City. The Contractor shall be liable for any and all damages caused by Contractor, or Contractor's employees or personnel, to such premises. In the event that Contractor fails to make the necessary repairs, the City may use City staff to repair any damage. Any costs the City incurs for repairing damage resulting from Contractor's operations may be deducted from monies due to Contractor.

17. ENTIRE CONTRACT. This Contract, including all documents and exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to Exhibit A.

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[Signature Page Follows]

CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this 11 day of August 2020.

CITY OF BENTONVILLE, ARKANSAS

By: [redacted]
Stephanie Orman, Mayor

By: [redacted]
Name(printed): Cindy M. Williams
Title: President
Time Striping, Inc.
Address: P.O. Box 1236
Van Buren AR 72957

CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

EXHIBIT A

CONTRACTOR'S BID SUBMISSION TO IFB-20-47

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-20-47	**Date of Issuance:**	MAY 24, 2020
Description:	2020 ANNUAL STRIPING		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Pre-Bid Meeting Information:	NOT APPLICABLE – NO PRE-BID MEETING SCHEDULED FOR IFB-20-47		

SUBMISSION DEADLINE FOR BID SUBMISSIONS (BID OPENING DATE & TIME)	
Bid Opening Date and Time:	**JUNE 16, 2020 AT 1:30 P.M. CST**
Bid Opening Location:	**City of Bentonville Community Development** Council/Planning Commission Chambers 305 SW A Street Bentonville, AR 72712 *Purchasing will be on-site to receive hand delivered bid submissions 15 minutes prior to the Bid Opening time.*
Deadline for Bid Submissions Delivered in Advance to City Hall:	**JUNE 16, 2020 AT 1:15 P.M. CST** **All Bid Submissions delivered AFTER this deadline should be delivered ONLY to the Bid Opening location prior to the Bid Opening time. The City shall not be responsible for late bid submissions for any reason, including failure to adhere to the submission specifications.*

DELIVERY OF BID SUBMISSION	
Location for Bids Delivered Prior to 1:15PM on JUNE 16, 2020:	**City Hall – ATTN: Purchasing Office** 117 W. Central Ave. Bentonville, AR 72712
Bid Submission Requirements:	All bids must be received by the Purchasing Office prior to the date and time listed herein for the bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission at the designated location on or before the bid opening date and time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	**JUNE 10, 2020 – 4:30 P.M. CST**
Questions should be submitted only to the Purchasing Office via the information contained in this IFB document.	

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EXHIBIT A
IFB-20-47

BIDDER QUALIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
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BENTONVILLE, ARKANSAS 72712
(479) 271 3115

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned bids will be rejected - no exceptions.

Name of Firm: Time Striping, Inc. Phone Number: 479-474-0452

Business Address (Full Street/City/State/Zip): P.O. Box 1236, Van Buren, AR 72957

Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): ✓Yes __No

Name of Contact Person: John Townsend Email: jtown@timestriping.com

Signature of Authorized Person: [redacted] Date: 6-11-20

Printed or Typed Name: John Townsend Title: Executive V.P.

Additional Information:

Arkansas Sales or Use Tax Number: 0011875-SLS

Arkansas State Contractors License Number (REQUIRED): 0017280420

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INTENT

The intent of this invitation for bid is to establish a contract for the purchase, delivery and installation of Thermoplastic Pavement Markings and sealant according to the City's conditions and specifications, for the City of Bentonville Street Department.

RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- Proof of the required insurance, or the ability to obtain if awarded the Contract, as set forth herein.
- Copy of Arkansas State Contractors License (proof that Bidder maintains an Arkansas State Contractor's License)
- Exhibit A – Bidder Qualifications.

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

QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)

All questions or requests related to this Invitation for Bid should be directed solely to the Purchasing Office via written communication only via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders. Purchasing will not respond to requests received after the deadline for submission of these requests stated herein.
Submit Via Email: purchasing@bentonvillear.com
Submit Via Mail: City Hall ATTN: Purchasing Office 117 W. Central Ave. Bentonville, AR 72712
For Phone Calls: (479) 271-3115

CONTRACT TERM:

The awarded vendor will be required to sign a binding Contract with the City for the services described herein on an as needed and/or per project basis for a one (1) year term. The Contract may be renewed annually upon mutual written agreement for a maximum Contract Term of three (3) years. There shall be no changes in pricing permitted during the original Contract Term or any subsequent renewal.

SCOPE

The awarded Bidder agrees to furnish all labor, material, equipment, and any other items necessary for the performance of the work to complete the work as described herein and as is industry standard, at multiple locations within the City limits of Bentonville, Arkansas, following all applicable laws, rules and regulations.

Services shall be performed on an as needed and/or per project basis as directed by the City. The City shall issue work orders and/or purchase orders for requested services.

All pavement markings shall meet the requirements of the applicable sections of the Arkansas Highway and Transportation Department (AHTD) Standard Specifications for Highway Construction. Passing zones and layout of markings must be established in accordance with the latest edition of the Manual on Uniform Traffic

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SCOPE CONTINUED

Control Devices. Thermoplastic pavement marking glass beads shall also be in accordance with all current AHTD specifications per SS-719 and the Qualified Products List (QPL) listed for AHTD.

Pavement markings shall be available in six inch (6") white and yellow. Four inch (4") white and yellow markings shall also be included in the Contract, if available. .

REQUIRED QUALIFICATIONS

The awarded Bidder shall have in operation an organization, including supervision, labor and equipment devoted to the type of work described in this Invitation for Bid, including but not limited to the removal of existing 4" (four inch) yellow or white markings and application of new pavement markings.

REQUIRED QUALIFICATIONS CONTINUED

Thermoplastic Pavement marking equipment shall be truck mounted with a bead dispensing unit and applied by an automatic bead dispenser attached to the pavement marking truck in such a manner that the beads are immediately dispensed upon the completed line for long line markings. The equipment shall be constructed to provide the continuous mixing and agitation of the material.

The awarded Bidder shall have been engaged in the type of work described herein for a period of at least two (2) years, unless a subsequent investigation by the City's Street Department indicates that the Bidder's firm is, in fact, reputable in its field and capable of satisfactorily completing the Contract as specified and in the specified amount of time.

The City reserves the right to request and contact references from Bidders and use information collected in the evaluation of bids for the purpose of award.

All Bidders must complete **Exhibit A – Bidder Qualifications.**

LICENSE

All Bidders must include a copy of the company's Arkansas Contractors License in their bid submission.

INDEMNIFICATION

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

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

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WARRANTY

Services received under this Invitation to Bid shall be warrantied for a period of not less than one (1) year from the date of the City's approval and acceptance of the work completed. Acceptance and approval shall be in written form the City's designated contact, or his assignee. The warranty shall include full repair or replacement, as directed by the City of Bentonville Street Department.

DELIVERY

The City Of Bentonville requests that the awarded Bidder be available for work (delivery) within thirty (30) days from Contract execution. If this schedule cannot be met, Bidder must state the number of days required for completion. Failure to state completion days obligates Bidder to the City's specified completion timeline. Extended completion days may be considered when in the best interest of the City.

Delivery within 30 days after execution of the Contract.

EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified

INVOICING

The awarded Bidder shall submit invoices to the City for actual work performed upon completion of each order issued by the City.

Invoice Remittance Address:
CITY HALL
Attn: Accounts Payable
117 West Central Avenue
Bentonville, Arkansas 72712

Invoices sent on time and to the correct address will be paid within fourteen (14) days of receipt. Failure to submit an approved and accurate invoice to the correct address may result in delayed payment

PAYMENT TERMS

☒ Net 30 days ☐ Other: _____

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INSURANCE REQUIREMENTS

All Bid Submissions must contain proof of the required insurance, or a Letter of Intent from an insurance company authorized to do business in the State of Arkansas, stating its willingness to insure the Bidder's company, pursuant to the terms of any Contract resulting from this Invitation for Bid. The awarded Bidder shall procure and maintain, at the awarded Bidder's expense, the following insurance coverage for the period of the Contract::

a) Workers Compensation: As required by the State of Arkansas.

b) Comprehensive General Liability (Broad Form) Coverage: $1,000,000.00 Each Occurrence

Certificates evidencing the effective dates and amounts of insurance must be provided to the City of Bentonville upon Contract execution.

The Certificate of Insurance shall name the City of Bentonville, Arkansas as additionally insured.

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Contractor/Vendor Disclosure

Company Name: Time Striping, Inc.

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

✓ Yes ____ No

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

Immediate Relation includes:

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

No relationships exist

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

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions to Bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of $20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than hand delivered.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value $20,000 and over. The acronym "IFB" means Invitation for Bid.
   b. The term "bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the solicitation.
   d. The term "contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
   e. The term "change order" means a written order from the Purchasing department directing the contractor to make changes to a contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the Bidder's risk.

   Each Bidder shall furnish the information required in the solicitation. The Bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. The affidavit must be signed by an officer or employee having the authority to bind the company or organization by his/her signature and included with the bid response.

   Unit price for each unit offered must be provided. The unit price will be presumed correct.

   The Bidder must state a definite time for delivery of supplies or performance of services.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

   Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the Bidder, the Bidder shall respond within two (2) business days of the bid opening or within two (2) days of notification from the City with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a Bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **QUALITY**: Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS**: The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS)**: It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found

to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

    The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.

    All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS**: If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given;
    - First to Bidder offering firm prices for full contract period; and
    - Second to Bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS**: By submitting the bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST**: The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES**: The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.

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

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

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

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

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

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

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

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

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

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

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

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

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

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

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

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

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.

9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.

10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

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

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PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

SPECIFICATIONS

Bidders are required to indicate if the work described herein, including all necessary and applicable labor and materials required, will be performed "AS SPECIFIED" by placing an "X" in the space indicated on each specification. If an equivalent item or service is being proposed, or if an item or service is being purposed that is believe to exceed the City's specifications, Bidders are required to indicate "EQUIVALENT/EXCEEDING SPECIFICATION" by placing an "X" in the space indicated on each specification. In the event that an equivalent or exceeding item or service is proposed, it shall be the Bidder's responsibility to include all details and information regarding the proposed item or service in their Bid Submission for the City's consideration. The City shall have the final determination for acceptance of an equivalent or exceeding item.

1) The awarded Bidder shall follow all federal, state and local safety regulations and regulations regarding the performance of the work described herein.

X AS SPECIFIED **___EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

2) The awarded Bidder and crew shall meet with the City's designated contact, or his assignee, prior to beginning services to review the Scope of Work prior to work commencing.

X AS SPECIFIED **___EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

3) The awarded Bidder shall ensure that job site(s) are kept clean and orderly.

X AS SPECIFIED **___EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

4) The awarded Bidder understands and shall comply with the Warranty Specifications listed herein.

X AS SPECIFIED **___EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

5) Bidder is a licensed Arkansas Contractor and has included a copy of their Arkansas Contractors License in the bid submission.

X AS SPECIFIED **___EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

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CITY HALL
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(479) 271-3115

SPECIFICATIONS CONTINUED

6) The awarded Bidder agrees to furnish all labor, material, equipment, and any other items necessary for the performance of the work to complete the work as described herein and as is industry standard, at multiple locations within the City limits of Bentonville, Arkansas, following all applicable laws, rules and regulations.

X **AS SPECIFIED** ___**EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

7) All pavement markings shall meet the requirements of the applicable sections of the Arkansas Highway and Transportation Department (AHTD) Standard Specifications for Highway Construction. Passing zones and layout of markings must be established in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. Thermoplastic pavement marking glass beads shall also be in accordance with all current AHTD specifications per SS-719 and the Qualified Products List (QPL) listed for AHTD. Sealant shall be included in the costs and the performance of the work described herein and shall be applied in accordance with the City's direction.

X **AS SPECIFIED** ___**EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

8) The awarded Bidder shall have in operation an organization, including supervision, labor and equipment devoted to the type of work described in this Invitation for Bid, including but not limited to the removal of existing 4" (four inch) yellow or white markings and application of new pavement markings. Thermoplastic Pavement marking equipment shall be truck mounted with a bead dispensing unit and applied by an automatic bead dispenser attached to the pavement marking truck in such a manner that the beads are immediately dispensed upon the completed line for long line markings. The equipment shall be constructed to provide the continuous mixing and agitation of the material.

X **AS SPECIFIED** ___**EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

9) The awarded Bidder shall have been engaged in the type of work described herein for a period of at least two (2) years, unless a subsequent investigation by the City's Street Department indicates that the Bidder's firm is, in fact, reputable in its field and capable of satisfactorily completing the Contract as specified and in the specified amount of time.

X **AS SPECIFIED** ___**EQUIVALENT/EXCEEDING SPECIFICATION (include details below)**

Details:_____

_____

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SPECIFICATIONS CONTINUED

10) The Thermoplastic Pavement Markings shall be six inches (6") in white and yellow, twelve inches (12") in white, and twenty four inches (24") in white, as specified by the City prior to work commencing. The Contract shall also include four inch (4") pavement markings in white and yellow, if available. Sealant shall also be included with the pavement markings.

X AS SPECIFIED ___EQUIVALENT/EXCEEDING SPECIFICATION (include details below)

Details:_____

_____

[This space has been intentionally left blank]

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BENTONVILLE, ARKANSAS 72712
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PRICING SECTION – TOTAL BID PRICE

Bid prices shall be on the basis of Per Linear Foot (LF) or Each (EA) as specified, and shall include all applicable costs to the City of Bentonville for the work described herein including, but not limited to: sealant, delivery fees, equipment costs, costs of performing work, labor, materials, and transportation. The Total Bid Price shall not include tax.
If any pricing line is not available (ex. four inch pavement markings), Bidders shall indicate 'Not Available' in the pricing line provided.
All work shall be performed within the City limits of Bentonville, Arkansas.
The Total Bid Price shall be the sum of the Line Item prices and shall be used for the purpose of bid comparison only. The Bid Award will be based on the lowest and most responsible bid submission, all factors considered and in the best interest of the City. The quantities and line items provided herein shall not be considered a guarantee of work. The awarded Bidder shall only perform the work requested by the City on an as needed or per project basis; all items will be on an "as needed" schedule over the Contract term. The awarded Bidder will be paid only for actual work completed.

Line Number	Description	Quantity	Unit of Measure	Price
1	6" Yellow Thermoplastic, As Specified	5000	LF	$0.90 per L.F. - $4500.00
2	6" White Thermoplastic, As Specified	1	LF	$ 0.90
3	12" White Thermoplastic, As Specified	1	LF	$ 8.00
4	24" White Thermoplastic, As Specified	1	LF	$ 10.00
5	4" Yellow Thermoplastic, As specified	1	LF	$ 0.60
6	4" White Thermoplastic, As Specified	1	LF	$ 0.60
7	Removal of existing 4" Thermoplastic, As Specified	1	LF	$ 1.00
8	Left Turn Arrows, As Specified	1	EA	$ 175.00
9	Right Turn Arrows, As Specified	1	EA	$ 175.00
10	Sharrows, As specified	1	EA	$ 250.00
11	School Zone, As Specified	1	EA	$ 500.00
12	Pedestrian, As Specified	1	EA	$ 250.00
13	Crossing (X-ing), As Specified	1	EA	$ 300.00
14	Only, As Specified	1	EA	$ 250.00
15	Straight/Turn Arrow Combo, As Specified	1	EA	$ 250.00
16	Straight Arrow, As Specified	1	EA	$ 175.00

TOTAL BID PRICE: $ 6846.10
(Used for bid comparison only)

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(479) 271-3115

BIDDERS ACKNOWLEDGEMENT: REQUIRED DOCUMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Bid Submittal Documents: Documents and bonds required for a complete bid submission.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields completed.	
Proof of insurance, or the ability maintain, as defined herein.	
Exhibit A Bidder Qualifications	
Inclusion of all Addenda, when applicable. Bidder, list Addenda included: _____ _____ _____ _____	

Contract Execution Documents: Bidder's verification of understanding that the following bonds and proof of insurance are due upon signing of the binding contract.

Description	Bidder's Initials
Insurance Certificate, as required and as specified, naming the City of Bentonville as additionally insured. Bidder's should use the following address for the City of Bentonville: City of Bentonville, Arkansas 117 West Central Avenue Bentonville, Arkansas 72712	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

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

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

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
David Mills	479-619-9000	Thermoplastic Pavement markings	2017, 2018, 2019

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

TIMESTR-02 ASHLEYO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/12/2019

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 3629
Fort Smith, AR 72913-3629

CONTACT NAME: Jennifer L. (Williams) Hudson
PHONE (A/C, No, Ext): (479) 459-4000 122 FAX (A/C, No): (479) 484-5185
E-MAIL ADDRESS: jhudson@bhca.com

INSURED
Time Striping, Inc.; Tima Sandblasting Inc.; Time Construction Services Inc.
P. O. Box 1236
Van Buren, AR 72956

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance	16535
INSURER B : American Guarantee and Liability Insurance Company	26247
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			GLO3904262-01	7/17/2019	7/17/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO			BAP0428535-01	7/17/2019	7/17/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			AUC7870926-01	7/17/2019	7/17/2020	EACH OCCURRENCE	$ 7,000,000
	DED RETENTION $						AGGREGATE	$ 7,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N/A	WC6356217-01	7/17/2019	7/17/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

For Informational Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
[redacted]

ACORD 25 (2016/03)

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CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

EXHIBIT B

BENTONVILLE STREET DEPARTMENT

2020 QUANTITIES

2020 THERMOPLASTIC STRIPING 4"

Street	Start	End	Double Yellow	(White) Turn
SE 28th	Moberly	SE J	8,765 LF	370 LF **$5481.00** ✓
SE/SW 8th	SE J	Walton	13,200 LF	500 LF **$8220.00** ✓
Tater Black	HWY 72	HWY 102	8,500 LF	**$5,100.00** ✓

2020 THERMOPLASTIC STRIPING 6"

SE 14th ST	I-49 On Ramp	900' East center median.	1760 LF **$1584.00** ✓

PAVEMENT MARKINGS

HWY 12 and I street	Crosswalks and Stop bars	960 LF 12" white **$7680.00** ✓
E.Central and SE J street	Crosswalks and Stop bars	695 LF 12" white **$5560.00** ✓
E.Central and MLK	Crosswalks and Stop bars	724 LF 12" white **$5792.00** ✓
SE J and 8th street	Crosswalks and Stop bars	690 LF 12" white **$5520.00** ✓

TOTAL $44,937.00

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Bid award of bid IFB-21-51 in the amount of $215,282.80 to Innovative Roadway Solutions for the City's 2021 Street Preservation Maintenance Program. Please see attachments.

Estimated Cost	**$215,283.80**
Is this Item Budgeted?	☑ Yes ☐ No
If no, please explain how item will be funded *(briefly explain in space below)* **:**	

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

Memorandum

DATE: July 27, 2021

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: 2021 Overlay Bid #IFB-21-51

The Street Department received two bids for the mastic sealing of City streets this year. Innovative Roadway Solutions was the low bidder with a bid of $215,282.80. Please see the attached bid tab.

The mastic sealing will cover 7.5 miles of City Streets. The Street Department is requesting bid IFB-21-51 be awarded to Innovative Roadway Solutions.

Sincerely,

Tony Davis
Street Manager
City of Bentonville

CITY OF BENTONVILLE
BID OPENING TABULATION SHEET
IFB-21-51 2021 MASTIC SEALER FOR CITY OF BENTONVILLE STREETS
WEDNESDAY, JUNE 30, 2021 @ 2:00 PM

BIDDER NAME	TOTAL BID PRICE
Innovative Roadway Solutions	$ 215,282.80
Vance Brothers, Inc.	$ 528,777.72

CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: June 6, June 13

NOTICE TO BIDDERS
2021 MASTIC SEALER FOR CITY OF BENTONVILLE STREETS
Invitation For Bid (IFB)-21-51

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, licensed and experienced contractors to perform the 2021 Mastic Sealer for City of Bentonville Streets Project, inclusive of but not limited to the furnishing of all tools, labor and materials and performing the necessary work to be done in the mastic sealer application. All necessary work, materials and every item of construction shall be in accordance with the plans and specifications as prepared by the City (IFB-21-51 documents). The work shall include, but shall not be limited to the application of an estimated 124,376 (one hundred twenty four thousand three hundred seventy six) Square Yards of Mastic Sealer to specified City streets.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 5% (five percent) of the Total Bid Price, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidder shall adhere to the bonding requirements as specified in the IFB-21-51 Bidding Documents,

The City reserves the right to reject any or all bids and to waive informalities.

Bidders shall make such inspection and studies of the site(s) of the work as to thoroughly familiarize themselves with all conditions to be encountered prior to submitting a bid.

The successful Bidder will be required to enter into a binding contract with the City, based on the IFB-21-51 specifications and terms and conditions.

The attention of all Bidders is called to the fact that they must be licensed under the terms of Act 150 of the 1965 Acts of the Arkansas Legislature, as amended if this contract exceeds $20,000.00.

Notice is hereby given that the City of Bentonville is an equal opportunity employer.

The successful Bidder will be required to submit a certification of non-segregated facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds $10,000.00.

Neither contractor nor subcontractor shall exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity any person in the U.S. on the grounds of race, color, national origin or sex, nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VIII of the Act of April 11, 1968 shall also apply.

CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

There will be a MANDATORY PRE-BD MEETING (in-person) held on TUESDAY, JUNE 15, AT 3:00 P.M.CST at the Bentonville Municipal Complex – Street Department located at 3200 SW Municipal Drive Bentonville, AR 72712. The Street Department is located directly to the right when entering through the main entrance of the Bentonville Municipal Complex; Bidders should check in at the Street Department front desk and be directed to the Conference Room for the meeting. ATTENDANCE TO THE PRE-BID MEETING IS MANDATORY TO BE ELIGIBLE TO SUBMIT A BID TO IFB-21-51. Parties interested in attending the Mandatory Pre-Bid Meeting should review the 'Pre-Bid Meeting COVID-19 Precautions' in the IFB-21-51 Bidding Documents prior to attendance. Interested parties whom have concerns with attending the Mandatory Pre-Bid Meeting due to COVID-19 must contact the Purchasing Department at least two (2) business days prior to the meeting to discuss arrangements.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Office located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Bidders who wish to deliver a Bid Submission prior to the bid opening date/time may do so by delivering the Bid Submission to the Purchasing Office located on the 2nd floor of the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-21-51 held at 2:00pm on Wednesday, June 30, 2021; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, Submissions which do not contain the required Bid Bond and unsigned Bid Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-51	**Date of Issuance:**	June 6, 2021 June 13, 2021
Description:	2021 Mastic Sealer for Bentonville City Streets		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Pre-Bid Meeting Information:	MANDATORY PRE-BID MEETING: June 15, 2021 at 3:00PM Street Departmnet: 3200 SW Municipal Drive Bentonville, AR 72712 SEE DETAILS IN THIS IFB DOCUMENT FOR MORE INFORMATION		
Bid Bond Requirement:	**5% Bid Bond Required with Bid Submission** **Performance & Payment Bond Required upon Award**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**JUNE 30, 2021 AT 2:00 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All bids must be received by the Purchasing Office prior to the date and time listed herein for the bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission correctly and to the designated location prior to the bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	JUNE 24– 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned bids will be rejected - no exceptions.

Name of Firm: Innovative Roadway Solutions, LLC **Phone Number:** (903) 894-4590

Business Address (Full Street/City/State/Zip): 493 Doctor M. Roper Parkway N, Bullard, TX 75757

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

Name of Contact Person: Kevin King, President **Email:** kking@innovativeroadwaysolutions.com

Signature of Authorized Person: [redacted] **Date:** 06/30/2021

Printed or Typed Name: Kevin King **Title:** President

Arkansas Contractors License Number: 0416040921 **(REQUIRED)**

Sales or Use Tax ID Number: 82-2901374

Bid Bond Included: x **Yes** ___ **No (only required if specified in this IFB Document)**

INNOVATIVE ROADWAY SOLUTIONS LLC
LIMITED LIABILITY COMPANY
2018
TEXAS

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!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Office has moved to:

City of Bentonville
2ND FLOOR – PURCHASING
Administrative Services Building
1000 SW 14th Street
Bentonville, AR 72712

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INTENT

The intent of this Invitation for Bid (IFB) is to obtain a qualified, properly experienced and licensed contractor to perform the 2021 Mastic Sealer for Bentonville City Streets Project, inclusive of but not limited to the furnishing of all tools, labor, and materials and performing the necessary work to be done in the mastic sealer application.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.
- Proof that Bidder maintains, or is able to acquire the required insurance, as stated herein in the 'INSURANCE' section of this IFB document.
- Appendix D- Bidder Qualifications
- 5% Bid Bond
- Non Collusion Affidavit, signed and notarized
- All other documents as stated herein.

REQUIREMENTS PRIOR TO AWARD

- The successful Bidder shall submit a certification of non-segregated facilities prior to award of this Contract and to notiy prospective subcontractors of the requirements for such certification where the subcontracted amount exceeds $10,000.00.

APPENDIXES

- **APPENDIX A: MASTIC SEALER STREET LIST**
- **APPENDIX B: IFB-21-51 MAPS (Allencroft, Chapel Hill, College Place, Fox Glove, Kensignton, Kingsbury, Oakbrooke)**
- **APPENDIX C: SPECIFICATIONS**
- **APPENDIX D: BIDDER QUALIFICATIONS**

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

DEFINITIONS

The follow abbreviations are used throughout this IFB document:

SY – Square Yard " – Inch / ' – Foot
LF – Linear Foot (Feet)
EA – Each

CONTRACT TERM

The awarded Bidder will be required to sign a binding Contract with the City of Bentonville for a six (6) month term. Work shall be completed within the Delivery timeline specified herein, regardless of the Contract Term exceeding the completion timeline.

CITY'S RIGHT TO REJECT BIDS

The City of Bentonville reserves the right to reject any and all bids, and to waive informalities in accordance with the City's best interest.

QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)

All questions or requests related to this Invitation for Bid should be directed solely to the Purchasing Office via written communication only via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders. Purchasing will not respond to requests received after the deadline for submission of these requests stated herein.

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (IFB-21-51) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

MANDATORY PRE-BID MEETING

A Mandatory Pre-Bid Meeting (in-person) will be held on Tuesday, June 15, 2021 at 3:00pm CST at the Bentonvile Municipal Complex Street Department Conference Room to review the Scope of Work and requirements. The Bentonville Municipal Complex is located at 3200 SW Municipal Drive Bentonville, AR 72712; the Street Department is located directly to the right when walking in the main doors. Bidders should check in at the Street Department front desk and be directed to the Conference Room for the meeting.

Mandatory Pre-Bid Meeting COVID-19 Precautions:

All attendees to the Pre-Bid Meeting are highly encouraged to wear a face mask at all times while at the Pre-Bid Meeting and observe social distancing protocols when possible during the meeting. Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meeting (Bidders shall send an alternate representative).

Attendance Concerns Related to COVID-19:

Interestd parties whom have concerns with attending the Mandatory Pre-Bid Meeting due to COVID-19 must contact the Purchasing Department at least two (2) business days prior to the meeting to discuss arrangements.

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BID GUARANTEE

All bids must be accompanied by a bid guarantee in the form of a bid bond, certified check, or cashier's check in the amount of **five percent (5%) of the Total Bid Price** payable without condition to the City of Bentonville. Personal checks and company checks are NOT acceptable as a bid guarantee.

Bids received that do not include a bid guarantee, as specified in this Invitation for Bid, will be rejected without exception.

PERFORMANCE & PAYMENT BOND

The awarded bidder shall furnish performance and payment bonds after the Notice of Award is issued and upon the time of signing the binding contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded bidder's obligations under this Invitation for Bid and the awarded binding contract. These bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

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INSURANCE

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

The policies of insurance required are as follows:

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

SCOPE

The awarded Bidder agrees to furnish all labor, materials, transportation, equipment and all other necessary components or items to complete the 2021 Mastic Sealer Project, as specified herein and all attached appendixes. Bidder shall follow all applicable laws, rules and regulations, and industry standards when performing the type of work described herein.

It shall be the Bidder's responsibility to make such inspection and studies of the work sites specified herein as to thoroughly familiarize themselves with all conditions to be encountered.

The location of the work is set out in the Appendixes attached hereto. The work shall include, but shall not be limited to the application of an estimated 124,376 (one hundred twenty four thousand three hundred seventy six) Square Yards of Mastic Sealer to specified City streets.

DELIVERY

The City Of Bentonville requests project completion within 60 (sixty) days after Contract execution. If this schedule cannot be met, Bidder must state number of days required for completion. Failure to state completion days obligates Bidder to 60 (sixty) consecutive calendar days for completion. Extended completion days may be considered when in the best interest of the City.

(REQUIRED RESPONSE)

Delivery: 60 **days after execution of the Contract.**

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EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

INVOICING

The awarded Bidder shall provide an invoice to the City's designated contact for this Contract for approval upon 100% completion. Invoices may be mailed to the City's Accounts Payable Office; however, the invoice will require approval from the Bentonville Parks and Recreation Department prior to issuing payment.

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712

The City will provide payment, by check, within fourteen (14) days of receipt of the approved invoice.

PAYMENT TERMS

☑ Net 30 days ☐ Other: _____

INDEMNIFICATION

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

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

DAMAGES

Any damage occurring to City(public) or private property within the worksite areas or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City Street Department Assistant Street Manager, or his designated assignee, and repaired at the awarded Bidder's expense.

CITY'S RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request references and to contact those references as part of the evaluation of bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work for the City or any other entity for whom the Bidder has performed similar work.

The City reserves the right to request additional information from the apparent three lowest Bidders if it is deemed to be in the City's best interest, and to use that information in the evaluation for award based on what is in the City's best interest.

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a current Arkansas State Contractor's License.

a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars ($50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
    1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
    2. Plumbing;
    3. Electrical, indicative of wiring and illuminating fixtures; and
b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.

2. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform

the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

WARRANTY

The awarded Bidder shall guarantee all of the work under the IFB-21-51 Contract to be free from faulty materials and improper workmanship in every particular, and against injury from proper and usual wear; and agrees to replace or re-execute, without cost to the City, such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials due to such required replacement or recompletion of all work under the IFB-21-51 Contract, for a period of one (1) year form the date of final/100% completion and acceptance by the City.

COMPENSATION AND DEDUCTIONS

Compensation shall be determined based upon the units prices bid, the actual units of work completed based on the bid, and the time the work is completed, with a deduction of $250.00 for every day beyond sixty (60) days from the Notice to Proceed that the work is not completed. In the event the units of work to be completed are altered by representatives of the City, an allowance of additional days to complete the work shall be agreed to between the awarded Bidder and the City in writing at that time. Weather days are already considered in the time provided for this contract and no additional weather days shall apply unless agreed to by the City's representatives.

LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and state Laws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Bidders must be licensed under the terms of Act 150 of the 1965 Acts of the Arkansas Legislature, as amended if this Contract exceeds $20,000.00.

ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all general(prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

Neither contractor nor subcontractor shall exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity any person in the U.S. on the grounds of race, color, national origin or sex, nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VIII of the Act of April 11, 1968 shall also apply.

Notice is hereby given tha the City of Bentonville is an equal opportunity employer.

TOBACCO PRODUCTS AND LITTERING

Bidder nor any of Bidder's employees or representatives shall dispose of tobacco products on City streets or otherwise litter during the performance of work for the City.

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Contractor/Vendor Disclosure

Company Name: Innovative Roadway Solutions, LLC

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

✓ **Yes** ____**No**

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

Immediate Relation includes:

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

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement.

Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported in 30 days of change of circumstance.

Initials

STATE OF ARKANSAS

SECRETARY OF STATE

John Thurston
ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, John Thurston, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Application for Certificate of Registration of For. LLC

of

INNOVATIVE ROADWAY SOLUTIONS, LLC

filed in this office
June 25, 2021

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 25th day of June 2021.

[redacted]
John Thurston
Secretary of State

Online Certificate Authorization Code: 44064760d60b2cc9b8a
To verify the Authorization Code, visit sos.arkansas.gov

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NONCOLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Texas

County of Smith

I Kevin King of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the request for proposals to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid;

3. Neither the Bidder/Contractor nor anyone subject to the Bidder/Contractor's direction or control has been a party;

a. to any collusion among bidders in restraint of freedom of competition by agreement to submit a bid at a fixed rate or to refrain from submitting;

b. to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature: [redacted] Title: Kevin King, President

Subscribed and sworn before me this: 30th day of June, 20 21

Notary Public: [redacted] My commission expires: 03/11/2024

Cheryl Newman
My Commission Expires
03/11/2024
ID No. 4841434

INNOVATIVE ROADWAY SOLUTIONS LLC
LIMITED LIABILITY COMPANY
2018
TEXAS

CITY OF BENTONVILLE, ARKANSAS
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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of $20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than hand delivered.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value $20,000 and over. The acronym "IFB" means Invitation for Bid.
   b. The term "bid" means the offer by the bidder.
   c. The term "bidder" means the person or organization responding to the solicitation.
   d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
   e. The term "change order" means a written order from the Purchasing department directing the contractor to make changes to a contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

   Each bidder shall furnish the information required in the solicitation. The bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. The affidavit must be signed by an officer or employee having the authority to bind the company or organization by his/her signature and included with the bid response.

   Unit price for each unit offered must be provided. The unit price will be presumed correct.

   The bidder must state a definite time for delivery of supplies or performance of services.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.

5. **BID DOCUMENT MISTAKES:** The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

   Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening, or within two (2) business days from receiving notification from the City, with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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

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

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

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

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

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

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

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

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

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

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

    In the event of two or more identical low bids, award will be made to the lowest and most responsible and responsive bidders as determined by the City through the bid evaluation process.

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

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

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

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

    The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.

    All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS**: If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
    - First to bidder offering firm prices for full contract period; and
    - Second to bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS**: By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST**: The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES**: The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.

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

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

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

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

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

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

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

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

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

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

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

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

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

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

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

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.

8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.

10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

SPECIFICATIONS SECTION (REQUIRED REPONSE)

Bidders are required to indicate if the work described herein, including all necessary and applicable labor and materials required, will be performed "AS SPECIFIED" by placing an "X" in the space indicated on each specification. If an equivalent item or service is being proposed, or if an item or service is being purposed exceeds the City's specifications, Bidders are required to indicate "EQUIVALENT/EXCEEDING SPECIFICATION" by placing an "X" in the space indicated on each specification. In the event that an equivalent or exceeding item or service is proposed, it shall be the Bidder's responsibility to include all details and information regarding the proposed item or service in their Bid Submission

MANDATORY PRE-BID MEETING ATTENDENCE

Indicate below if Bidder attended the Mandatory Pre-Bid Meeting for this Invitation for Bid.

X Yes, attended the Mandatory Pre-Bid Meeting for IFB-21-51
___No, did not attend the Mandatory Pre-Bid Meeting (!ATTENDENCE TO THE MANDATORY PRE-BID IS REQUIRED FOR SUBMISSION OF A BID)

ACKNOWLEDGEMENT OF SPECIFICATIONS (APPENDIX C)

Bidder shall indicate below that they have reviewed the Specifications/Appendix C and that the material will be supplied and work shall be performed as specified. Bidder shall use the 'Not As Specified' box to indicate a deviation(s) from specifications and shall provide additional details in the space provided.

X Specifications/Appendix C Reviewed; materials supplied and work to be performed as specified.

___Specifications/Appendix C Reviewed; materials supplied and work to be performed NOT AS SPECIFIED (SEE BELOW FOR ADDITIONAL DETAILS).

Special Provisions:

The curb, gutter, and sidewalk shall be protected from spatter, mar, or overcoat. Any excessive spatter, mar, or overcoat as deemed by the City Street Manager will be cleaned, repaired, or replaced at the contractor's expense.

X **AS SPECIFIED**

___**NOT AS SPECIFIED (SEE BELOW FOR ADDITIONAL DETAILS)**

_____

_____

Traffic Control:

Traffic Control and Maintenance: This work consists of furnishing, installing, and maintaining necessary traffic signs, barricades, lights, signals, cones, concrete barriers, and other traffic control devices and shall include flagging, pilot car operations, and other means for guidance of traffic through the work zone. The work shall be done according to the MUTCD and the approved traffic control plan. An approved plan is required before any construction begins. All materials and application shall be in accordance with section 603 of the standard specification for highway construction, 2014 edition, published by the Arkansas State Highway Commission.

X **AS SPECIFIED**

___**NOT AS SPECIFIED (SEE BELOW FOR ADDITIONAL DETAILS)**

_____

_____

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

BIDDERS ACKNOWLEDGEMENT: ADDENDA & REQUIRED DOCUMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields completed, inclusive of all required Response forms, such as the Non-Collusion Affidavit.	
Proof of insurance, or the ability maintain, as defined herein.	
5% Bid Guarantee, as specified herein.	
APPENDIX D	
Inclusion of all Addenda, when applicable. Bidder, list Addenda included: _____ _____ _____	
Performance & Payment Bond in an amount at least equal to the Total Unit Price Bid. ***(Due at Contract Signing)***	
Insurance Certificate, as required and as specified, naming the City of Bentonville as additionally insured. ***(Due at Contract signing)*** Bidder's should use the following address for the City of Bentonville: City of Bentonville, Arkansas 305 SW A Street Bentonville, Arkansas 72712	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

PRICING SECTION

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s), hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project, to complete the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

Bid prices shall include all costs, including but not limited to: **tax,** all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance and all other costs to the City of Bentonville, Arkansas to cover the finished work. The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal Contract within ten (10) days and deliver the required Performance and Payment Bonds and other required documents at the time of executing the Contract.

Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern. Bids shall be based on actual costs. If the unit price bids are, in the opinion of the City, unbalanced, it shall be cause of rejection of the whole bid.

Deductive Alternates): There are no deductive alternates in this solicitation.

The City reserves the right to omit areas and/or quantities from this bid due to lack of available funds, as well as add additional quantities (of the line items specified herein) based on the awarded bid prices when additional funding is available. In the event that additional quantities of milling, asphalt, thermoplastic markings, manhole adjustments or water valve adjustments are made, the City will grant the awarded Bidder an additional 15 (fifteen) days to their contract term to complete the work. Any additional quantities shall be billed at the Per Unit Price of the submitted bid.

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all bids and to waive any irregularities. The Bidder agrees that this bid shall remain guaranteed, and shall not be withdrawn, for a period of sixty (60) calendar days after the scheduled closing time for receiving bids (bid opening).

PRICING SECTION CONTINUES ON THE FOLLOWING PAGES

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

Line Number	(A) Estimated Quantity	Unit of Measure	Item Description	(B) Per Unit of Measurement Price	Extended Price (Multiply column (A) by column (B))
1	124,376	SY	Mastic Sealer, As Specified	$ 1.55	$ 192,782.80
2	1	LS	Maintenance of Traffic, As Specified	$ 22,500.00	$ 22,500.00

TOTAL BID PRICE (IN NUMBERS): $ 215,282.80

TOTAL BID PRICE (IN WORDS): Two Hundred Fifteen Thousand Two Hundred Eighty Two Dollars Eighty Cents

Used for bid comparison purposes only.

The sum of the Extended Prices for Lines 1-2.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

SUBCONTRACTOR DISCLOSURE

Bidder shall submit the name of any subcontractors proposed to use, and the subcontractor's State Contractor's License Number (if applicable).

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed

BIDDER DECLARATION

The Undersigned hereby declares that he has carefully examined the Invitation, Scope of Work and Specifications, has visited the actual location of the work and has consulted his sources of supply, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal, he waives all right to pleas of any misunderstanding regarding the same.

Company Name: Innovative Roadway Solutions, LLC By (Authorized Person's Signature): [redacted]

Printed Name and Title: Kevin King, President

Date: 06/30/2021

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

Arkansas State Contractor's License Number: 0416040921

INNOVATIVE ROADWAY SOLUTIONS LLC
LIMITED LIABILITY COMPANY
2018
TEXAS

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three references from within the last two (2) years in the space provided below. References provided must be from the performance of the same or similar type of work as described herein.

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

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
City of Tyler, Tx Chuck Samson	903-279-7822	Onyx Mastic Surface Seal	2018, 19, 20, 21
City of Columbia, MO Seth Nelson	573-999-1906	Onyx Mastic Surface Seal	2019. 2020
St Charles Co. MO Tom Reitz	636-949-7305	Onyx Mastic Surface Seal	2018, 19, 20, 21
City of Bentonville Tony Davis	479-271-3130	Onyx Mastic Surface Seal	2020

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award
Recommendation/Suggested Action *(Enter recommendation in space below)*:					
Bid award of bid IFB-21-50 in the amount of $442,472.10 to Decco Excavation for the City's 2021 overlay program. Please see attachments.					

Estimated Cost	**$442,472.10**
Is this Item Budgeted?	☑ Yes ☐ No
If no, please explain how item will be funded *(briefly explain in space below)* **:**	

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

Memorandum

DATE: July 27, 2021

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: 2021 Overlay Bid #IFB-21-50

The Street Department received three bids for the mill and overlay of City streets this year. Decco Excavation was the low bidder with a bid of $442,472.10. Please see the attached bid tab.

The mill and overlay project will cover 2 miles of City Streets. The Street Department is requesting bid IFB-21-50 be awarded to Decco Excavation.

Sincerely,

Tony Davis
Street Manager
City of Bentonville

CITY OF BENTONVILLE
BID OPENING TABULATION SHEET
IFB-21-50 2021 STREET OVERLAY
WEDNESDAY, JUNE 30, 2021 @ 1:30 PM

BIDDER NAME	TOTAL BID PRICE
APAC Central	$ 528,422.94
Emery Sapp & Sons (Hutchens)	$ 448,849.70
Decco	$ 442,472.10

CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: June 6, June 13

NOTICE TO BIDDERS
2021 Street Overlay
Invitation For Bid (IFB)-21-50

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, licensed and experienced contractors to perform the 2021 Bentonville Street Overlay, inclusive of but not limited to the furnishing of all tools, labor and materials and performing the necessary work to be done in the street resurfacing, water valve, manhole and parking lot asphalt application. The work shall include, but shall not be limited to the application of an estimated 2, 917 (two thousand nine hundred seventeen) tons of ACHM Overlay, 25,137 (twenty five thousand one hundred thirty seven) square yards of Asphalt Milling to the specified City streets, with adjustments of Manholes and Water Valves to grade and Thermoplastic Pavement Markings. All necessary work, materials and every item of construction shall be in accordance with the plans and specifications as prepared by the City (IFB-21-50 documents).

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 5% (five percent) of the Total Bid Price, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidder shall adhere to the bonding requirements as specified in the IFB-21-50 Bidding Documents,

The City reserves the right to reject any or all bids and to waive informalities.

Bidders shall make such inspection and studies of the site(s) of the work as to thoroughly familiarize themselves with all conditions to be encountered prior to submitting a bid.

The successful Bidder will be required to enter into a binding contract with the City, based on the IFB-21-50 specifications and terms and conditions.

The attention of all Bidders is called to the fact that they must be licensed under the terms of Act 150 of the 1965 Acts of the Arkansas Legislature, as amended if this contract exceeds $20,000.00.

Notice is hereby given that the City of Bentonville is an equal opportunity employer.

The successful Bidder will be required to submit a certification of non-segregated facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds $10,000.00.

Neither contractor nor subcontractor shall exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity any person in the U.S. on the grounds of race, color, national origin or sex, nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VIII of the Act of April 11, 1968 shall also apply.

WWW.BENTONVILLEAR.COM

There will be a MANDATORY PRE-BD MEETING (in-person) held on TUESDAY, JUNE 15, AT 2:00 P.M.CST at the Bentonville Municipal Complex – Street Department located at 3200 SW Municipal Drive Bentonville, AR 72712. The Street Department is located directly to the right when entering through the main entrance of the Bentonville Municipal Complex; Bidders should check in at the Street Department front desk and be directed to the Conference Room for the meeting. ATTENDANCE TO THE PRE-BID MEETING IS MANDATORY TO BE ELIGIBLE TO SUBMIT A BID TO IFB-21-50. Parties interested in attending the Mandatory Pre-Bid Meeting should review the 'Pre-Bid Meeting COVID-19 Precautions' in the IFB-21-50 Bidding Documents prior to attendance. Interested parties whom have concerns with attending the Mandatory Pre-Bid Meeting due to COVID-19 must contact the Purchasing Department at least two (2) business days prior to the meeting to discuss arrangements.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Office located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Bidders who wish to deliver a Bid Submission prior to the bid opening date/time may do so by delivering the Bid Submission to the Purchasing Office located on the 2nd floor of the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-21-50 held at 1:30pm on Wednesday, June 30, 2021; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, Submissions which do not contain the required Bid Bond and unsigned Bid Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-50	**Date of Issuance:**	June 6, 2021 June 13, 2021
Description:	2021 Street Overlay		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Pre-Bid Meeting Information: **!!MANDATORY!!**	MANDATORY PRE-BID MEETING: June 15, 2021 at 2:00PM **Street Departmnet: 3200 SW Municipal Drive Bentonville, AR 72712** SEE DETAILS IN THIS IFB DOCUMENT FOR MORE INFORMATION		
Bid Bond Requirement:	**5% Bid Bond Required with Bid Submission** **Performance & Payment Bond Required upon Award**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**JUNE 30, 2021 AT 1:30 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All bids must be received by the Purchasing Office prior to the date and time listed herein for the bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission correctly and to the designated location prior to the bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	JUNE 24– 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned bids will be rejected - no exceptions.

Name of Firm: Decco Excavation **Phone Number:** 479-636-5516

Business Address (Full Street/City/State/Zip): 2000 S 1st Street, Rogers, AR 72758

Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): ___Yes x No

Name of Contact Person: Eric Covington **Email:** eric.covington@deccoex.com

Signature of Authorized Person: [redacted] **Date:** 6/28/2021

Printed or Typed Name: Eric Covington **Title:** Vice President

Arkansas Contractors License Number: 0079370421 **(REQUIRED)**

Sales or Use Tax ID Number: 71-0831142

Bid Bond Included: x Yes ___No **(only required if specified in this IFB Document)**

[This space has been intentionally left blank]

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!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Office has moved to:

City of Bentonville
2ND FLOOR – PURCHASING
Administrative Services Building
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
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INTENT

The intent of this Invitation for Bid (IFB) is to obtain a qualified, properly experienced and licensed contractor to perform the 2021 Bentonville Street Overlay, inclusive of but not limited to the furnishing of all tools, labor, and materials and performing the necessary work to be done in the street resurfacing, water valve, manhole and parking lot asphalt application.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.
- Proof that Bidder maintains, or is able to acquire the required insurance, as stated herein in the 'INSURANCE' section of this IFB document.
- Appendix E- Bidder Qualifications
- 5% Bid Bond
- Non Collusion Affidavit, signed and notarized
- All other documents as stated herein.

REQUIREMENTS PRIOR TO AWARD

- The successful Bidder shall submit a certification of non-segregated facilities prior to award of this Contract and to notiy prospective subcontractors of the requirements for such certification where the subcontracted amount exceeds $10,000.00.

APPENDIXES

- **APPENDIX A: OVERLAY PROJECT QUANTITY SUMMARY**
- **APPENDIX B: 2021 STREET DEPARTMENT OVERLAY QUANTITIES (CONTRACTORS LIST)**
- **APPENDIX C: PAVEMENT MARKING QUANTITIES**
- **APPENDIX D: IFB-21-50 MAPS**
- **APPENDIX E: BIDDER QUALIFICATIONS**

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

DEFINITIONS

The follow abbreviations are used throughout this IFB document:

SY – Square Yard
LF – Linear Foot (Feet)
EA – Each
ACHMSC – Asphaltic Concrete Hot Mix Surface Course
" – Inch / ' – Foot

CONTRACT TERM

The awarded Bidder will be required to sign a binding Contract with the City of Bentonville for a six (6) month term. Work shall be completed within the Delivery timeline specified herein, regardless of the Contract Term exceeding the completion timeline.

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CITY'S RIGHT TO REJECT BIDS

The City of Bentonville reserves the right to reject any and all bids, and to waive informalities in accordance with the City's best interest.

QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)

All questions or requests related to this Invitation for Bid should be directed solely to the Purchasing Office via written communication only via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders. Purchasing will not respond to requests received after the deadline for submission of these requests stated herein.

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (IFB-21-50) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

MANDATORY PRE-BID MEETING

A Mandatory Pre-Bid Meeting (in-person) will be held on Tuesday, June 15, 2021 at 2:00pm CST at the Bentonvile Municipal Complex Street Department Conference Room to review the Scope of Work and requirements. The Bentonville Municipal Complex is located at 3200 SW Municipal Drive Bentonville, AR 72712; the Street Department is located directly to the right when walking in the main doors. Bidders should check in at the Street Department front desk and be directed to the Conference Room for the meeting.

Mandatory Pre-Bid Meeting COVID-19 Precautions:

All attendees to the Pre-Bid Meeting are highly encouraged to wear a face mask at all times while at the Pre-Bid Meeting and observe social distancing protocols when possible during the meeting. Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meeting (Bidders shall send an alternate representative).

Attendance Concerns Related to COVID-19:

Interestd parties whom have concerns with attending the Mandatory Pre-Bid Meeting due to COVID-19 must contact the Purchasing Department at least two (2) business days prior to the meeting to discuss arrangements.

BID GUARANTEE

All bids must be accompanied by a bid guarantee in the form of a bid bond, certified check, or cashier's check in the amount of **five percent (5%) of the Total Bid Price** payable without condition to the City of Bentonville. Personal checks and company checks are NOT acceptable as a bid guarantee.

Bids received that do not include a bid guarantee, as specified in this Invitation for Bid, will be rejected without exception.

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PERFORMANCE & PAYMENT BOND

The awarded bidder shall furnish performance and payment bonds after the Notice of Award is issued and upon the time of signing the binding contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded bidder's obligations under this Invitation for Bid and the awarded binding contract. These bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

INSURANCE

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

The policies of insurance required are as follows:

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

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SCOPE

The awarded Bidder agrees to furnish all labor, materials, transportation, equipment and all other necessary components or items to complete the 2021 Street Overlay Project, as specified herein and all attached appendixes, including but not limited to the street resurfacing, water valve, manhole and parking lot asphalt application work at multiple locations within the City limits of Bentonville, Arkansas, as specified herein. Bidder shall follow all applicable laws, rules and regulations, and industry standards when performing the type of work described herein.

It shall be the Bidder's responsibility to make such inspection and studies of the work sites specified herein as to thoroughly familiarize themselves with all conditions to be encountered.

The location of the work is set out in the Appendixes attached hereto. The work shall include, but shall not be limited to the application of an estimated 2, 917 (two thousand nine hundred seventeen) tons of ACHM Overlay, 25,137 (twenty five thousand one hundred thirty seven) square yards of Asphalt Milling to the specified City streets, with adjustments of Manholes and Water Valves to grade and Thermoplastic Pavement Markings.

DELIVERY

The City Of Bentonville requests project completion within 60 (sixty) days after Contract execution. If this schedule cannot be met, Bidder must state number of days required for completion. Failure to state completion days obligates Bidder to 60 (sixty) consecutive calendar days for completion. Extended completion days may be considered when in the best interest of the City.

(REQUIRED RESPONSE)

Delivery: ____60_____ days after execution of the Contract.

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

INVOICING

The awarded Bidder shall provide an invoice to the City's designated contact for this Contract for approval upon 100% completion. Invoices may be mailed to the City's Accounts Payable Office; however, the invoice will require approval from the Bentonville Parks and Recreation Department prior to issuing payment.

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712

The City will provide payment, by check, within fourteen (14) days of receipt of the approved invoice.

PAYMENT TERMS

[X] Net 30 days [ ] Other: _____

INDEMNIFICATION

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

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

DAMAGES

Any damage occurring to City(public) or private property within the worksite areas or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City Street Department's Assistant Street Manager, or his designated assignee, and repaired at the awarded Bidder's expense.

CITY'S RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request references and to contact those references as part of the evaluation of bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work for the City or any other entity for whom the Bidder has performed similar work.

The City reserves the right to request additional information from the apparent three lowest Bidders if it is deemed to be in the City's best interest, and to use that information in the evaluation for award based on what is in the City's best interest.

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a current Arkansas State Contractor's License.

a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars ($50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
   1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
   2. Plumbing;
   3. Electrical, indicative of wiring and illuminating fixtures; and

b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.

2. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

WARRANTY

The awarded Bidder shall guarantee all of the work under the IFB-21-50 Contract to be free from faulty materials and improper workmanship in every particular, and against injury from proper and usual wear; and agrees to replace or re-execute, without cost to the City, such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials due to such required replacement or recompletion of all work under the IFB-21-50 Contract, for a period of one (1) year form the date of final/100% completion and acceptance by the City.

COMPENSATION AND DEDUCTIONS

Compensation shall be determined based upon the units prices bid, the actual units of work completed based on the bid, and the time the work is completed, with a deduction of $250.00 for every day beyond sixty (60) days from the Notice to Proceed that the work is not completed. In the event the units of work to be completed are altered by representatives of the City, an allowance of additional days to complete the work shall be agreed to between the awarded Bidder and the City in writing at that time. Weather days are already considered in the time provided for this contract and no additional weather days shall apply unless agreed to by the City's representatives.

LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and state Laws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Bidders must be licensed under the terms of Act 150 of the 1965 Acts of the Arkansas Legislature, as amended if this Contract exceeds $20,000.00.

ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all general(prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

Neither contractor nor subcontractor shall exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity any person in the U.S. on the grounds of race, color, national origin or sex, nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VIII of the Act of April 11, 1968 shall also apply.

Notice is hereby given tha the City of Bentonville is an equal opportunity employer.

TOBACCO PRODUCTS AND LITTERING

Bidder nor any of Bidder's employees or representatives shall dispose of tobacco products on City streets or otherwise litter during the performance of work for the City.

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Contractor/Vendor Disclosure

Company Name: Decco Excavation

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

_x_ **Yes** ____ **No**

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

Immediate Relation includes:

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

_____

_____

_____

_____

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement.

Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported in 30 days of change of circumstance.

DEC **Initials**

CITY OF BENTONVILLE, ARKANSAS
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NONCOLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas

County of Benton

I Eric Covington of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the request for proposals to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid;

3. Neither the Bidder/Contractor nor anyone subject to the Bidder/Contractor's direction or control has been a party;

a. to any collusion among bidders in restraint of freedom of competition by agreement to submit a bid at a fixed rate or to refrain from submitting;

b. to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature: [redacted] Title: Vice President

Subscribed and sworn before me this: 29th day of June, 2021

Notary Public: [redacted] My commission expires: 04/06/2026

AMY LYNNE WILLIAMS
Notary Public-Arkansas
Carroll County
My Commission Expires 04-06-2026
Commission # 12697330

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of $20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than hand delivered.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value $20,000 and over. The acronym "IFB" means Invitation for Bid.
   b. The term "bid" means the offer by the bidder.
   c. The term "bidder" means the person or organization responding to the solicitation.
   d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
   e. The term "change order" means a written order from the Purchasing department directing the contractor to make changes to a contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

   Each bidder shall furnish the information required in the solicitation. The bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. The affidavit must be signed by an officer or employee having the authority to bind the company or organization by his/her signature and included with the bid response.

   Unit price for each unit offered must be provided. The unit price will be presumed correct.

   The bidder must state a definite time for delivery of supplies or performance of services.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.

5. **BID DOCUMENT MISTAKES:** The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

   Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening, or within two (2) business days from receiving notification from the City, with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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

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

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

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

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

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

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

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

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

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

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

    In the event of two or more identical low bids, award will be made to the lowest and most responsible and responsive bidders as determined by the City through the bid evaluation process.

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

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

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

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and

fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

    The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.

    All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS**: If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
    - First to bidder offering firm prices for full contract period; and
    - Second to bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS**: By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST**: The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES**: The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.

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

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

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

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

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

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

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

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

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

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

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

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

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

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

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

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

10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

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

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BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

SPECIFICATIONS SECTION (REQUIRED REPONSE)

Bidders are required to indicate if the work described herein, including all necessary and applicable labor and materials required, will be performed "AS SPECIFIED" by placing an "X" in the space indicated on each specification. If an equivalent item or service is being proposed, or if an item or service is being purposed exceeds the City's specifications, Bidders are required to indicate "EQUIVALENT/EXCEEDING SPECIFICATION" by placing an "X" in the space indicated on each specification. In the event that an equivalent or exceeding item or service is proposed, it shall be the Bidder's responsibility to include all details and information regarding the proposed item or service in their Bid Submission

MANDATORY PRE-BID MEETING ATTENDENCE
Indicate below if Bidder attended the Mandatory Pre-Bid Meeting for this Invitation for Bid.

_x_Yes, attended the Mandatory Pre-Bid Meeting for IFB-21-50
___No, did not attend the Mandatory Pre-Bid Meeting (!ATTENDENCE TO THE MANDATORY PRE-BID IS REQUIRED FOR SUBMISSION OF A BID)

ASPHALT PAVING

1. **General:** The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for placement of **ACHMSC** leveling course and overlay on the specified streets of varying widths and other specified areas belonging to the City of Bentonville

   __x___AS SPECIFIED _____EQUIVALENT OR EXCEEDING SPECIFICATION

   Details:_____

2. **Materials:** The **ACHM Superpave** surface course shall be as set forth under Section 407 of the Standard Specifications for Highway Construction, 2014 edition; published by the Arkansas State Highway Commission. **An ARDOT approved mix design will be required, and must be submitted to the City Engineering office for approval, prior to a preconstruction conference. The City reserves the right to reject mix that falls below 250 degrees Fahrenheit.**

   __x___AS SPECIFIED _____EQUIVALENT OR EXCEEDING SPECIFICATION

   Details:_____

3. **Construction:** After milling and curb recovery on selected streets, the awarded Bidder shall load millings into awarded Bidder's supplied trucks for removal, and the milled material may be retained by the contractor for recycling purposes or discarded at designated City waste sites. The City reserves the right to obtain up to 20 (twenty) truckloads of millings to be loaded on City trucks by the awarded Bidder. Millings shall be utilized in butt joint, driveway, manhole and water valve areas as a temporary wedge. The awarded Bidder shall thoroughly clean and sweep the existing surface with a power broom and remove and dispose of the temporary wedges, just prior to final ACHM asphalt application. Each milled street shall be required to be overlaid within 5 (five) calendar days upon being milled. All intersecting street approaches to be determined by the City Street Manager, or his Designee. A tack coat of emulsified asphalt shall then be applied at a rate of 0.03 (point zero- three) gallons per square yard.

   A level up course shall be applied to all street sections at a minimum of 55 (fifty-five) pounds per square yard. The depth of leveling will vary depending on the existing street section. This level up course will be a portion of the total depth of mix required for a given street section unless noted otherwise. All asphalt placement shall be in accordance with section 410 of the standard specification for highway construction, 2014 edition, published by the Arkansas State Highway Commission.

   _X_ AS SPECIFIED _____ EQUIVALENT OR EXCEEDING SPECIFICATION

   Details:_____

4. **Basis of Payment:** Payments shall be based on tonnage tickets presented to the City representative at time of placement. Payments will only be made on tickets designated properly.

   _X_ AS SPECIFIED _____ EQUIVALENT OR EXCEEDING SPECIFICATION

   Details:_____

5. **Special Provisions for Mill and Overlay:** The milling along the curb and gutter shall have minimal damage; any excessive damage as deemed by the City Street Manager will be repaired or replaced at the awarded Bidder's expense.

   _X_ AS SPECIFIED _____ EQUIVALENT OR EXCEEDING SPECIFICATION

   Details:_____

6. **Traffic Control**
   Traffic Control and Maintenance: This work consists of, but is not limited to furnishing, installing, and maintaining necessary traffic signs, barricades, lights, signals, cones, concrete barriers, pavement marking, and other traffic control devices and shall include flagging, pilot car operations, and other means for guidance of traffic through the work zone. The work shall be done according to the Manual on Uniform Traffic Control Device (MUTCD) and the approved traffic control plan. An approved plan is required before any construction begins. All materials and application shall be in accordance with section 603 of the Standard Specifications for Highway Construction, 2014 Edition, published by the Arkansas State Highway Commission.

   _X_ AS SPECIFIED _____ EQUIVALENT OR EXCEEDING SPECIFICATION

   Details:_____

7. **Thermo Plastic Pavement Markings:** All pavement markings shall be installed by the contractor within 14 (fourteen) consecutive days of ACHMSC placement. All materials, application and payment shall be in accordance with section 719 of the Standard Specification for Highway Construction, 2014 edition, published by the Arkansas State Highway Commission.
   _X_ AS SPECIFIED _____ EQUIVALENT OR EXCEEDING SPECIFICATION

   Details:_____

8. **Manhole Top and Water Valve Stack Adjustments:** In the event a manhole top or water valve stack is deemed necessary by the Street Manager or his designee during the installation of ACHM surface course, the City of Bentonville will supply the incidental materials that shall be installed by the contractor at no additional cost to the city.

   _X_ AS SPECIFIED _____ EQUIVALENT OR EXCEEDING SPECIFICATION

   Details:_____

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
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BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

MANHOLE TOP ADJUSTMENT

1. **General:** The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for the adjustment of the top elevation of existing manholes.

   _X_ AS SPECIFIED _____ EQUIVALENT OR EXCEEDING SPECIFICATION

   Details:_____

2. **Materials:** The manhole riser ring shall be as specified in the City of Bentonville water and sewer specifications, section 16. The existing manhole lid may be reused if in a condition satisfactory to the City, use shall be approved by the City Street Manager, or his designee.

   _X_ AS SPECIFIED _____ EQUIVALENT OR EXCEEDING SPECIFICATION

   Details:_____

3. **Construction**: The existing manhole lid will be removed in a manner to avoid any damage. A 2" (two inch) riser shall be attached to the existing stack, sealed with a ramneck seal or approved equal to bring the lid equal to or slightly above finished grade. Structures damaged because of the awarded Bidder's negligence shall be repaired or replaced at no cost to the City.

   It shall be the awarded Bidder's responsibility to adjust any manholes that may be covered by the overlay project, either by specified streets and locations or by additions to the Contract.

   Construction is subject to inspection and approval of the City of Bentonville Water Utilities Department.

   _X_ AS SPECIFIED _____ EQUIVALENT OR EXCEEDING SPECIFICATION

   Details:_____

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WATER VALVE STACK ADJUSTMENT

1. **General**: The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for the adjustment of the top elevation of existing valve lids and stacks.

   _X_ **AS SPECIFIED** ____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

   Details:_____

2. **Materials**: The valve riser ring shall be as specified in the City of Bentonville Water and Sewer Specifications, Section 12.19. The existing lid and stack may be used if in a condition satisfactory to the City, use shall be approved by the City Street Manager, or his designee.

   _X_ **AS SPECIFIED** ____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

   Details:_____

3. **Construction**: The existing valve lid will be removed in a manner to avoid any damage to the valve box. A 2 $^{1}/_{2}$ inch riser shall be attached to the existing stack or the stack may be twisted if possible to bring the lid equal to or slightly above finished grade.

   Construction is subject to inspection and approval of the City of Bentonville Water Utilities Department.

   It shall be the awarded Bidder's responsibility to adjust any water valves that may be covered by the overlay project either by specified streets and locations or additions to the contract.

   _X_ **AS SPECIFIED** ____ **EQUIVALENT OR EXCEEDING SPECIFICATION**

   Details:_____

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BIDDERS ACKNOWLEDGEMENT: ADDENDA & REQUIRED DOCUMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields completed, inclusive of all required Response forms, such as the Non-Collusion Affidavit.	DEC
Proof of insurance, or the ability maintain, as defined herein.	DEC
5% Bid Guarantee, as specified herein.	DEC
APPENDIX D	DEC
Inclusion of all Addenda, when applicable. Bidder, list Addenda included: _____ _____ _____	DEC
Performance & Payment Bond in an amount at least equal to the Total Unit Price Bid. ***(Due at Contract Signing)***	_____
Insurance Certificate, as required and as specified, naming the City of Bentonville as additionally insured. ***(Due at Contract signing)*** Bidder's should use the following address for the City of Bentonville: City of Bentonville, Arkansas 305 SW A Street Bentonville, Arkansas 72712	_____

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PRICING SECTION

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s), hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project, to complete the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

Bid prices shall include all costs, including but not limited to: **tax,** all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance and all other costs to the City of Bentonville, Arkansas to cover the finished work. The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal Contract within ten (10) days and deliver the required Performance and Payment Bonds and other required documents at the time of executing the Contract.

Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern. Bids shall be based on actual costs. If the unit price bids are, in the opinion of the City, unbalanced, it shall be cause of rejection of the whole bid.

Deductive Alternates): There are no deductive alternates in this solicitation.

The City reserves the right to omit areas and/or quantities from this bid due to lack of available funds, as well as add additional quantities (of the line items specified herein) based on the awarded bid prices when additional funding is available. In the event that additional quantities of milling, asphalt, thermoplastic markings, manhole adjustments or water valve adjustments are made, the City will grant the awarded Bidder an additional 15 (fifteen) days to their contract term to complete the work. Any additional quantities shall be billed at the Per Unit Price of the submitted bid.

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all bids and to waive any irregularities. The Bidder agrees that this bid shall remain guaranteed, and shall not be withdrawn, for a period of sixty (60) calendar days after the scheduled closing time for receiving bids (bid opening).

PRICING SECTION CONTINUES ON THE FOLLOWING PAGES

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Line Number	(A) Estimated Quantity	Unit of Measure	Item Description	(B) Per Unit of Measurement Price	Extended Price (Multiply column (A) by column (B))
1	2,917	TONS	ACHMSC (Asphaltic Concrete Hot Mix Surface Course) Complete and In-Place, As Specified.	$ 104.50	$304,826.50
2	25,137	SY	Asphalt Milling, As Specified.	$ 2.65	$ 66,613.05
3	1,611	LF	4" Yellow Thermoplastic Pavement Marking (Standard 8" Gap), As Specified.	$ 2.10	$ 3,383.10
4	50	LF	4" White Thermoplastic Pavement Marking, As Specified.	$ 2.10	$ 105.00
5	113	LF	12" White Thermoplastic Pavement Marking, As Specified.	$ 10.50	$ 1,186.50
6	78	LF	24" White Thermoplastic Pavement Marking, As Specified.	$ 21.00	$ 1,638.00
7	1	EA	"Left Turn Arrow" Thermoplastic Pavement Markings, As Specified.	$ 367.50	$ 367.50
8	1	EA	"Right Turn Arrow Thermoplastic Pavement Markings, As Specified	$ 367.50	$ 367.50
9	2	EA	"Only" Thermoplastic Pavement Marking (Legend), As Specified.	$ 420.00	$ 840.00
10	1	Lump Sum	Mobilization, All costs included.	$ 9,644.95	$ 9,644.95
11	1	Lump Sum	Maintenance of Traffic as Defined in Section 603 of the AHTD 2014 Addition, As Specified.	$53,500.00	$ 53,500.00

TOTAL BID PRICE (IN NUMBERS):$ 442,472.10

TOTAL BID PRICE (IN WORDS): Four Hundred forty-two thousand four hundred seventy-two dollars and ten cents

Used for bid comparison purposes only.

The sum of the Extended Prices for Lines 1-11.

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SUBCONTRACTOR DISCLOSURE

Bidder shall submit the name of any subcontractors proposed to use, and the subcontractor's State Contractor's License Number (if applicable).

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed
Time Striping		Striping and Associated work

BIDDER DECLARATION

The Undersigned hereby declares that he has carefully examined the Invitation, Scope of Work and Specifications, has visited the actual location of the work and has consulted his sources of supply, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal, he waives all right to pleas of any misunderstanding regarding the same.

Company Name: Decco Excavation By (Authorized Person's Signature): [redacted]

Printed Name and Title: Eric Covington Vice President

Date: 6/28/2021

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

Arkansas State Contractor's License Number: 0079370421

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APPENDIX A

OVERLAY PROJECT QUANTITY SUMMARY

2021 Overlay Project Quantities

City Streets

Estimated 2,917 Tons of ACHMSC

Estimated 25,137 Asphalt Milling S.Y.

Estimated 1,611 Linear Feet of 4" Yellow Thermoplastic Standard 8" Gap

Estimated 50 Linear Feet of 4" White Thermoplastic

Estimated 113 Linear Feet of 12" White Thermoplastic

Estimated 78 Linear Feet of 24" White Thermoplastic

Estimated 1 Left Turn Arrow

Estimated 1 Right Turn Arrow

Estimated 2 "Only" Legend

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APPENDIX B

2021 STREET DEPARTMENT OVERLAY QUANTITIES (CONTRACTORS LIST)

2021 STREET DEPARTMENT OVERLAY QUANTITIES

STREET	STARTING AT	ENDING AT	SIDE STREET APPROACH	OVERALL STREET WIDTH (FT)	OVERALL STREET LENGTH (FT)	BREAKDOWN WIDTH (FT)	BREAKDOWN LENGTH (FT)	DEPTH (INCHES)	ACHM (TONS)	DRIVE APRONS (# OF)	MANHOLE (QTY)	WATER VALVE (QTY)	ASPHALT MILLING WIDTH	ASPHALT MILLING DEPTH (INCHES)	ASPHALT MILLING (SQ. YDS.)
NW 11th St	N Walton Blvd	NW K St		Varies	1105			1.5	343	0	0	0	Varies	1.5	4160
	NW 11th St - Breakdown														
NW 11th St	Station 0+00 - 0+31 Mill/Overlay					48	31								
NW 11th St	Station 0+31 - 1+93 Mill/Overlay					26	162								
NW 11th St	Station 1+93 - 3+50 Mill/Overlay					30	157								
NW 11th St	Station 3+50 - 5+27 Mill/Overlay					26	177								
NW 11th St	Station 5+27 - 10+75 Mill/Overlay					29	548								
NW 11th St	Station 10+75 - 11+05 Mill/Overlay					49.5	30								
	Station 4+80 South side of NW 11th St Mill/Overlay		NW J St			103	45								
NW K St	NW 11th St	NW K Pl		29.5	316				90						1088
	NW K St - Breakdown														
NW K St	Station 0+00 - 2+93 Mill/Overlay					29.5	293								
NW K St	Station 2+93 - 3+16 Mill/Overlay					50	23								
NW Wishing Springs Rd	NW Frontage Rd	McNelly Rd		20	1540			1.5	335	0	0	0	Varies	1.5	516
	NW Wishing Springs Rd - Breakdown														
NW Wishing Springs Rd	Station 0+00 - 1+10 Mill/Overlay					20	110								
NW Wishing Springs Rd	Station 1+19 - 12+10 Overlay					20	1100								
NW Wishing Springs Rd	Station 12+10 - 12+60 Mill/Overlay					20	50								
NW Wishing Springs Rd	Station 18+30 - 18+80 Mill/Overlay					20	50								
NW Wishing Springs Rd	Station 18+80 - 21+00 Overlay					20' widening to 65' at McNelly Rd	210								
NW Wishing Springs Rd	Station 21+00 - 21+16 Mill/Overlay					65	16								
Vaughn Rd	S Vaughn Rd	SW Mallet Rd		23.5	1313			1.5	285	0	0	0	23.5	1.5	3460
	Vaughn Rd - Breakdown														
Vaughn Rd	Station 0+00 - 0+33 Mill/Overlay					32	33								
Vaughn Rd	Station 0+33 - 13+13 Mill/Overlay					23.5	1280								
SW Arrowhead Dr	SW 8th St	SW 10th St		26	1283			1.5	369		0	0	Varies	1.5	2824
	SW Arrowhead Dr - Breakdown														
SW Arrowhead Dr	Station 0+00 - 0+57 Mill/Overlay					24.5	57								
SW Arrowhead Dr	Station 0+57 - 1+81 Curb Recovery/Full Overlay					32	124								
SW Arrowhead Dr	Station 1+81 - 12+58 Curb Recovery/Full Overlay					26	1077								
SW Arrowhead Dr	Station 12+58 - 12+83 Mill/Overlay					26	25								
	Station 3+05		SW Choctaw St			56.5	36								
	Station 8+85		SW Morris St			50	28								
SW 16th St	S Walton Blvd	SW D St		Varies	892			1.5	338	0	0	0	Varies	1.5	4102
	SW 16th St - Breakdown														
SW 16th St	Station 0+00 - 0+35 East Bound Lane at S Walton Blvd Mill/Overlay					45	33								
SW 16th St	Station 0+00 - 0+48 West Bound Lane at S Walton Blvd Mill/Overlay					40	48								
SW 16th St	Station 0+33 - 2+56 East Bound Lane Mill/Overlay					22	223								

SW 16th St	Station 0+49 - 2+56 West Bound Lane Mill/Overlay					20	207								
SW 16th St	Station 2+56 - 8+53 Mill/Overlay					26	597								
SW 16th St	Station 8+53 - 8+92 Mill/Overlay					29	39								
	Station 5+10	SW Commerce Dr at SW 16th St				53	32								
		SW Commerce Dr				26	232								
SE 6th St	Water Tower Rd	College Pl		26	1175			1.5	380	0	0	0	Varies	1.5	3801
	SE 6th St - Breakdown														
SE 6th St	Station 0+00 - 0+25 Mill/Overlay					42.5	25								
SE 6th St	Station 0+25 - 5+53 Curb Recovery/Full Overlay					26	528								
SE 6th St	Station 5+53 - 6+33 Mill/Overlay					26	80								
SE 6th St	Station 6+33 - 8+25 Curb Recovery/Full Overlay					26	192								
SE 6th St	Station 8+25 - 9+23 Mill/Overlay					26	98								
SE 6th St	Station 9+23 - 11+35 Curb Recovery/Full Overlay					26	212								
SE 6th St	Station 11+35 - 11+75 Mill/Overlay					61.5	40								
	Station 0+55	Auburn St				51	29								
	Station 3+27	Baylor St				54	26								
	Station 5+62	Cornell St - North Side				53	26								
	Station 5+62	Cornell St - South Side				51.5	26								
	Station 8+50	Drake St - North Side				61	36								
	Station 8+50	Drake St - South Side				61	36								
SE 8th St	Water Tower Rd	College Pl		26	1093			1.5	319	0	0	0	Varies	1.5	2782
	SE 8th St - Breakdown														
SE 8th St	Station 0+00 - 0+29 Mill/Overlay					41	29								
SE 8th St	Station 0+29 - 3+59 Curb Recovery/ Full Overlay					26	830								
SE 8th St	Station 8+59 - 9+34 Mill/Overlay					26	75								
SE 8th St	Station 9+34 - 10+43 Curb Recovery/ Full Overlay					26	109								
SE 8th St	Station 10+43 - 10+93 Mill/Overlay					26	50								
	Station 0+75	Auburn St				47.5	31								
	Station 3+16	Baylor St				50	23								
	Station 6+02	Cornell St				50.5	35								
	Station 8+65	Drake st				50	29								
College Pl	SE 6th St	SE 8th St		26	810				164						1371
	College Pl - Breakdown														
College Pl	Station 0+00 - 0+97 Mill/Overlay					26	97								
College Pl	Station 0+97 - 5+10 Curb Recovery/ Full Overlay					26	513								
	Station 1+36	SE 6th St				59	36								
SE 16th St	Moberly Ln	SE Sunrise St		27	1135			1.5	294	0	0	0	Varies	1.5	1233
	SE 16th St - Breakdown														
	Station 0+00 - 0+33 Mill/Overlay					51	33								
	Station 0+33 - 11+08 Curb Recovery/Full Overlay					27	1075								
	Station 11+08 - 11+35 Mill/Overlay					50	27								
	TOTAL				10152				2917	0	0	0			25137

NOTE: To be invoiced to City of Bentonville Street Department
NOTE: Drive aprons to receive a minimum 24 inch wing where applicable
NOTE: Side street approaches to be milled and overlaid to the end of radius or as determined by the street manager or his designee
NOTE: Side street approach width is based on an average to include the radii
NOTE: Water Valve and Manhole quantity is intended for information purposes

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

APPENDIX C

PAVEMENT MARKING QUANTITIES

2021 Street Overlay - Thermoplastic Pavement Markings

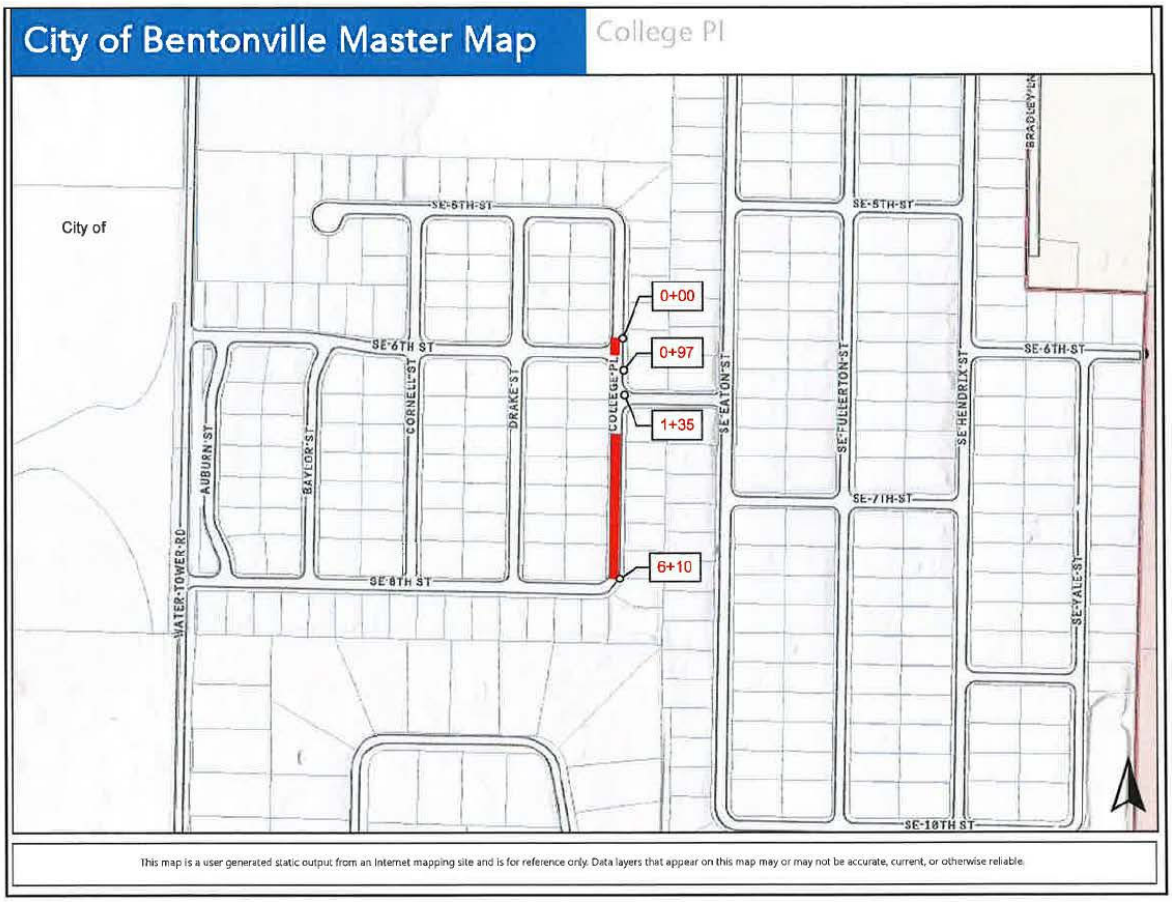
Street	L.F. of 4" Yellow	L.F of 4" White	L.F. of 12" White	L.F. of 24" White	Left Turn Arrow	Right Turn Arrow	Only Legend
SW 16th St	1451						
SW Arrowhead Dr	160	50	32	78	1	1	2
NW 11th St			81				
TOTAL	**1611**	**50**	**113**	**78**	**1**	**1**	**2**

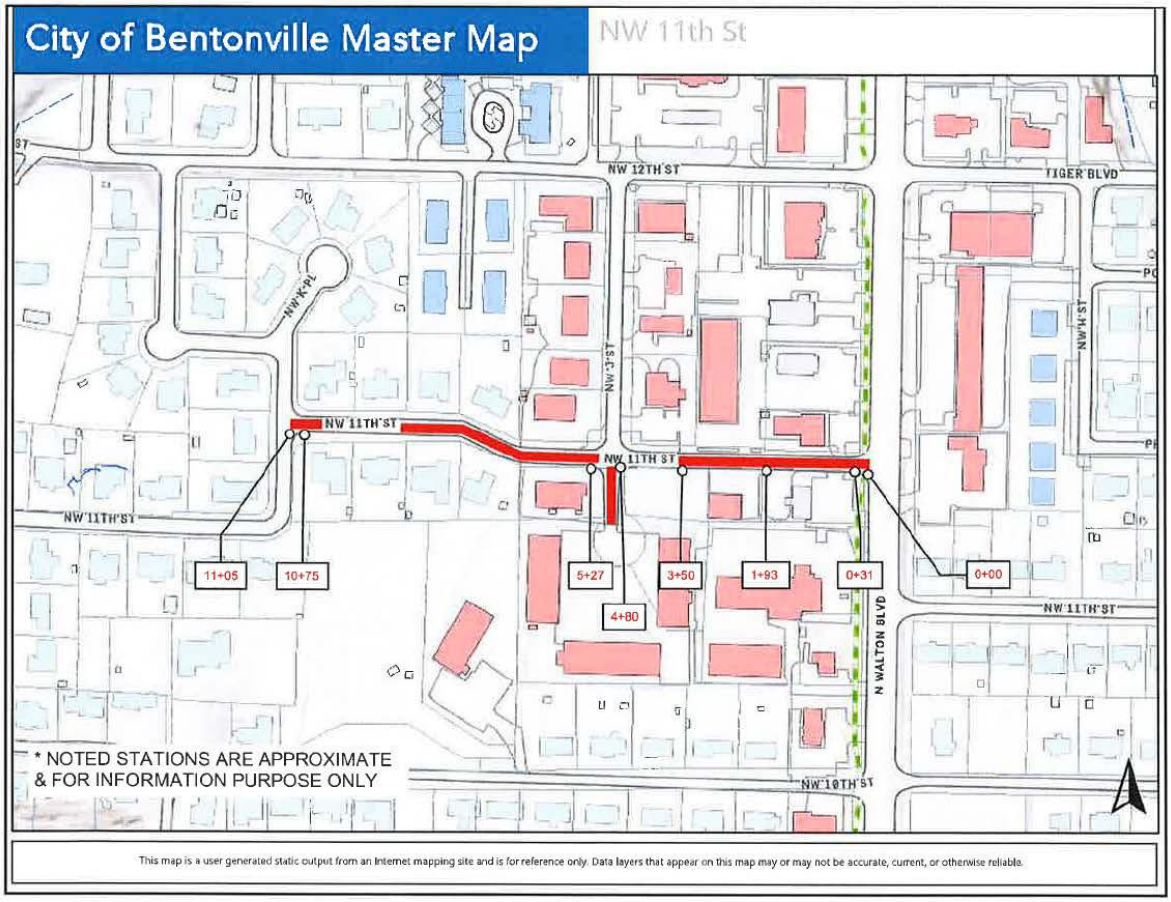
Note: Thermoplastic quanties are estimates only

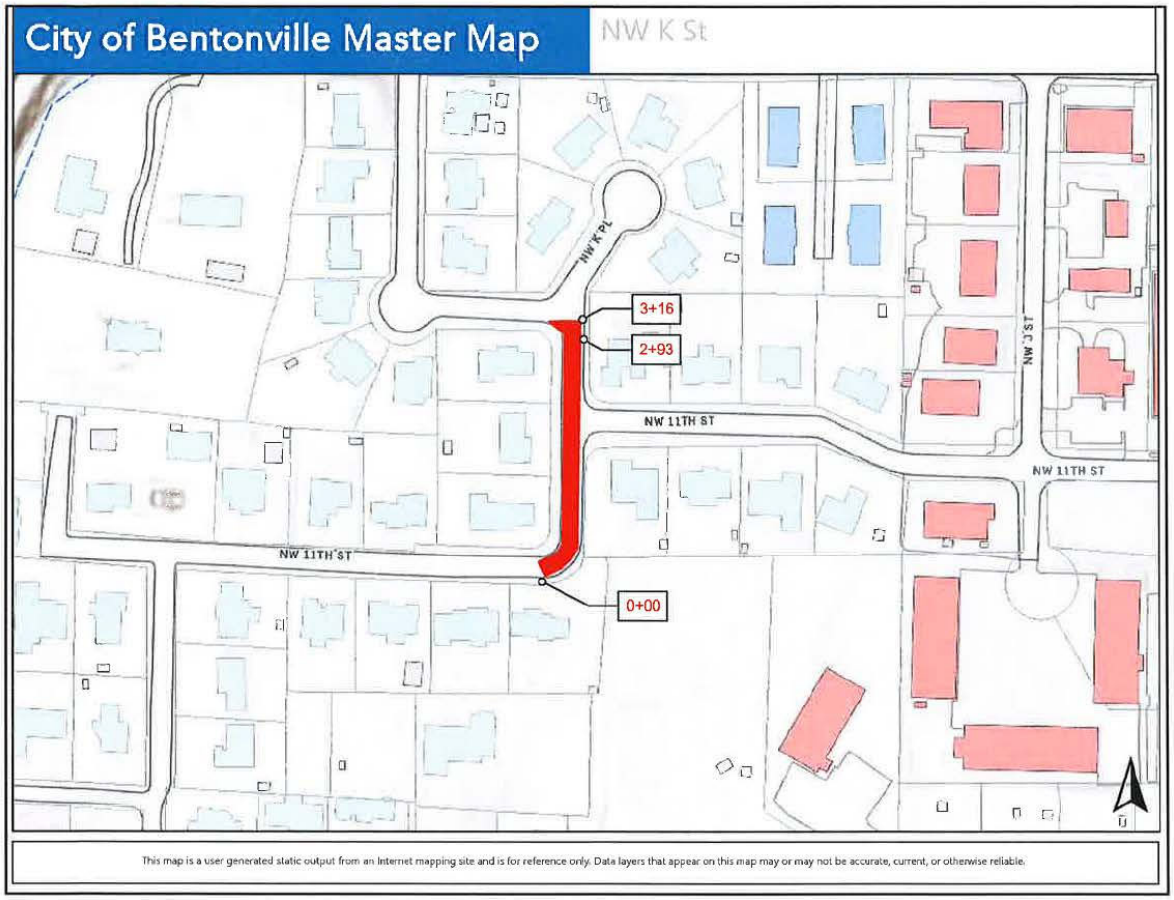
CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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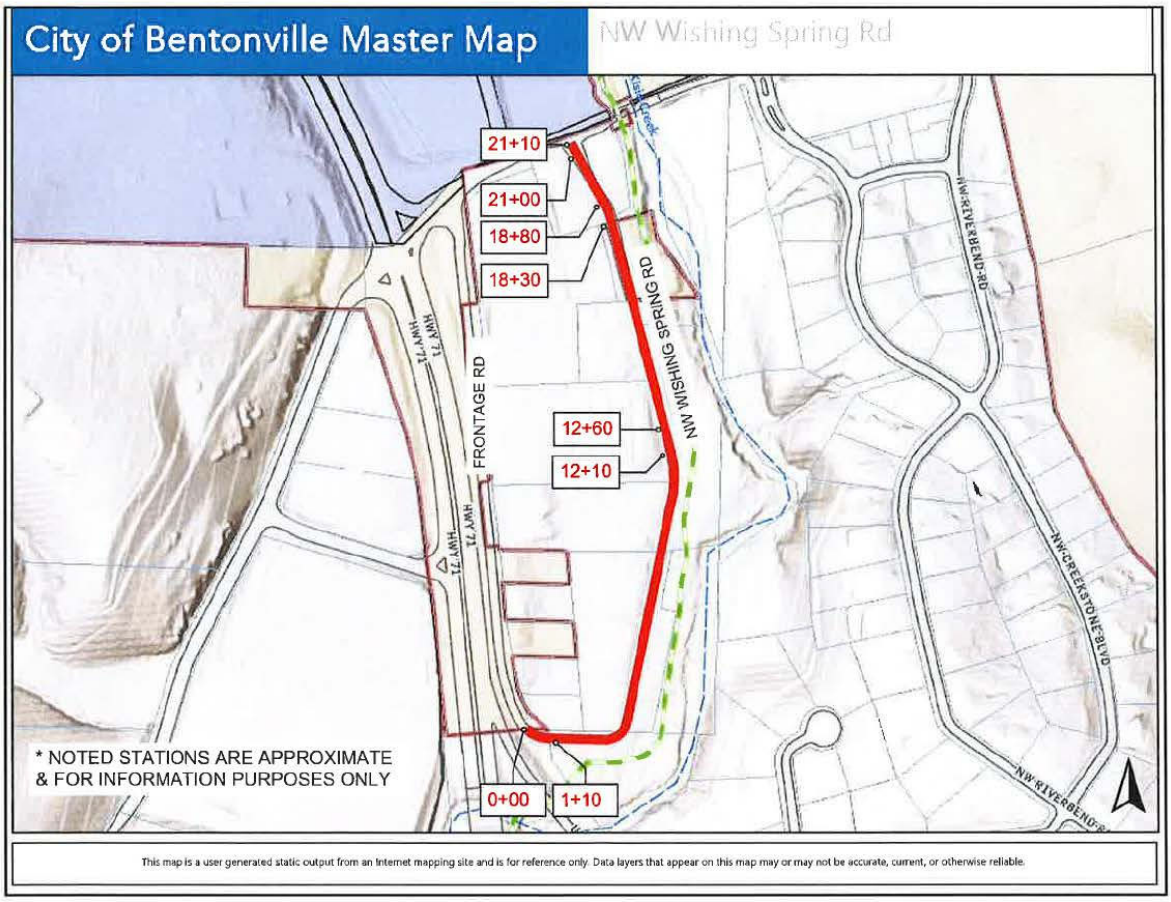
APPENDIX D

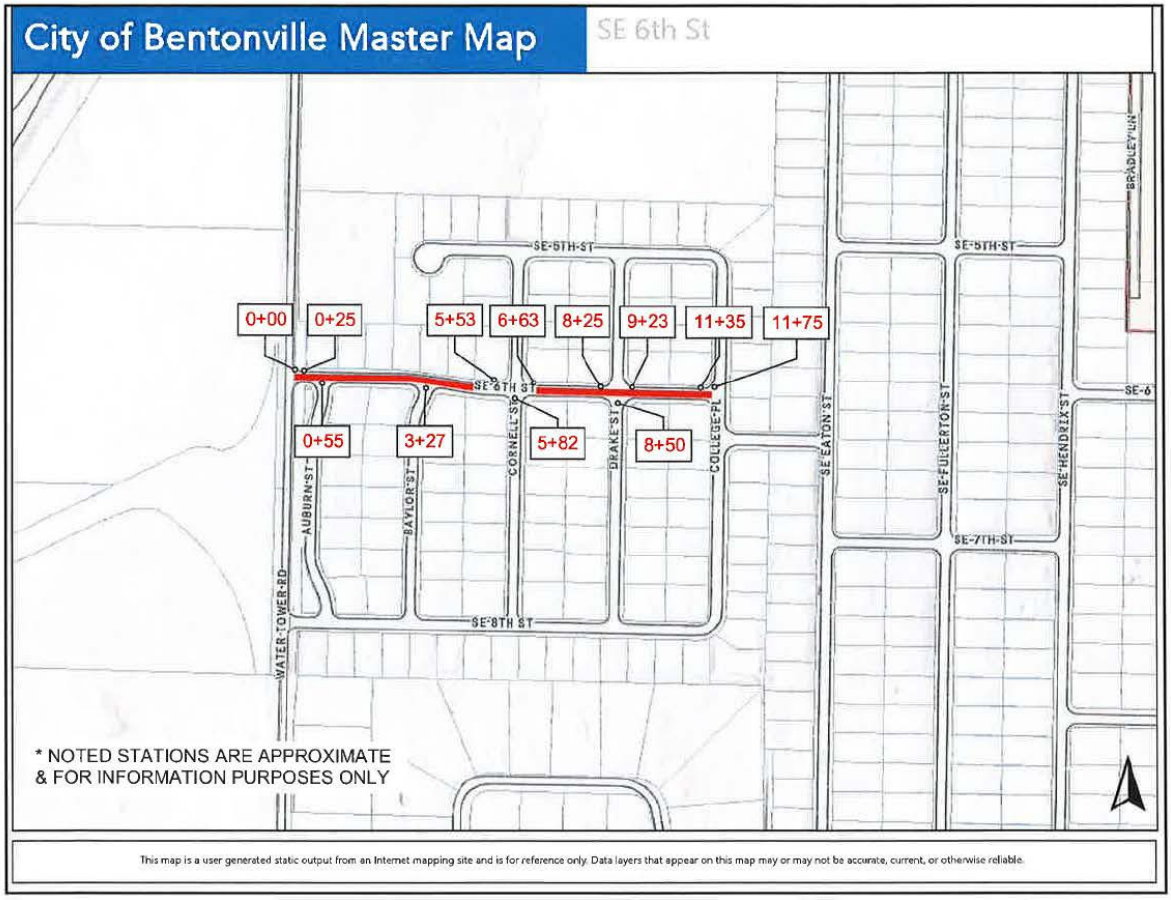
IFB-21-50 MAPS

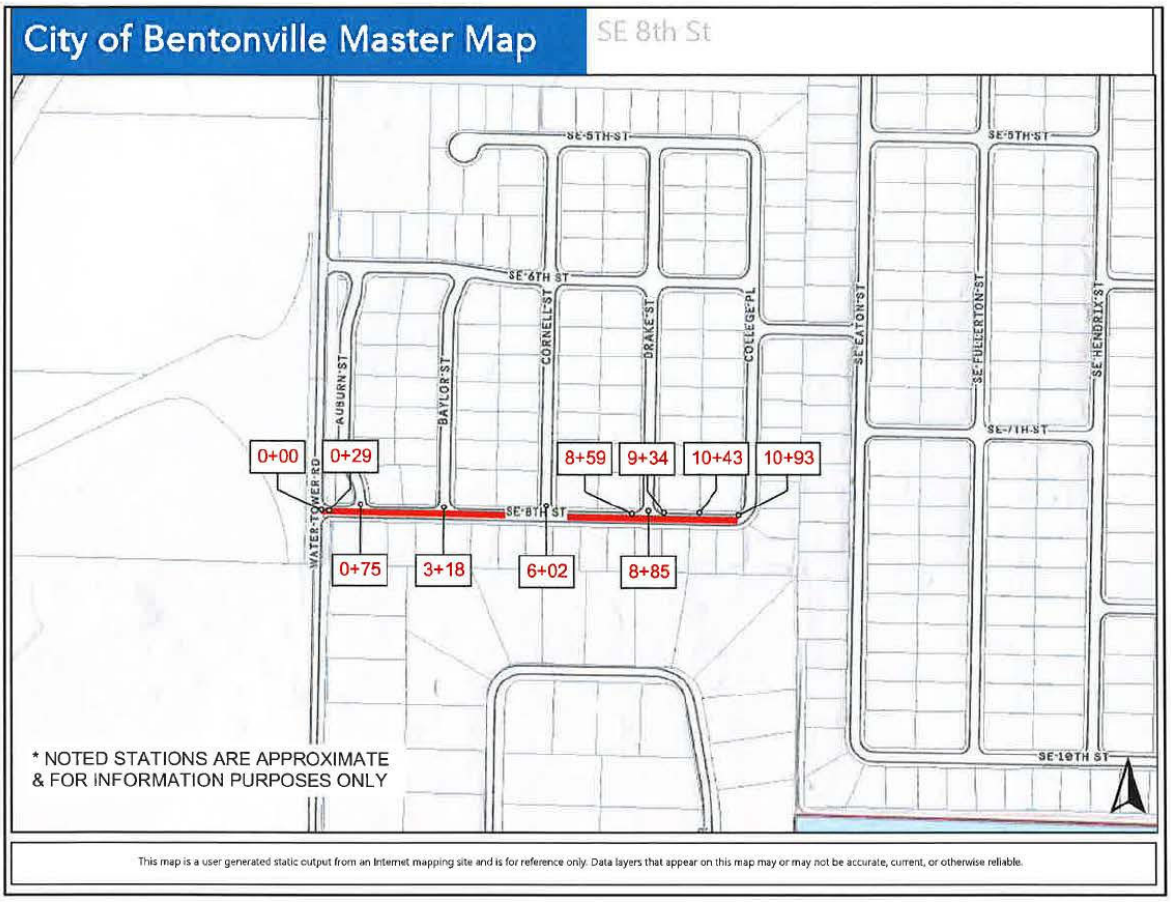

City of Bentonville Master Map
College Pl
City of
SE 6TH ST
SE 8TH ST
SE 5TH ST
SE 7TH ST
SE 10TH ST
WATER TOWER RD
AUBURN ST
BAYLOR ST
CORNELL ST
DRAKE ST
COLLEGE PL
SE EATON ST
SE FULLERTON ST
SE HENDRIX ST
SE YALE ST
0+00
0+97
1+35
6+10
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

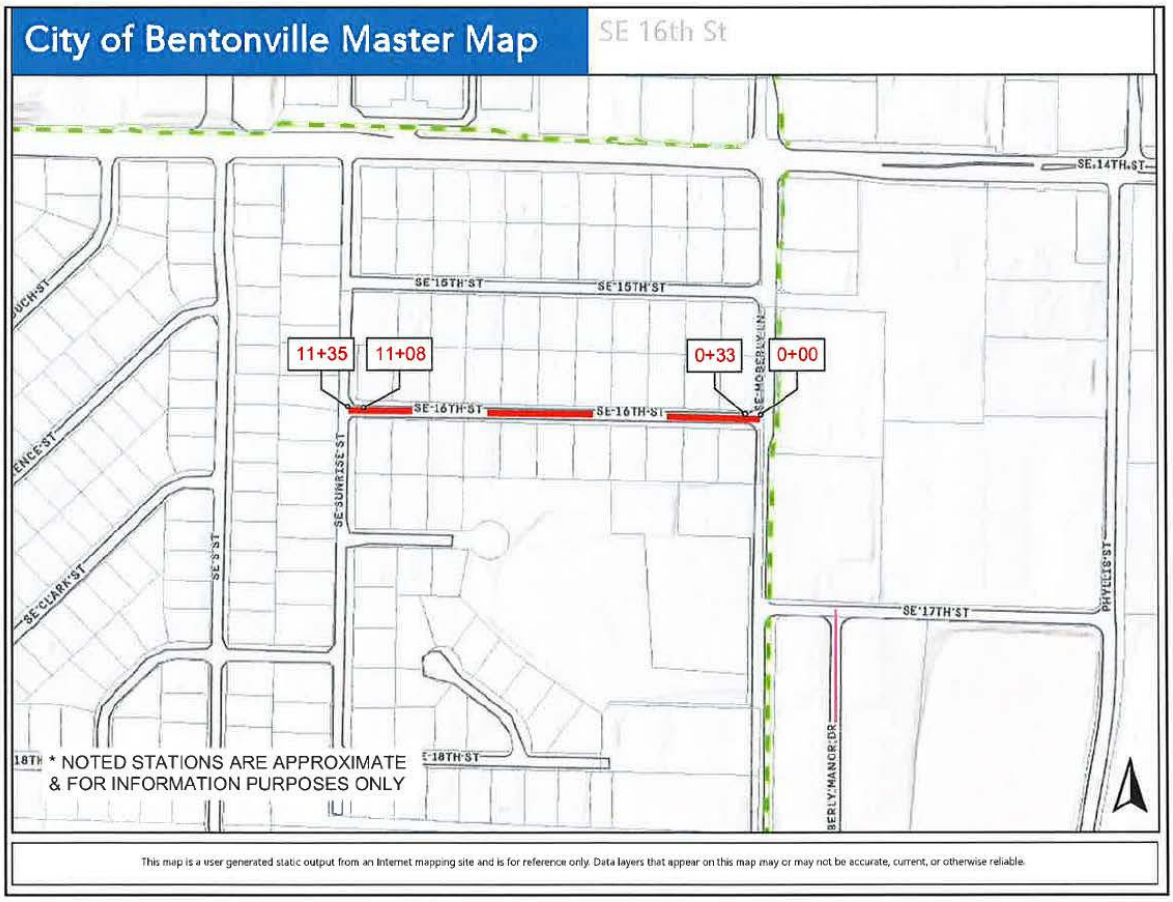

City of Bentonville Master Map
NW 11th St
NW 12TH ST
TIGER BLVD
NW K PL
NW 3 ST
NW 11TH ST
NW 11TH ST
NW 11TH ST
NW 11TH ST
11+05
10+75
5+27
4+80
3+50
1+93
0+31
0+00
N WALTON BLVD
NW 10TH ST
* NOTED STATIONS ARE APPROXIMATE
& FOR INFORMATION PURPOSE ONLY
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

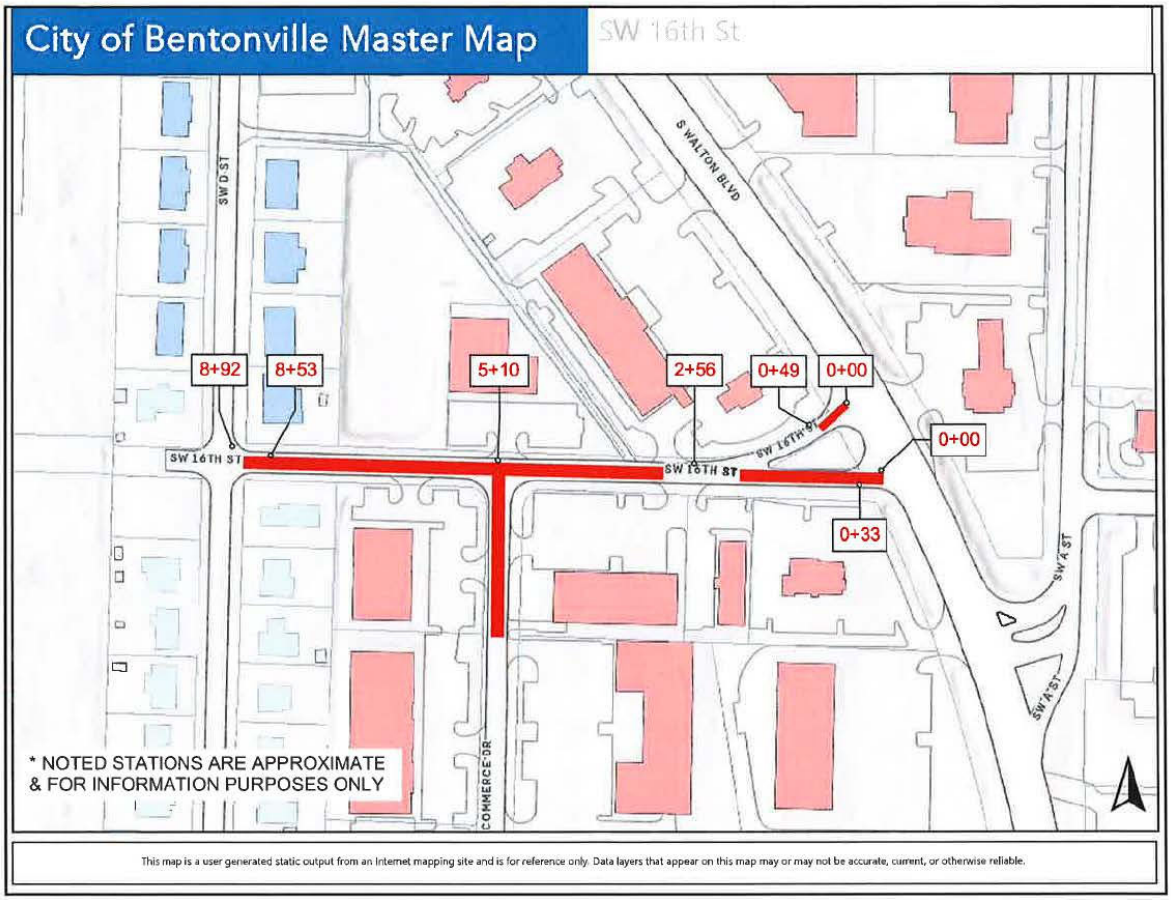

City of Bentonville Master Map
NW K St
NW K PL
3+16
2+93
0+00
NW 11TH ST
NW 11TH ST
NW 11TH ST
NW J ST
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

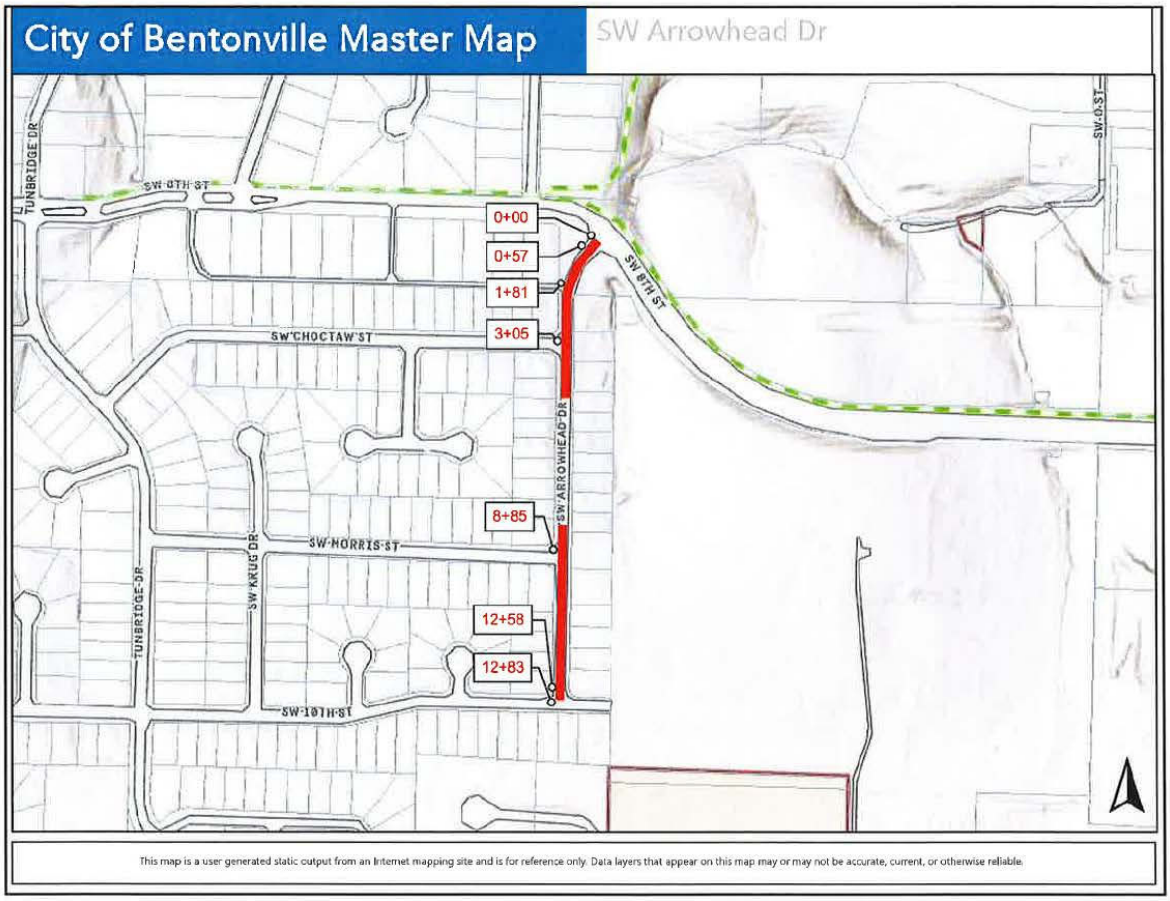

City of Bentonville Master Map
NW Wishing Spring Rd
21+10
21+00
18+80
18+30
12+60
12+10
0+00
1+10
FRONTAGE RD
NW WISHING SPRING RD
HWY 71
NW RIVERBEND RD
NW CREEKSTONE BLVD
* NOTED STATIONS ARE APPROXIMATE
& FOR INFORMATION PURPOSES ONLY
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

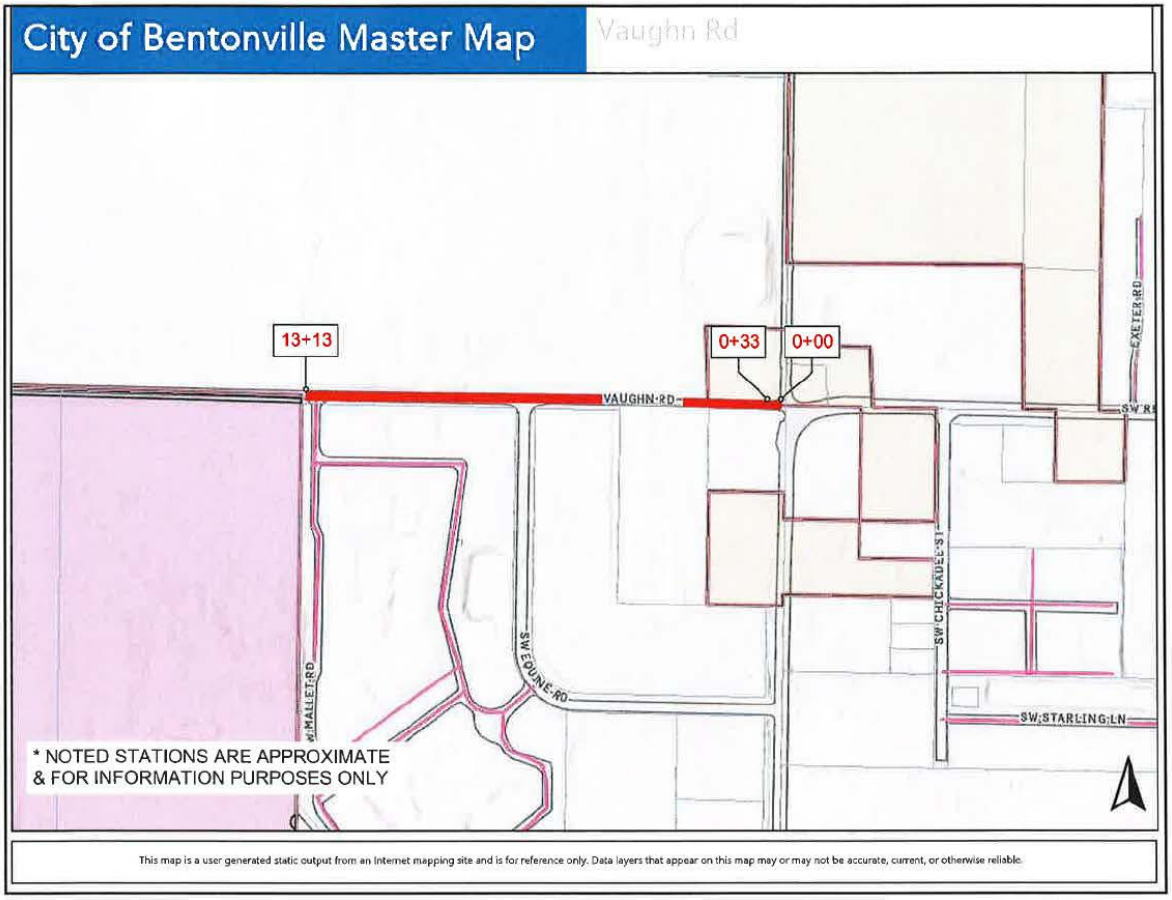

City of Bentonville Master Map
SE 6th St
SE 5TH ST
SE 6TH ST
SE 8TH ST
SE 7TH ST
0+00
0+25
5+53
6+63
8+25
9+23
11+35
11+75
0+55
3+27
5+82
8+50
AUBURN ST
BAYLOR ST
CORNELL ST
DRAKE ST
COLLEGE PL
SE EATON ST
SE FULLERTON ST
SE HENDRIX ST
WATER TOWER RD
BRADLEY LN
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& FOR INFORMATION PURPOSES ONLY
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City of Bentonville Master Map
SE 8th St
SE 5TH ST
SE 6TH ST
SE 7TH ST
SE 10TH ST
AUBURN ST
BAYLOR ST
CORNELL ST
DRAKE ST
COLLEGE PL
SE EATON ST
SE FULLERTON ST
SE HENDRIX ST
WATER TOWER RD
0+00
0+29
0+75
3+18
6+02
8+59
8+85
9+34
10+43
10+93
* NOTED STATIONS ARE APPROXIMATE
& FOR INFORMATION PURPOSES ONLY
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City of Bentonville Master Map
SE 16th St
SE 14TH ST
SE 15TH ST
SE 15TH ST
11+35
11+08
0+33
0+00
SE 16TH ST
SE 16TH ST
SE MOBERLY LN
SE SUNRISE ST
SE 17TH ST
PHYLLIS ST
SE CLARK ST
* NOTED STATIONS ARE APPROXIMATE
& FOR INFORMATION PURPOSES ONLY
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City of Bentonville Master Map
SW 16th St
SW D ST
S WALTON BLVD
8+92
8+53
5+10
2+56
0+49
0+00
0+00
0+33
SW 16TH ST
SW 16TH ST
SW 16TH ST
SW A ST
SW A ST
COMMERCE DR
* NOTED STATIONS ARE APPROXIMATE
& FOR INFORMATION PURPOSES ONLY
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.


City of Bentonville Master Map
SW Arrowhead Dr
TUNBRIDGE DR
SW 8TH ST
SW CHOCTAW ST
SW NORRIS ST
SW KRUG DR
SW 10TH ST
SW ARROWHEAD DR
SW 8TH ST
SW O ST
0+00
0+57
1+81
3+05
8+85
12+58
12+83
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.


City of Bentonville Master Map
Vaughn Rd
13+13
0+33
0+00
VAUGHN RD
EXETER RD
SW MALLET RD
SW EQUINE RD
SW CHICKADEE ST
SW STARLING LN
* NOTED STATIONS ARE APPROXIMATE
& FOR INFORMATION PURPOSES ONLY
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CITY OF BENTONVILLE, ARKANSAS
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1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

APPENDIX E

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
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Bidders shall provide at least three references from within the last two (2) years in the space provided below. References provided must be from the performance of the same or similar type of work as described herein.

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

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
ARDOT-Benton County	479-273-7634	Asphalt Overlay	June 2021
Riggins Construction	479-582-9597	Various Asphalt Streets	Last 3 years
City of Centerton	479-721-1475	Various Asphalt Streets	2020

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Police Department**
Submitted by	**Jon Simpson**
Phone	**(479) 271-3170**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below)*:

Request to approve an Ordinance for a Waiver of Bid to Virtra Inc., to purchase Virtra's proprietary interactive virtual simulator training system, complete with equipment, installation, software and training as part of the 2021 bond extension voted on April 13, 2021. Pricing for multiple items included in this purchase matches the U.S General Services Administration (GSA) Cooperative Contract pricing, helping to save approximately 10-15% on each applicable item.

Estimated Cost	**233,377.82 (includes sales tax)**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Bond extension approved by election on April 13, 2021.

Waiver of Bid Request

Date of City Council Meeting	**7/13/2021**
Department	**Police Department**
Submitted by	**Jon Simpson**
Phone	**(479) 271-3170**

Vendor	**VirTra Inc**
Total Cost	**$233,377.82 (includes sales tax)**

Description of Purchase *(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):*

Capital purchase - interactive training program includes Virtra Virtual Interactive Coursework Training; Virtra 300 LE 4K projection system and software; Installation/Training of System; Borderless Screens (V-300 System); VirTra Tetherless Firearm and Less Lethal accessories; Virtra Threat Fire device; Wireless Station; Refill Station.

Justification *(Enter justification in space below):*

This is a request for a Waiver of Bid to purchase the equipment, installation and training for a law enforcement interactive virtual simulator training system as part of the 2021 bond extension voted on April 13, 2021. Pricing for multiple items included in this purchase matches the U.S General Services Administration (GSA) Cooperative Contract pricing, helping to save approximately 10-15% on each applicable item. VirTra Inc's line of simulators are proprietary, inclusive of software and simulation equipment, only available from the manufacturer (VirTra). Additionally, based on the Police Department's research, VirTra is the only manufacturer of firearms simulation equipment (complete interactive training system) that incorporates real and interactive video seamlessly displayed and fully interactive across all screens at the same time. For these reasons, it is not practical to solicit competitive bids for this purchase. Please see the attached equipment list, sole source letter, and pricing for additional information.

VirTra

7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

Account Name	Bentonville Police Department	Created Date	5/27/2021
Contact Name	Ray Shastid	Quote Number	00004260
Email	ray.shastid@bentonville.arkansas.gov	Expiration Date	8/31/2021
Ship To Name	Bentonville Police Department	Prepared By	Kyle Sadewhite
		Email	ksadewhite@virtra.com

Product Code	Product	Product Description	Sales Price	Quantity	Discount	Total Price
V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	$0.00	1.00		$0.00
V-300LE-1 4K®	VirTra V-300® LE 4K (w/ 1 year warranty)	VirTra Systems V-300® LE-1 4K simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees. Multi-directional audio and seamless real video create an environment and situation that will challenge trainees. Comes with LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum requirements). One year warranty and support services included.	$158,995.10	1.00	10.00%	$143,095.59
V-300-INSTL	VirTra V-300® Installation/Training	VirTra Installation and Training for one (1) V-300® System. Includes all travel and expenses in the CONUS.	$6,270.00	1.00	10.00%	$5,643.00
VHU-BS-300	Borderless Screens (V-300® Systems)	Eliminates the 5 inch black border between screens to increase immersion on VirTra V-300® systems.	$9,458.90	1.00	15.00%	$8,040.07
VTRK-G22	VirTra Tetherless-Glock 22	Micro-switch activated tetherless handgun recoil kit for the Glock 22. Includes one magazine (All recoil kits convert real firearms which must be supplied by the customer).	$3,155.00	2.00		$6,310.00
VTRK-G22-SM	VirTra Tetherless-Glock 22-Standard Magazine	Additional Standard Magazine (SM) for use with the VTRK-G22 recoil kits.	$551.00	2.00		$1,102.00
VWSA-G22-AP	VirTra Tetherless-Glock 22-Adapter Plate	Adapter plate for the VTRK-G22-MAG (Requires VirTra refill station).	$300.00	1.00		$300.00

VirTra
7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | VIRTRA.COM

VATR-M16	VirTra Tetherless-Advanced AR15/M16	Advanced micro-switch activated tetherless rifle recoil kit for AR15, M4 and M16. Incorporates laser, supports tactical reload and instructor jamming capability. Includes one wireless programmable magazine. Requires VirTra's wireless station. (All recoil kits convert real firearms which must be supplied by the customer).	$8,328.10	2.00	15.00%	$14,157.77
VATR-M16-MAG	VirTra Tetherless-Advanced AR15/M16-Magazine	Advanced refillable rifle magazine with pressure supply, shot counting (defaults to 30 rounds per magazine), rechargeable battery pack, and wireless communications. For use with the VATR-M16 recoil kit. (Requires the VWSA-RFS, VWSA-WS, and VWSA-RCS).	$2,080.00	2.00		$4,160.00
VWSA-VATRM16-AP	VirTra Tetherless-Advanced AR15/M16-Adapter Plate	Adapter plate for the VATR-M16-MAG (Requires VirTra refill station).	$300.00	1.00		$300.00
VATU-LL-G2X	Low Light-Training-G2X	Hardware and software for low light training, includes 2 flashlights. For use with advanced handheld lights only (VATU-FLT-G2X).	$4,004.00	1.00		$4,004.00
VNLW-OCC-MK3	OC Canister-MK3	Laser-based MK3 model OC training device.	$1,200.00	2.00		$2,400.00
VNLW-TAS-X26/P	X26P TASER® Simulation Cartridge	TASER® X26 simulation cartridge. Fits both X26 and X26P live TASER® handles. (X26/P handles supplied by customer.)	$1,608.20	2.00		$3,216.40
VATU-TFII	VirTra Threat-Fire™	VirTra Systems patented Threat-Fire™ return-fire-simulator device delivers a safe and adjustable electrical impulse to simulate hostile fire and enhance realism during training. No eye-protection required (Requires wireless station).	$3,068.00	2.00		$6,136.00
VWSA-WS	Wireless Station	Required for wireless recoil kits and the Threat-Fire™ to connect to the VirTra simulator (Only one wireless station needed per system).	$1,658.80	1.00		$1,658.80
VWSA-RFS	Refill Station	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	$4,404.40	1.00		$4,404.40
VHU-TRS-300	Truss System (V-300® System)	Overhead truss structure for V-300®, front project systems.	$7,603.20	1.00	25.00%	$5,702.40

Subtotal	$232,975.00
Discount	9.59%
Total Price	$210,630.42
S&H	$2,500.00
Grand Total	$213,130.43

Sales Terms and Conditions for Direct Sales to End Users/Buyer
Effective as of August 13, 2020 (supersedes all prior versions)

Definitions: The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means the articles, products, accessories and services to be supplied to

Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 7970 S Kyrene Rd., Tempe, AZ 85284.

These Sales Terms and Conditions for Direct Sales to End Users/Buyers ("T&C") apply to Buyer's purchase of all Goods and Services purchased directly from Seller. Goods and Services sold by Seller are expressly subject to and conditioned upon the T&C **set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound to these T&C. Any different or additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller.**

All Sales Final. All sales are final and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller using their Return Merchandise Authorization (RMA) form.

Restocking Fees. In Seller's sole discretion, all returns, refunds or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

Payment Terms. Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency ($US Dollar) by a preapproved payment method. Credit payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. Seller may at its sole discretion invoice parts of an order separately. Seller may suspend or cancel Buyer's order for any failure to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

Late Payments. Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.

Taxes. Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.

Tax Exemption. If Buyer requests tax exempt status then Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

Shipping; Title; Risk of Loss. Shipping and handling cost will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

Excusable Delays. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

Not For Resale or Export. Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

Regulations and Restrictions. Buyer agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products..

Design Changes. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.
Severable Provisions. If any provision of these T&C is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.
Limitation of Liability. Seller shall not be liable for any or all loss or damage suffered by Buyer in excess of the contract price. Nothing contained in these T&C shall be construed so as to limit or exclude the liability as a result of Seller's gross negligence or that gross negligence of its employees or agents.
Relationship of Parties. Nothing contained in these T&C shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these T&C shall be deemed to construe either of the parties as the agent of the other.
Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller.
Entire Agreement. These T&C, along with the any product warranty, license and service agreement(s) provided, constitute the entire agreement between the parties. These Sales T&C supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.
Governing Law; Jurisdiction and Venue. The laws of the State of Arizona, USA govern this transaction and agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of these T&C shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to these T&C and the associated transactions.
Exclusions and Limitations; Release. To the extent permitted by law, Seller's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have. Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Seller product will not exceed the purchase price paid to Seller by Buyer for the product, notwithstanding third-party purchases. In no event will Seller be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. Seller disclaims any representation that it will be able to repair any product under warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

To accept this quote as a purchase order, please sign and return to VirTra rep

Signature: _____

Printed Name:_____

Date:_____

-SELECT PAYMENT METHOD-

_____ Credit Card; include contact information only (subject to limits)
_____ Purchase Order:
_____ Check:
_____ Other (please specify):

VirTra
7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

March 4th, 2021

For the purposes of creating a sole source justification for VirTra Inc's line of simulators, the following details regarding specific applications should be considered:

VirTra has been developing and producing a proprietary simulation system and software using multiple screens and real video for small arms and use of force training since 2001. Based upon our research, VirTra is the only manufacturer of firearms simulation equipment and proprietary software to incorporate real and interactive video seamlessly displayed and fully interactive across all screens at the same time. Video based characters and laser tracking equipment can be engaged and detected on each of the screens of the simulator at the same time or in series of events that trigger others to occur on different screens.

In addition, VirTra invented the **Threat-Fire™** Device and is the only manufacturer of this equipment throughout the world. VirTra has been awarded a **US Patents (#8,016,594, #8,267,691)** for the Threat-Fire device and is the only simulator company that can produce or sell any device using electronic impulses to simulate consequences during screen-based simulation training. The Threat Fire device can be added to any and all VirTra simulators after the initial purchase and at a later date.

VirTra has been awarded **US Patent #10,438,503**, which relates to VirTra's TASER® cartridge kits. VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER line of products by Axon, the global leader in connected public safety technologies. The patent covers VirTra's proprietary method of reliably triggering the training device based on the unique acoustic sound produced by a TASER Conducted Energy Weapon's (CEW) electrical arc. This innovation allows trainees to deploy the cartridges from a real TASER CEW during simulation training and avoid high-voltage feedback. It also allows trainees to practice with a TASER CEW's "ARC" and/or "Re-ARC" functions, which increases the realism of each training session. By using a live CEW while training in VirTra's simulators, trainees are able to improve their technique and develop proper habits that carry into real world situations. The patent applies to both legacy units and the latest multi-cartridge systems used for the TASER X2 and TASER 7 weapons.

"TASER CEWs have been classified as 'less-lethal' devices, and as such, require the same type of high quality, judgmental use-of-force simulation training as lethal devices like firearms," said Lon Bartel Director of Training and Curriculum at VirTra. "By combining live TASER CEW and VirTra training cartridges with VirTra's simulators and library of content, trainees have an opportunity to develop critical decision-making skills when under stress as well as further develop safe weapon handling by practicing the removal and replacement of cartridges during simulations that escalate."

VirTra has been awarded **US Patent #10,436,539**, which relates to mechanical malfunction of real firearms used in simulation training. VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism. This patent addresses the growing need to safely, affordably, and accurately reproduce the intricacies of real firearms for training purposes. Patent 10,436,539 expands VirTra's growing library of intellectual property related to affordably converting real firearms (whether pistol or rifle) into suitable training tools that can be used in realistic simulation training without the expense or hassle of modifying the original firearm.

VirTra has created a proprietary software package called **V-Author™**. The V-Author software allows for the creation of unique training content that can only be used on the VirTra line of simulation equipment. The V-Author software is the only known software allowing for the creation and display of real video-based assets on multiple, seamless screens where all are interactive. V-Author software and scenarios can be added to any and all VirTra simulators after the initial purchase and at a later date as requested by the customer.

VirTra's – Virtual Interactive Coursework Training Academy™ **(V-VICTA)**- delivers a program specifically for law enforcement departments that are designed to Teach, Train, Test and Sustain from an all-in-one solution. This program provides a nationally recognized certified curriculum and interactive virtual coursework that was developed exclusively with nationally recognized partnerships. Combined with VirTra's simulators, V-VICTA provides law enforcement departments all the necessary tools to instill proper training and knowledge transfer to its students that is not available anywhere else.

For over 28 years, VirTra has been an interactive partner for de-escalation, active shooter, judgmental use of force, situational awareness and firearms training for law enforcement, military, and educational markets. With V-VICTA™, we've developed an easy turn-key training program to provide and support law enforcement training programs in an efficient and cost-effective manner.

VirTra has ensured the integration of what the leading science discovers about Simulation and adult learning is woven into all of our material to help maximize the effects of training time and increase abilities learned in the scenarios. Please contact us for information about how to integrate V-VICTA into your department's training environment.

As of the date of this letter, VirTra's V-VICTA includes the following nationally certified courses with the VirTra Simulation Products:

Contact & Cover Concepts: **18119-1807**
Human Factors in Force Encounters: **18120-1808**
Injured Officer Handgun Manipulation: **18122-1808**
Tourniquet Application under Threat: **18123-1809**
Taser Targeting: **18126-1809**
High Risk Vehicle Stop: Communication to Custody: **18171-1901**
Active Threat/Active Killer (ATAK): Basic Principles-(Module 1): **19216 – 1910**
Weapon Transitions: **20228-2003**
Tourniquet Application Under Threat II: **20227-2002**
Special Populations: Autism: **20241-2005**
De-Escalation (Vistelar): **20254-2008**
Crisis De-Escalation: **20276-2011**
Mental illness Training: A Practical Approach: **20246-2007**

The Advanced Training Certification Course (ATCC) course includes the following accreditation:

Simulation Science: Foundations of Simulated Event Module 1: **19172-1901**
Gap Analysis and Troubleshooting: **19175-1904**
Fundamentals of V-Marksmanship: **19176-1907**
VirTra Advanced V-Marksmanship: **19185-1906**

In summary:

- VirTra Simulators have the exclusive ability to simulate return fire and consequences, with our patented **Threat-Fire™** device, delivering electrical impulses to the trainee.
- VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER line of products by Axon, the global leader in connected public safety technologies.
- VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism
- VirTra Simulators seamlessly display real and completely interactive video across all multiple and interconnected screens.
- VirTra Simulators use an automatic 'table top' refill station with a liquid compression **pump** to recharge the liquid C02 propellant used in the tether-less recoil systems. The refill station uses Adapter Plates custom made to fit specific magazines.
- The VirTra **V-Author™** scenario software can only be used on VirTra Simulators.
- The VirTra **V-VICTA™** coursework offers over 80 hours of nationally approved and certified training curriculum available with the VirTra Simulation Products
- VirTra Inc. is the only manufacturer of simulation equipment that offers an *Upgrade Path.*

VirTra is the only responsive and responsible source for the above-mentioned equipment and capabilities as they relate to incorporation with the VirTra V-300-LE equipment. This statement is supported by market research and exclusively fulfills the needs of the purchaser. VirTra Systems is the only manufacturer and directly offers the patented **Threat-Fire™**, the patented VirTra TASER® cartridge kits and mechanical malfunction kit for use in real firearms, **V-Author™** scenario software, **V-VICTA™** coursework and other products referenced in herein.

Ryan Bray
[redacted]
Director of US Sales, VirTra Inc.

PRODUCT SPEC SHEET

VirTra V-300®

VIRTRA TRAINING

There are many options when selecting the right simulator, but for a reliable training experience that can provide patented technology, VirTra uses a unique approach to training that has become the industry standard. VirTra scenarios are scripted from the combined knowledge of our internal experts as well as industry partners to provide a unique experience for trainees. VirTra films scenarios in real-world locations like a school campus and a courtroom to help provide the most realistic experience possible. This combination translates into excellent training points for skills that can be demonstrated in the field at the height of stressful situations.

Complete Scenario Library

The V-300® comes with an entire library of professionally produced courseware scenarios, filmed and edited specifically for use on the five screens of VirTra's fully-immersive 300-degree simulator. The complete library offers a unique spectrum of situations that can run from weapons manipulation drills and marksmanship to top issues like school shootings and use of force. Be sure to see our capabilities list for complete library details.

- Pre-loaded scenario library provides event permutations that number in the thousands for unique content and genuine realism based on the trainee's every action
- Scenario branching options are based upon a trainee's actions, or instructor initiated, with actions on one screen triggering an event on a different screen
- Includes multi-incident scenarios with a minimum constant end-to-end runtime of 4 minutes for optimal training
- Scenarios include selectable and directional sounds that can be incorporated into any simulation environment for further immersion
- Scenarios incorporate movement within a scene display to avoid vertigo effects which keep you grounded

VirTra - Virtual Interactive Coursework Training Academy™ (V-VICTA)

V-VICTA™ training is included with the system and provides law enforcement departments all the necessary tools to instill proper training and knowledge transfer to its students. The accredited interactive coursework that accompanies the scenarios for the full training program for a turn-key solution that:

- Enables law enforcement agencies to effectively teach, train, test and sustain departmental training requirements
- Includes Interactive Virtual Coursework with a Master Manual with Pretest, PowerPoint, with Test Answer Keys as well as Student Manual, and Post Test

V-Marksmanship™ Range Courseware

VirTra's V-Marksmanship software program allows for individual training on a variety of targets, courses, and ranges from the comfort of your training facility without having to reset targets physically. Multiple firing lanes can be operated simultaneously, allowing numerous trainees the ability to practice at the same time. It also provides full support with third-party verified ballistic calculations for complete accuracy.

Debriefing

VirTra's simulators provide immediate feedback on one's scenario performance within the training simulator, by pausing between scenarios, a review screen appears and provides a report on how the trainee did on that particular scenario which includes:

- Shots made/missed displayed on-screen for analysis
- Referenced case law displayed on the screen
- Optional Trainee Monitoring and Recording™ (TMaR), a high-resolution low-light camera, records and syncs with playback mode to show a trainee's performance, judgment, and reaction time with Picture in Picture (PiP) playback

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF A VIRTUAL SIMULATOR TRAINING SYSTEM FROM VIRTRA, INC. FOR THE BENTONVILLE POLICE DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of a proprietary interactive virtual simulator training system, with equipment, installation, software and training included, from Virtra, Inc., as set forth in the agreement attached as Exhibit A.

Section 2: Because this pricing matches GSA Cooperative Contract pricing, at below market value, and because the items are proprietary and only available through this manufacturer, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Administration**
Submitted by	**Mayor Stephanie Orman**
Phone	**(479) 271-5966**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☑ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Mayor Orman recommends appointment of Aubrey Patterson to the Dispute Resolution Committee replacing Chris Sooter.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Agenda Item Form

Date of City Council Meeting	**7/27/2021**
Department	**Administration**
Submitted by	**Mayor Stephanie Orman**
Phone	**(479) 271-5966**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☑ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below)*:**

Mayor Orman recommends Chris Sooter for appointment to the Airport Advisory Board filling Aubrey Patterson's unexpired term. Mr. Sooter will be serving as the ex-offico member with his term expiring 12/31/2024.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*** **:**

July 22, 2021

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Appointment of Chris Sooter to the City of Bentonville's Airport Advisory Board.

I recommend Chris Sooter for appointment as the ex-officio member to the City of Bentonville's Airport Advisory Board. Mr. Sooter will be filling Aubrey Patterson's unexpired term that ends on December 31, 2024.

SO

Stephanie Orman

From: Aubrey Patterson
Sent: Friday, July 16, 2021 1:56 PM
To: Stephanie Orman; Debbie Griffin
Subject: Airport Board Resignation

I regret that I will no longer be able to perform the duties as a member of the airport advisory board. I've started a new position with Bentonville High School, and my contract time goes until 4:10 every day. Unfortunately, I have very little flexibility during contract hours, and cannot commit to attending the monthly meetings.

I apologize for this inconvenience, and for my inability to fulfill my role on this board.

Thank you,

Aubrey Patterson