BENTONVILLE CITY COUNCIL AGENDA

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by 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.

Committee of the Whole — **Monday, August 9, 2021 6:00 p.m.**
City Hall — **305 S.W. "A" Street**
Planning Commission Meeting Room

***If you would like to attend virtually, please register at the following link by 4:00 p.m. on August 9, 2021:**
https://us02web.zoom.us/webinar/register/WN_4nFWRZkyQbWjH_FQYrEYqA

City Council Meeting — **Tuesday, August 10, 2021 6:00 p.m.**
City Hall — **305 S.W. "A" Street**
Planning Commission Meeting Room

***If you would like to attend virtually, please register at the following link by 4:00 p.m. on August 10, 2021:**
https://us02web.zoom.us/webinar/register/WN_ELlQyzFsTJSOPYpDn-Er1Q

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 27, 2021

AGENDA

1. Sustainable Stormwater and Strategic Growth in Bentonville - Morgan Keeling, Illinois River Watershed Partnership. **(Monday Night Only)**

2. Lake Bella Vista Presentation – Travis Matlock, Electric Utility Director and David Wright, Parks and Recreation Director. **(Monday Night Only)** **(Page 6)**

3. Bond and Street Project Update – Dan Weese, City Engineer. **(Monday Night Only)** **(Page 7)**

4. Water Department Update – City Staff. **(Monday Night Only)** **(Page 8)**

5. Development Process Update – City Staff. **(Monday Night Only)** **(Page 9)**

6. Planning:

6a(1). **A Resolution amending the City of Bentonville future land use map for a specific area from Medium-Density Residential to Low-Density Residential. (Project Number: RZ21-0040).** **(Pages 12-17)**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium Density Residential. These areas typically include townhouse or duplex residential properties.

While this rezone does not align with the Future Land Use Plan, areas directly to the north have a future designation of Residential Estate. Staff recommends changing the Future Land Use Plan to Low-Density Residential per the recommendations of the Zoning District and Land Use Alignment Policy.

6a(2). **An Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of RZ-L, Zero Lot Line to R-1, Low Density Single Family Residential. (Project Number: RZ21-0040).** **(Pages 12-20)**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium Density Residential. These areas typically include townhouse or duplex residential properties.

While this rezone does not align with the Future Land Use Plan, areas directly to the north have a future designation of Residential Estate. Staff recommends changing the Future Land Use Plan to Low-Density Residential per the recommendations of the Zoning District and Land Use Alignment Policy.

6b. **An Ordinance accepting a lot split of Lots 28-30 of Clark's Addition to the City of Bentonville, Arkansas (Project Number: LS21-0038).** **(Pages 21-24)**

The Planning Commission voted 6-0, recommending approval.

A lot split of the north 100' of existing Lot 13, creating new Lots 28 (+/- 0.11 acres), 29 (+/- 0.12 acres), and 30 (+/-0.12 acres) of Clark's Addition. The plat dedicates various utility easements to serve the lots and also dedicates right-of-way along SW 2nd Street to meet the requirements of the Master Street Plan. Two private access easements will be dedicated via a separate document to allow rear access to the three lots.

6c. **An Ordinance accepting a property line adjustment of Lots 221-224 of Bentonville Original to the City of Bentonville, Arkansas (Project Number: PLA21-0021).**

(Pages 26-28)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of existing Lots 1 and 10 of Bentonville Original, creating new Lot 221 (+/- 0.962 acres), Lot 222 (+/- 0.161 acres), Lot 223 (+/- 0.154 acres), and Lot 224 (+/- 0.155 acres) of Bentonville Original Subdivision. The plat dedicates right-of-way along SE 2nd Street to meet the requirements of the Master Street Plan.

6d. **An Ordinance accepting a Property Line Adjustment of Lots 13 & 14, Block 5 of Deming's Addition to the City of Bentonville, Arkansas (Project Number: PLA21-0025).**

(Pages 29-31)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of existing Lot 3 and the south 100' of Lot 4, Block 5 Deming's Addition, creating new Lot 13 (+/- 0.330 acres) and Lot 14 (+/- 0.235 acres), Block 5 of Deming's Addition. The plat dedicates various utility easements to serve the lots and also dedicates right-of-way along NW 5th Street to meet the requirements of the Master Street Plan.

7. Utility Board:

7a. Ordinance recommended by Staff approving the reorganization of the Utility Billing and Collections Department. Reorganization will update the reporting structure, upgrade four existing positions and update titles of two positions. The reorganization addresses issues with the current organization and lays the ground work for the future organization of the department. These changes will be absorbed through the existing department budget. This item was approved 4-0 by the Utility Board. **(Pages 32-40)**

7b. Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter into a professional services agreement with Hawkins-Weir Engineers, Inc. in the amount of $243,400.00 for a feasibility study to evaluate options for expanding wastewater treatment capacity and provide an orderly plan to accommodate the projected rapid growth of the City of Bentonville. The 2021 budget included $200,000.00 for this study. The scope of the study expanded from estimates made at time of budget entry and project advertisement. Funding

for the increased cost will be from the Wastewater Utilities Reserves. 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. Utility Board approved this item 4-0. **(Pages 41-60)**

7c. Budget Adjustment requested by Staff for City Council approval in the amount of $43,400.00 to cover costs above budget amount associated with the feasibility study concerning wastewater treatment capacity to address growth in the City of Bentonville. The 2021 budget included $200,000.00 for the study. The scope of the study expanded from estimates made at time of budget entry and project advertisement. Funding will be from the Wastewater Utilities Reserves. Utility Board approved this item 4-0. **(Pages 61-62)**

7d. Budget Adjustment requested by Staff for City Council approval in the amount of $217,625.13 to cover costs associated with the 48" water main emergency repair contract with Garney Construction. Utility Board approved this item 4-0. **(Pages 63-154)**

8. Resolution setting a public hearing for August 24,2021 for a Drainage Easement Vacation requested for 103 NW Bodark Cove of White Oak Subdivision (VAC21-0015). **(Pages 155-158)**

9. Resolution setting a public hearing for August 24, 2021 for a Utility Easement Vacation requested for 1220 NE Buckingham Blvd. of Kingsbury Subdivision PH1 (VAC21-0016). **(Pages 159-162)**

10. Resolution setting a public hearing for August 24, 2021 for a Utility and Access Easement Vacation requested for 1605/1703 SW 14th Street (VAC21-0017). **(Pages 163-166)**

11. Resolution setting a public hearing for August 24, 2021 for a Utility Easement Vacation requested for 1507 SW 14th Street (VAC21-0018). **(Pages 167-170)**

12. Budget adjustment in the amount of $32,000.00 for the purchase of a fire extinguisher trainer. Request are coming in to the fire department for the Community and City employees to get trained in the use of a fire extinguisher. This item was budgeted in 2020, but due to budget cuts, this item was removed. **(Pages 171-173)**

13. Resolution authorizing the Mayor and City Clerk enter into an agreement with Crafton Tull Associates for the master plan of the expansion and renovation of the 50 acre Phillips Park sports complex. The fee for the project is $160,905.00, with a maximum allowance of $2,000.00 for reimbursable expenses. This firm was selected following the City's standard RFQ solicitation and selection process for procurement of professional services in accordance with state law. **(Pages 174-191)**

14. Resolution authorizing Mayor and City Clerk to enter into a professional services agreement with Flintco LLC, in the amount of $85,000.00 plus reimbursable expenses, to provide preconstruction services for the development of the Quilt of Parks project. This firm was selected in accordance with §14-58-1001, for projects exceeding $2 million dollars. **(Pages 192-275)**

15. Bid Award IFB-21-56 to Decco Ex for the 2021 Parking Lot Maintenance Project at the per unit prices attached, for an estimated total of $54,629.50 (based on estimated quantities). **(Pages 276-328)**

16. Bid Award IFB-21-52 to Clean Uniforms, the lowest, most responsive and responsible Bidder, for uniform and other item (mop heads, rags, mats etc.) rental and laundering services for the Parks Maintenance Department, per the unit prices attached. The estimated cost for the remainder of 2021 is $5,211.70 (based on estimated quantities and subject to change based on final quantities, use of budget protection programs, emblems etc.). The awarded Contract will be for an initial one-year term, renewable annually for a total term not to exceed five years. Though current estimates put this Contract below the $35,000 threshold, Council approval is being requested due to the potential for the total Contract cost to exceed $35,000 if all renewal years are executed and dependent on replacement/repair costs over the term of the Contract. **(Pages 329-367)**

17a. Ordinance requesting City Council approve the revised 2021 City pay plan for grades 18 - 26 in accordance with the salary and benefits plan presented by consultant Johanson Group. **(Pages 368-375)**

17b. Ordinance adopting a Top Out Pay section for the City of Bentonville Personnel Policy. Effective for year beginning January 1st, 2022. **(Pages 376-380)**

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**Electric/Parks & Recreation**
Submitted by	**Travis Matlock/David Wright**
Phone	**(479) 464-7275**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☑ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action *(Enter recommendation in space below)*:					
Lake Bella Vista Presentation – Travis Matlock, Electric Utility Director and David Wright, Parks and Recreation Director.					

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	**8/10/2021**
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):*

Bond and Street Project Update – Dan Weese, City Engineer. (Monday Night Only)

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	**8/10/2021**
Department	**Water Utilities Department**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-6873, (479) 271-3140**

Item Type: (*Check Applicable Item Type)*

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

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

Water Department Update – City Staff. (Monday Night Only)

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	**8/10/2021**
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)*:					
Development Process Update – City Staff. (Monday Night Only)					

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

City Council Agenda Items

For City Council Meeting of August 10, 2021

From the August 3, 2021 Planning Commission Meeting

1.a. A Resolution amending the City of Bentonville future land use map for a specific area from Medium-Density Residential to Low-Density Residential. (Project Number: RZ21-0040).

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium Density Residential. These areas typically include townhouse or duplex residential properties.

While this rezone does not align with the Future Land Use Plan, areas directly to the north have a future designation of Residential Estate. Staff recommends changing the Future Land Use Plan to Low-Density Residential per the recommendations of the Zoning District and Land Use Alignment Policy.

1.b. An Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of RZ-L, Zero Lot Line to R-1, Low Density Single Family Residential. (Project Number: RZ21-0040).

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Map currently depicts this property as Medium Density Residential. These areas typically include townhouse or duplex residential properties.

While this rezone does not align with the Future Land Use Plan, areas directly to the north have a future designation of Residential Estate. Staff recommends changing the Future Land Use Plan to Low-Density Residential per the recommendations of the Zoning District and Land Use Alignment Policy.

2. An Ordinance accepting a lot split of Lots 28-30 of Clark's Addition to the City of Bentonville, Arkansas (Project Number: LS21-0038).

The Planning Commission voted 6-0, recommending approval.

A lot split of the north 100' of existing Lot 13, creating new Lots 28 (+/- 0.11 acres), 29 (+/- 0.12 acres), and 30 (+/-0.12 acres) of Clark's Addition. The plat dedicates various utility easements to serve the lots and also dedicates right-of-way along SW 2nd Street to meet the requirements of the Master Street Plan. Two private access easements will be dedicated via a separate document to allow rear access to the three lots.

3. **An Ordinance accepting a property line adjustment of Lots 221-224 of Bentonville Original to the City of Bentonville, Arkansas (Project Number: PLA21-0021).**

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of existing Lots 1 and 10 of Bentonville Original, creating new Lot 221 (+/- 0.962 acres), Lot 222 (+/- 0.161 acres), Lot 223 (+/- 0.154 acres), and Lot 224 (+/- 0.155 acres) of Bentonville Original Subdivision. The plat dedicates right-of-way along SE 2nd Street to meet the requirements of the Master Street Plan.

4. **An Ordinance accepting a Property Line Adjustment of Lots 13 & 14, Block 5 of Deming's Addition to the City of Bentonville, Arkansas (Project Number: PLA21-0025).**

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of existing Lot 3 and the south 100' of Lot 4, Block 5 Deming's Addition, creating new Lot 13 (+/- 0.330 acres) and Lot 14 (+/- 0.235 acres), Block 5 of Deming's Addition. The plat dedicates various utility easements to serve the lots and also dedicates right-of-way along NW 5th Street to meet the requirements of the Master Street Plan.

REZONING STAFF REPORT

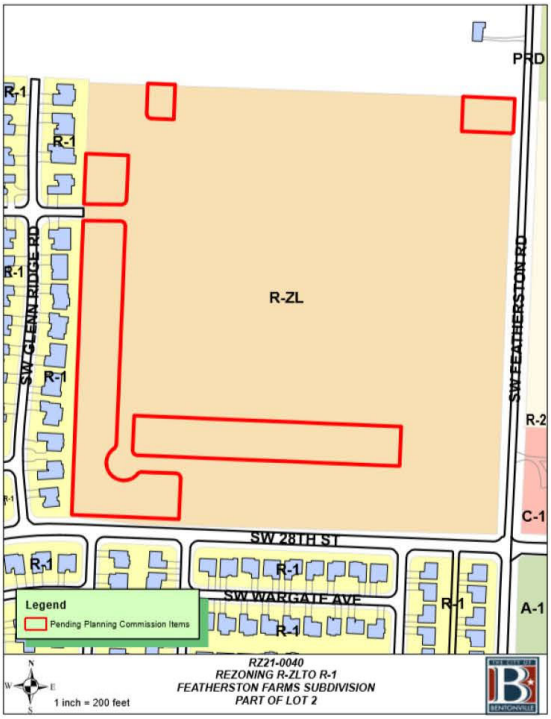
Sunrise Developers, Inc.

SW Featherston Road & SW 28th Street
PC Date: 8/3/2021
Reviewer: Baylea Birchfield, Planning Technician

Project Number	RZ21-0040
Applicant / Current Owner	Sunrise Developers, Inc.
Site Area	+/- 38.82 acres
Current Zoning	R-ZL, Zero Lot Line
Requested Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at SW Featherston Road & SW 28th Street. The property is currently zoned R-ZL, Zero Lot Line Residential. Surrounding zoning districts are Benton County to the north, R-1, Low Density Single-Family Residential to the south and west, and C-1, Neighborhood Commercial and R-2, Medium Density Two Family and Townhome Residential to the east.

Relationship to the Bentonville Community Plan
The Future Land Use Map currently depicts this property as Medium Density Residential. These areas typically include townhouses or duplex residential properties. While this rezone does not align with the Future Land Use Plan, areas directly to the north have a future designation of Residential Estate. Staff recommends changing the Future Land Use Plan to Low-Density Residential per the recommendations of the Zoning District and Land Use Alignment Policy.

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

Analysis
The applicant requests to rezone from R-ZL, Zero Lot Line Residential to R-1, Low Density Single Family Residential while the future land use classification is currently Medium Density Residential. A change in zoning and land use would result in decreasing the allowable units of development in this area, making this request a downzone in effect.

Conclusion
Planning staff has reviewed this rezoning request. It is not consistent with the Bentonville Community Plan; however, it is consistent with nearby zoning districts. Staff recommends changing the Land Use Plan to Low-Density Residential for the areas affected by the rezoning. With Land Use Plan and zoning request alignment, staff recommends approval of the proposed rezoning.

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
5311 W. Village Pkwy
Rogers, AR 72758
479-286-8181

May 28, 2021

Current Planning
City of Bentonville
305 SW A Street
Bentonville, AR 72712
(479) 271-3122

Subject: Featherston Subdivision, Parcel ID# 01-18922-000
Rezoning Request

To Whom it May Concern:

The property owner of Parcel ID 01-18922-000, Sunrise Residential Construction, Inc., is requesting to rezone several lots in the proposed Featherston Subdivision from the previously approved R-ZL to R-1. Please refer to provided legal description and exhibit for proposed rezoning. This request has been made in order to build standard single family homes throughout the proposed development.

This is consistent with adjacent zonings of R-1, R-ZL, & R-2 and is less dense than the current R-ZL zoning.

The proposed use will be single family residential homes.

The traffic will the same as the previously approved R-ZL zoning.

The appearance of the proposed use will be similar to the adjacent R-ZL lots.

Water and Sewer will be made available to all rezoned lots.

If you need additional information, or have questions, please let me know at mrobb@andersonengineeringinc.com or office number 479.286.8181.

Thank you for your assistance in this review process.

Sincerely,

[redacted]

Molly Robb, PE
Engineering Department Manager
Anderson Engineering, Inc.

PRELIMINARY PLAT DESIGN DRAWINGS
TO SERVE
FEATHERSTON SUBDIVISION
CITY OF BENTONVILLE
LOTS 1-216

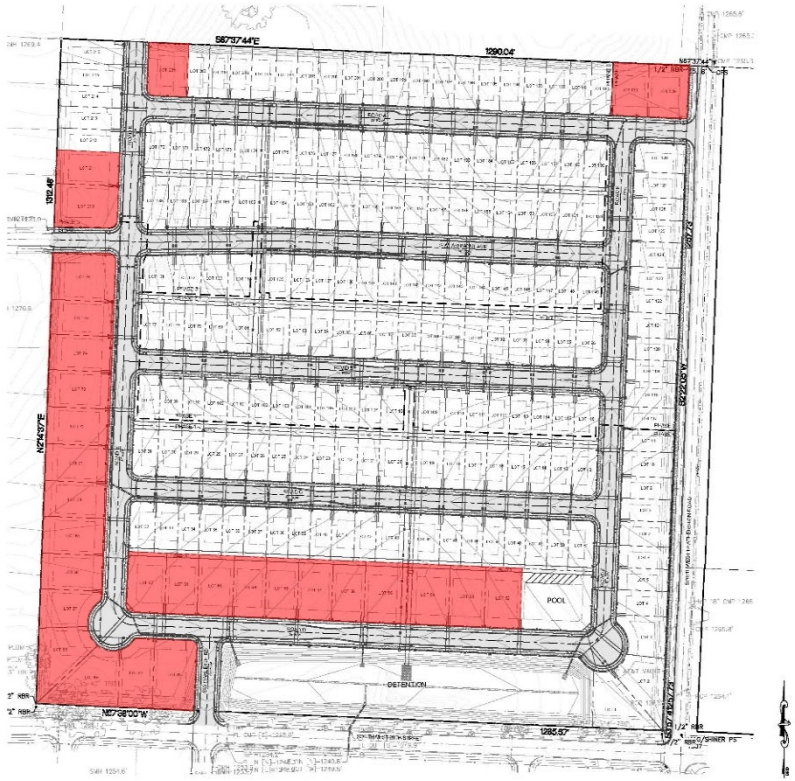
PHASE TABLE
PHASE 1: 76 LOTS
PHASE 2: 54 LOTS
PHASE 3: 86 LOTS

OWNER:
SUNRISE DEVELOPERS, INC.
354 ANGEL FALLS
SPRINGDALE, AR 72762

ENGINEER:
ANDERSON ENGINEERING, INC.
5311 W. VILLAGE PARKWAY
ROGERS, AR 72758
P: (479) 268-8181

INDEX OF SHEETS

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4	PRELIMINARY PLAT
5	PRELIMINARY PLAT
6	PRELIMINARY PLAT
7	PRELIMINARY PLAT
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C1.2	GRADING PLAN & EROSION CONTROL PLAN
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C3.9	STORM LINE N & O PLAN & PROFILE
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C5.2	WATER MAIN A 10+00 TO 13+20.80 PLAN & PROFILE
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L1.1	PLANTING PLAN
L1.2	PLANTING PLAN
L1.3	PLANTING PLAN
L1.4	PLANTING PLAN
L1.5	PLANTING PLAN
L1.6	PLANTING PLAN
L1.7	PLANTING PLAN
L1.8	PLANTING PLAN
L1.9	PLANTING PLAN
L1.10	PLANTING PLAN
L1.11	PLANTING PLAN
L1.12	PLANTING PLAN
L1.13	PLANTING PLAN
L2.0	LANDSCAPE DETAILS AND SPECIFICATIONS



GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.



VICINITY

LOTS TO BE REZONED TO R-1

damage prevention is no accident
811
Know what's below. Call before you dig.
800-482-8998
Arkansas One-Call
www.arkonecall.com

PRELIMINARY PLAT NUMBER:

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
5311 W. VILLAGE PARKWAY, ROGERS, AR 72758 (479) 268-8181

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 19540
MOLLY ROSS
6-28-2021

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DRAWING INFO.
FIELD BY: -
DRAWN BY: MRR
CHECK BY: MRR
DATE: 6-28-2021
FIELD BOOK: -
JOB NUMBER: 20RC10058

© COPYRIGHT ANDERSON ENGINEERING, INC. 2021

SUNRISE DEVELOPERS, INC.
FEATHERSTON SUBDIVISION

COVER SHEET

BENTONVILLE, AR

SHEET NUMBER
C0.0

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM MEDIUM-DENSITY RESIDENTIAL TO LOW-DENSITY RESIDENTIAL. (PROJECT NUMBER: RZ21-0040).

WHEREAS, Sunrise Developers, 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 land use classification of Medium-Density Residential to Single-Family Residential, which property is described as follows:

PART OF LOT 2, FEATHERSTON FARMS SUBDIVISION, CITY OF BENTONVILLE,BENTON COUNTY, ARKANSAS AS SHOWN ON INSTRUMENT NUMBER L202007664,RECORDED AT BENTON COUNTY ARKANSAS CIRCUIT CLERK'S RECORD, BEINGMORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT FOUND COTTON SPINDLE AT THE NORTHEAST CORNER OFTHE SW1/4, SE1/4, SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, FIFTHPRINCIPAL MERIDIAN;THENCE N87°37'44"W 35.78 FEET TO A FOUND 1/2-INCH REBAR AT THE NORTHEASTCORNER OF SAID LOT 2 FOR THE POINT OF BEGINNING;THENCE ALONG THE EAST LINE OF SAID LOT 2, S02°22'05"W 130.00 FEET; THENCEDEPARTING SAID EAST LINE, N87°37'44"W 156.51 FEET; THENCE N02°22'16"E 130.00FEET TO THE NORTH LINE OF SAID LOT 2; THENCE S87°37'44"E 156.50 FEET TO THEPOINT OF BEGINNING, CONTAINING 20,345 SQUARE FEET OR 0.47 ACRES, MORE ORLESS.AND ALSOPART OF LOT 2, FEATHERSTON FARMS SUBDIVISION, CITY OF BENTONVILLE,BENTON COUNTY, ARKANSAS AS SHOWN ON INSTRUMENT NUMBER L202007664,RECORDED AT BENTON COUNTY ARKANSAS CIRCUIT CLERK'S RECORD, BEINGMORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT FOUND COTTON SPINDLE AT THE NORTHEAST CORNER OFTHE SW1/4, SE1/4, SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, FIFTHPRINCIPAL MERIDIAN;THENCE N87°37'44"W CROSSING A FOUND 1/2-INCH REBAR AT 35.78 FEET, SAID 1/2-INCH REBAR BEING THE NORTHEAST CORNER OF SAID LOT 2 AND CONTINUINGALONG THE NORTH LINE OF SAID LOT 2 FOR A TOTAL DISTANCE OF1063.78 FEET TOTHE POINT OF BEGINNING;THENCE DEPARTING SAID NORTH LINE, S02°22'16"W 130.00 FEET; THENCE N87°37'44"W 107.63 FEET; THENCE N02°23'32"E 130.00 FEET; THENCE S87°37'44"E107.58 FEET TO THE POINT OF BEGINNING, CONTAINING 13,989 SQUARE FEET OR0.32 ACRES, MORE OR LESS.AND ALSOPART OF LOT 2, FEATHERSTON FARMS SUBDIVISION, CITY OF

BENTONVILLE,BENTON COUNTY, ARKANSAS AS SHOWN ON INSTRUMENT NUMBER L202007664,RECORDED AT BENTON COUNTY ARKANSAS CIRCUIT CLERK'S RECORD, BEINGMORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT FOUND COTTON SPINDLE AT THE NORTHEAST CORNER OFTHE SW1/4, SE1/4, SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, FIFTHPRINCIPAL MERIDIAN;THENCE N87°37'44"W CROSSING A FOUND 1/2-INCH REBAR AT 35.78 FEET, SAID 1/2-INCH REBAR BEING THE NORTHEAST CORNER OF SAID LOT 2 AND CONTINUINGALONG THE NORTH LINE OF SAID LOT 2 FOR A TOTAL DISTANCE OF 1171.36 FEET;THENCE DEPARTING SAID NORTH LINE, S02°23'32"W 219.74 FEET TO THE POINT OFBEGINNING;THENCE S02°23'32"W 785.27 FEET; THENCE S87°37'44"E 833.68 FEET; THENCES02°23'32"W 144.40 FEET; THENCE N87°37'44"W 634.41 FEET; THENCE S02°38'26"W163.05 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE ALONG SAID SOUTH LINE,N87°38'00"W 349.63 FEET TO A FOUND 1/2-INCH REBAR AT THE SOUTHWESTCORNER OF SAID LOT 2; THENCE ALONG THE WEST LINE OF SAID LOT 2,N02°14'37"E 1092.80 FEET; THENCE DEPARTING SAID WEST LINE, S87°36'28"E 153.89FEET TO THE POINT OF BEGINNING, CONTAINING 319,440 SQUARE FEET OR 7.33ACRES, MORE OR LESS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 3, 2021 at Bentonville City Hall; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of Medium-Density Residential to Single-Family Residential on the City of Bentonville Future Land Use Map.

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

PASSED AND APPROVED this _____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-ZL, ZERO LOT LINE TO R-1, SINGLE FAMILY RESIDENTIAL (PROJECT NUMBER: RZ21-0040).

WHEREAS, Sunrise Developers 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 R-ZL, Zero Lot Line to R-1, Single Family Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF LOT 2, FEATHERSTON FARMS SUBDIVISION, CITY OF BENTONVILLE,BENTON COUNTY, ARKANSAS AS SHOWN ON INSTRUMENT NUMBER L202007664,RECORDED AT BENTON COUNTY ARKANSAS CIRCUIT CLERK'S RECORD, BEINGMORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT FOUND COTTON SPINDLE AT THE NORTHEAST CORNER OFTHE SW1/4, SE1/4, SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, FIFTHPRINCIPAL MERIDIAN;THENCE N87°37'44"W 35.78 FEET TO A FOUND 1/2-INCH REBAR AT THE NORTHEASTCORNER OF SAID LOT 2 FOR THE POINT OF BEGINNING;THENCE ALONG THE EAST LINE OF SAID LOT 2, S02°22'05"W 130.00 FEET; THENCEDEPARTING SAID EAST LINE, N87°37'44"W 156.51 FEET; THENCE N02°22'16"E 130.00FEET TO THE NORTH LINE OF SAID LOT 2; THENCE S87°37'44"E 156.50 FEET TO THEPOINT OF BEGINNING, CONTAINING 20,345 SQUARE FEET OR 0.47 ACRES, MORE ORLESS.AND ALSOPART OF LOT 2, FEATHERSTON FARMS SUBDIVISION, CITY OF BENTONVILLE,BENTON COUNTY, ARKANSAS AS SHOWN ON INSTRUMENT NUMBER L202007664,RECORDED AT BENTON COUNTY ARKANSAS CIRCUIT CLERK'S RECORD, BEINGMORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT FOUND COTTON SPINDLE AT THE NORTHEAST CORNER OFTHE SW1/4, SE1/4, SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, FIFTHPRINCIPAL MERIDIAN;THENCE N87°37'44"W CROSSING A FOUND 1/2-INCH REBAR AT 35.78 FEET, SAID 1/2-INCH REBAR BEING THE NORTHEAST CORNER OF SAID LOT 2 AND CONTINUINGALONG THE NORTH LINE OF SAID LOT 2 FOR A TOTAL DISTANCE OF1063.78 FEET TOTHE POINT

OF BEGINNING;THENCE DEPARTING SAID NORTH LINE, S02°22'16"W 130.00 FEET; THENCE N87°37'44"W 107.63 FEET; THENCE N02°23'32"E 130.00 FEET; THENCE S87°37'44"E107.58 FEET TO THE POINT OF BEGINNING, CONTAINING 13,989 SQUARE FEET OR0.32 ACRES, MORE OR LESS.AND ALSOPART OF LOT 2, FEATHERSTON FARMS SUBDIVISION, CITY OF BENTONVILLE,BENTON COUNTY, ARKANSAS AS SHOWN ON INSTRUMENT NUMBER L202007664,RECORDED AT BENTON COUNTY ARKANSAS CIRCUIT CLERK'S RECORD, BEINGMORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT FOUND COTTON SPINDLE AT THE NORTHEAST CORNER OFTHE SW1/4, SE1/4, SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, FIFTHPRINCIPAL MERIDIAN;THENCE N87°37'44"W CROSSING A FOUND 1/2-INCH REBAR AT 35.78 FEET, SAID 1/2-INCH REBAR BEING THE NORTHEAST CORNER OF SAID LOT 2 AND CONTINUINGALONG THE NORTH LINE OF SAID LOT 2 FOR A TOTAL DISTANCE OF 1171.36 FEET;THENCE DEPARTING SAID NORTH LINE, S02°23'32"W 219.74 FEET TO THE POINT OFBEGINNING;THENCE S02°23'32"W 785.27 FEET; THENCE S87°37'44"E 833.68 FEET; THENCES02°23'32"W 144.40 FEET; THENCE N87°37'44"W 634.41 FEET; THENCE S02°38'26"W163.05 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE ALONG SAID SOUTH LINE,N87°38'00"W 349.63 FEET TO A FOUND 1/2-INCH REBAR AT THE SOUTHWESTCORNER OF SAID LOT 2; THENCE ALONG THE WEST LINE OF SAID LOT 2,N02°14'37"E 1092.80 FEET; THENCE DEPARTING SAID WEST LINE, S87°36'28"E 153.89FEET TO THE POINT OF BEGINNING, CONTAINING 319,440 SQUARE FEET OR 7.33ACRES, MORE OR LESS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 3, 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 approved and that said property be rezoned from its present classification of R-ZL, Zero Lot Line to R-1, Single Family Residential.

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

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

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

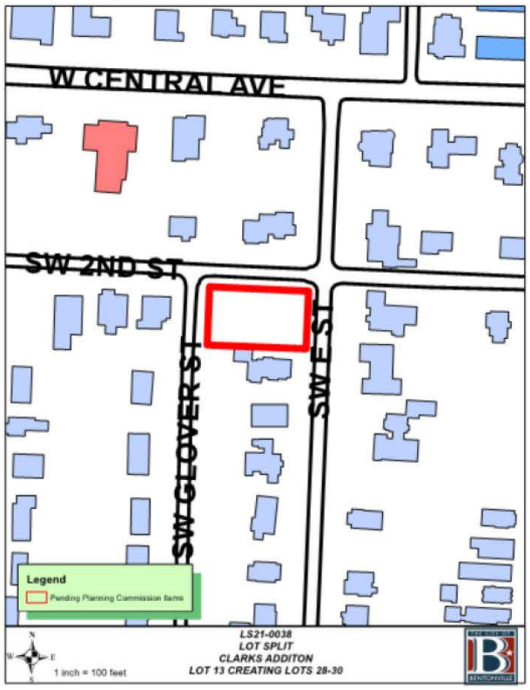
Lots 28, 29, & 30, Clark's Addition

202 & 204 SW E Street
PC Date: 8/3/2021
Reviewer: Tyler Overstreet, Planning Services Manager, AICP

Project Number	LS21-0038
Applicant / Current Owner	Rainbow Homebuyers, LLC
Site Area	+/- .35 acres
Current Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located southwest of the intersection of SW E Street and SW 2nd Street. The property is currently zoned DN-2, Downtown Medium-Density Residential.

Project Details
A lot split of the north 100' of existing Lot 13, creating new Lots 28 (+/- 0.11 acres), 29 (+/- 0.12 acres), and 30 (+/-0.12 acres) of Clark's Addition. The plat dedicates various utility easements to serve the lots and also dedicates right-of-way along SW 2nd Street to meet the requirements of the Master Street Plan. Two private access easements will be dedicated via a separate document to allow rear access to the three lots.

Waivers
There are no waivers associated with this lot split.

Analysis and Recommendation
The lot split meets all requirements of the Land Development and Zoning Codes.

At the time of building permit, any homes constructed will need to meet the requirements of Section 1100.22, Downtown Neighborhood (DN) Districts Design Standards of the Land Development Code.

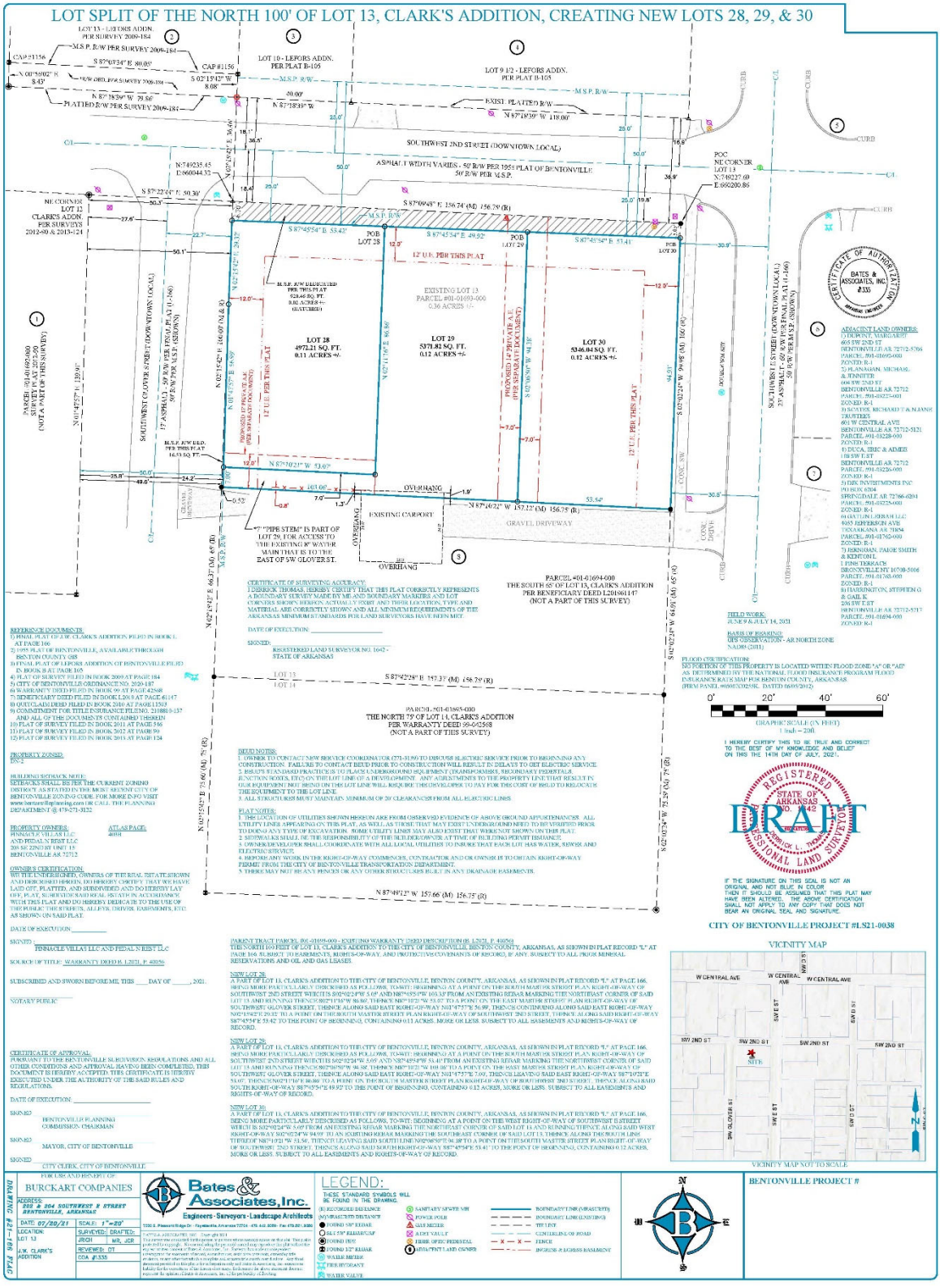
Staff recommends approval of the lot split.

Standard Conditions of Approval
1. Provide a digital copy of the plat.
2. Address all technical review comments prior to filing or requesting a building permit.
3. The plat shall not be filed until a final inspection has been completed and accepted.

NOTES

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


W CENTRAL AVE
SW 2ND ST
SW GLOVER ST
SW E ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
LS21-0038
LOT SPLIT
CLARKS ADDITON
LOT 13 CREATING LOTS 28-30
22
THE CITY OF
BENTONVILLE


LOT SPLIT OF THE NORTH 100' OF LOT 13, CLARK'S ADDITION, CREATING NEW LOTS 28, 29, & 30
LOT 28
4972.21 SQ. FT.
0.11 ACRES +/-
LOT 29
5371.83 SQ. FT.
0.12 ACRES +/-
LOT 30
5246.04 SQ. FT.
0.12 ACRES +/-
EXISTING LOT 13
PARCEL #01-01693-000
0.36 ACRES +/-
SOUTHWEST 2ND STREET (DOWNTOWN LOCAL)
ASPHALT WIDTH VARIES - 50' R/W PER 1955 PLAT OF BENTONVILLE
50' R/W PER M.S.P.
EXISTING CARPORT
GRAVEL DRIVEWAY
OVERHANG
POC NE CORNER LOT 13
N:749227.69
E:660200.86
POB LOT 28
POB LOT 29
POB LOT 30
12' U.E. PER THIS PLAT
PARCEL #01-01694-000
THE SOUTH 65' OF LOT 13, CLARK'S ADDITION
PER BENEFICIARY DEED L201861147
(NOT A PART OF THIS SURVEY)
PARCEL #01-01695-000
THE NORTH 79' OF LOT 14, CLARK'S ADDITION
PER WARRANTY DEED 99-015508
(NOT A PART OF THIS SURVEY)
CERTIFICATE OF SURVEYING ACCURACY
REFERENCE DOCUMENTS
FIELD WORK
BASIS OF BEARING
FLOOD CERTIFICATION
GRAPHIC SCALE ON FEET
1 inch = 200.
I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 14TH DAY OF JULY, 2021.
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1642
DERRICK L. THOMAS
IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.
CITY OF BENTONVILLE PROJECT #LS21-0038
PROPERTY ZONED
BUILDING SETBACK NOTE
PROPERTY OWNERS
OWNER'S CERTIFICATION
DATE OF EXECUTION
SIGNED
SOURCE OF TITLE: WARRANTY DEED R. L2021, P. 40856
SUBSCRIBED AND SWORN BEFORE ME, THIS ____ DAY OF _____, 2021.
NOTARY PUBLIC
CERTIFICATE OF APPROVAL
DATE OF EXECUTION
SIGNED
BENTONVILLE PLANNING COMMISSION - CHAIRMAN
SIGNED
MAYOR, CITY OF BENTONVILLE
SIGNED
CITY CLERK, CITY OF BENTONVILLE
BEGIN NOTES
1. YOU NEED TO CONTACT NEW SERVICE COORDINATOR (573-315-9570 DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE
2. 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 WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
3. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
FLAT NOTES:
1. THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
2. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER, AT TIME OF BUILDING PERMIT ISSUANCE.
3. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
4. REPORT 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.
5. THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
PARENT TRACT PARCEL #01-01699-000 - EXISTING WARRANTY DEED DESCRIPTION (R. L2021, P. 40856)
NEW LOT 28
NEW LOT 29
NEW LOT 30
VICINITY MAP
VICINITY MAP NOT TO SCALE
BURCKART COMPANIES
ADDRESS: 202 & 204 SOUTHWEST 8 STREET BENTONVILLE, ARKANSAS
DATE: 07/20/21
SCALE: 1"=20'
LOCATION: LOT 13
J.W. CLARK'S ADDITION
SURVEYED: JRCH
DRAFTED: MR, JGR
REVIEWED: DT
COA #355
Bates & Associates, Inc.
Engineers · Surveyors · Landscape Architects
LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
(R) RECORDED DISTANCE
(M) MEASURED DISTANCE
FOUND 1/2" REBAR
SET 5/8" REBAR/CAP
FOUND PIPE
FOUND 1/2" REBAR
ADJACENT LAND OWNER
WATER METER
FIRE HYDRANT
WATER VALVE
SANITARY SEWER MH
POWER POLE
GAS METER
ATET VAULT
FIBER OPTIC PEDESTAL
BOUNDARY LINE
BOUNDARY LINE (ADJACENT)
BOUNDARY LINE (EXISTING)
TIE LINE
CENTERLINE OF ROAD
FENCE
INGRESS & EGRESS EASEMENT
BENTONVILLE PROJECT #
DRAWING #21-108 STAG

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 28-30 OF CLARK'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0038).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 28-30 of Clark's Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 3, 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 28-30 of Clark's Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Consent Agenda Items

For the Planning Commission meeting of August 3, 2021

Reviewer: Tyler Overstreet, Planning Services Manager, AICP

- At the Technical Review meeting held on July 27, 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.

Property Line Adjustment: Lots 221-224 Bentonville Original, 301 SE 2nd LLC, Inc., 301-305 SE 2nd Street, *PLA21-0021*

A property line adjustment of existing Lots 1 and 10 of Bentonville Original, creating new Lot 221 (+/- 0.962 acres), Lot 222 (+/- 0.161 acres), Lot 223 (+/- 0.154 acres), and Lot 224 (+/- 0.155 acres) of Bentonville Original Subdivision. The plat dedicates right-of-way along SE 2nd 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)

Property Line Adjustment: Lot 13 & 14, Block 5 Deming's Addition, Meadow Lake Homes, 305 NW 5th Street and 408 NW C Street, R-1, Low-Density Single Family Residential, *PLA21-0025*

A property line adjustment of existing Lot 3 and the south 100' of Lot 4, Block 5 Deming's Addition, creating new Lot 13 (+/- 0.330 acres) and Lot 14 (+/- 0.235 acres), Block 5 of Deming's Addition. The plat dedicates various utility easements to serve the lots and also dedicates right-of-way along NW 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)


NE 2ND ST
E CENTRAL AVE
SE 2ND ST
SE B ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
PLA21-0021
PROPERTY LINE ADJUSTMENT
BENTONVILLE ORIGINAL
LOTS 1 & 10 CREATING LOTS 221-224
THE CITY OF
BENTONVILLE

NOTES:

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

2. BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

3. SURVEY REPRESENTS A BOUNDARY SURVEY OF A PARCEL DESCRIBED IN BENTON COUNTY DEED RECORDS AT PLAT BOOK ____ PAGE ___.

4. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

5. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.

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

7. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.

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

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

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

11. 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.

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

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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: _____

PRINT NAME: _____

SIGNATURE: _____
OFF STREET PARKING DEVELOPMENT DISTRICT #3
PO BOX 1950, BENTONVILLE, AR 72712

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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: _____

PRINT NAME: _____

SIGNATURE: _____
301 SE 2ND LLC
2714 SE OTIS CORLEY DR, BENTONVILLE, AR 72712

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

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: _____
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED: _____
MAYOR, CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

LEGAL DESCRIPTION FOR PARENT TRACT:

PART OF LOT 10 AND PART OF LOT 1 AND PART OF A VACATED ALLEY OF BENTONVILLE ORIGINAL, IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF LOT 1;
THENCE S 89°28'20" W A DISTANCE OF 146.43 FEET;
THENCE S 89°28'00" A DISTANCE OF 24.24 FEET TO THE SW CORNER OF LOT 1;
THENCE N 01°55'20" E ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 124.27 FEET;
THENCE N 89° 15'02" W A DISTANCE OF 165.51 FEET;
THENCE N 01°55'20" E ALONG THE WEST LINE OF LOT 10 A DISTANCE OF 130.37 FEET;
THENCE S 87°34'25" E A DISTANCE OF 333.64 FEET;
THENCE S 01°34'30" W ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 239.19 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 62399.982 SQUARE FEET, OR 1.432 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

DESCRIPTION FOR NEW LOT 221:

PART OF LOT 10 AND PART OF LOT 1 AND PART OF A VACATED ALLEY OF BENTONVILLE ORIGINAL, IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF LOT 1;
THENCE N 01°34'30" E ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 119.20 FEET TO THE POINT OF BEGINNING;
THENCE N 89° 15'02" W A DISTANCE OF 334.54 FEET;
THENCE N 01°55'20" E ALONG THE WEST LINE OF LOT 10 A DISTANCE OF 130.37 FEET;
THENCE S 87°34'25" E A DISTANCE OF 333.64 FEET;
THENCE S 01°34'30" W ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 120.59 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 41915.137 SQUARE FEET, OR 0.962 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

DESCRIPTION FOR NEW LOT 222:

PART OF LOT 1 OF BENTONVILLE ORIGINAL IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID LOT 1;
THENCE S 89°28'20" W ALONG THE SOUTH LINE OF LOT 1 A DISTANCE OF 58.67 FEET;
THENCE N 01°34'30" E A DISTANCE OF 120.51 FEET;
THENCE S 89°15'02" E A DISTANCE OF 58.64 FEET;
THENCE S 01°34'30" W ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 118.20 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 7027.207 SQUARE FEET, OR 0.161 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

DESCRIPTION FOR NEW LOT 223:

PART OF LOT 1 OF BENTONVILLE ORIGINAL IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID LOT 1;
THENCE S 89°28'20" W ALONG THE SOUTH LINE OF LOT 1 A DISTANCE OF 58.67 FEET TO THE POINT OF BEGINNING;
THENCE S 89°28'20" W ALONG SAID SOUTH LINE A DISTANCE OF 55.59 FEET;
THENCE N 01°45'45" E A DISTANCE OF 121.78 FEET;
THENCE S 89°15'02" E A DISTANCE OF 55.03 FEET;
THENCE S 01°34'30" W A DISTANCE OF 120.51 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 6698.623 SQUARE FEET, OR 0.154 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

DESCRIPTION FOR NEW LOT 224:

PART OF LOT 1 OF BENTONVILLE ORIGINAL IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID LOT 1;
THENCE S 89°28'20" W ALONG THE SOUTH LINE OF LOT 1 A DISTANCE OF 114.26 FEET TO THE POINT OF BEGINNING;
THENCE S 89°28'20" W ALONG SAID SOUTH LINE A DISTANCE OF 31.18 FEET;
THENCE S 89°28'00" W ALONG SAID SOUTH LINE A DISTANCE OF 24.24 FEET TO THE SW CORNER OF LOT 1;
THENCE N 01°55'20" E ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 124.27 FEET;
THENCE S 89°15'02" E A DISTANCE OF 54.95 FEET;
THENCE S 01°45'45" W A DISTANCE OF 121.78 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 6759.315 SQUARE FEET, OR 0.155 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

CERTIFICATE OF SURVEY ACCURACY:

I, ROBERT J. CASTER 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, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

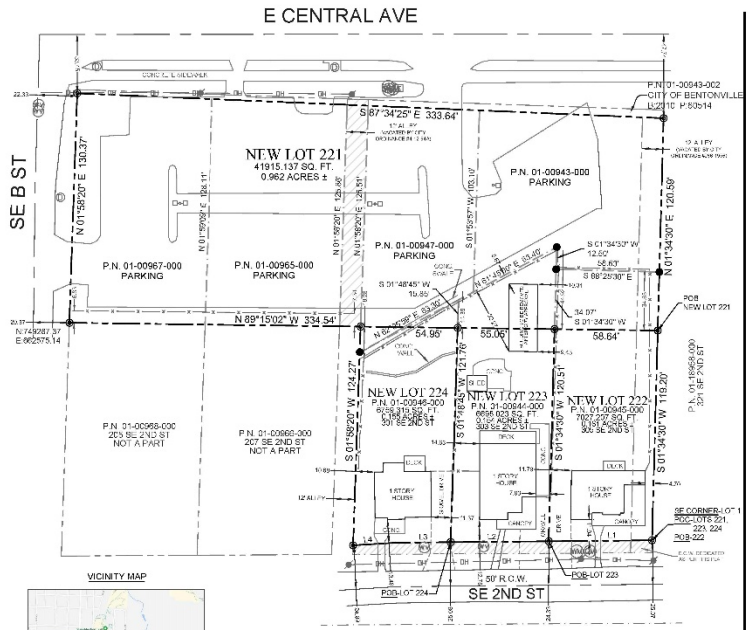
DATE OF EXECUTION _____

& SIGNED _____
REG. STERED LAND SURVEYOR
NO. 1370
STATE OF ARKANSAS

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0285K (EFFECTIVE DATE 08/05/2012) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

OWNER INFORMATION
301 SE 2ND LLC
2714 SE OTIS CORLEY DR
BENTONVILLE, AR 72712


E CENTRAL AVE
SE B ST
SE 2ND ST
NEW LOT 221
41915.137 SQ. FT.
0.962 ACRES ±
NEW LOT 222
7027.207 SQ. FT.
0.161 ACRES ±
NEW LOT 223
6698.623 SQ. FT.
0.154 ACRES ±
NEW LOT 224
6759.315 SQ. FT.
0.155 ACRES ±
P.N. 01-00943-002
CITY OF BENTONVILLE
D2010, P 50514
P.N. 01-00943-000
PARKING
P.N. 01-00947-000
PARKING
P.N. 01-00965-000
PARKING
P.N. 01-00967-000
PARKING
P.N. 01-00968-000
203 SE 2ND ST
NOT A PART
P.N. 01-00969-000
207 SE 2ND ST
NOT A PART
P.N. 01-00944-000
P.N. 01-00945-000
P.N. 01-16968-000
301 SE 2ND ST
POB NEW LOT 221
POB-LOT 222
POB-LOT 223
POB-LOT 224
SE CORNER LOT 1
POC-LOTS 221, 223, 224
POB-222
50' R.O.W.
S 87°34'25" E 333.64'
N 89°15'02" W 334.54'
S 01°34'30" W 118.20'
N 01°34'30" E 120.59'
N 01°55'20" E 130.37'
S 01°55'20" W 124.27'
S 01°45'45" W 121.78'
S 01°34'30" W 120.51'
N 01°34'30" E 120.51'
S 89°28'20" W 58.67'
S 89°28'20" W 55.59'
S 89°28'20" W 31.18'
S 89°28'20" W 24.24'
S 89°15'02" E 54.95'
S 89°15'02" E 55.03'
S 89°15'02" E 58.64'
N 89°15'02" W 165.51'
N 01°55'20" E 124.27'
N 01°55'20" E 130.37'
N 01°55'20" E 126.55'
N 01°55'20" E 126.55'
S 01°55'57" W 165.10'
N 89°28'20" E 58.67'
S 01°48'45" W 10.85'
S 01°34'30" W 14.33'
S 01°34'30" W 14.33'
S 01°34'30" W 14.33

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 221-224 OF BENTONVILLE ORIGINAL TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0021).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 221-224 of Bentonville Original of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on August 3, 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 221-224 of Bentonville Original 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.

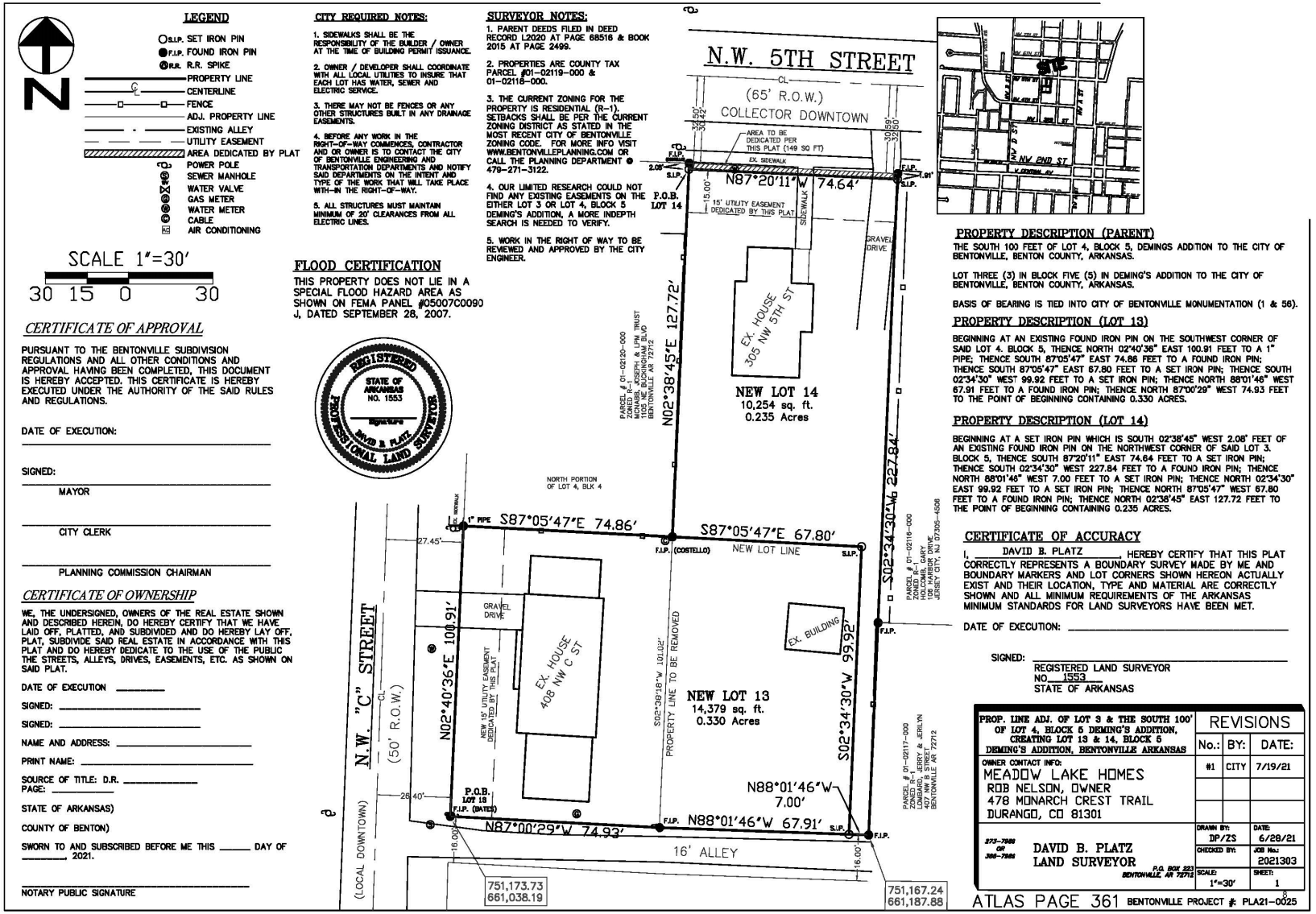
APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


NW 5TH ST
NW C ST
NW B ST
NW 4TH ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 71 feet
PLA21-0025
PROPERTY LINE ADJUSTMENT
DEMINGS ADDITION
LOTS 3-4 BLOCK 5 CREATING LOTS 13-14
THE CITY OF
BENTONVILLE


LEGEND
S.I.P. SET IRON PIN
F.I.P. FOUND IRON PIN
R.R. R.R. SPIKE
PROPERTY LINE
CENTERLINE
FENCE
ADJ. PROPERTY LINE
EXISTING ALLEY
UTILITY EASEMENT
AREA DEDICATED BY PLAT
POWER POLE
SEWER MANHOLE
WATER VALVE
GAS METER
WATER METER
CABLE
AIR CONDITIONING
SCALE 1"=30'
30 15 0 30
CITY REQUIRED NOTES:
1. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER / OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
2. OWNER / DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
3. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
4. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO CONTACT THE CITY OF BENTONVILLE ENGINEERING AND TRANSPORTATION DEPARTMENTS AND NOTIFY SAID DEPARTMENTS ON THE INTENT AND TYPE OF THE WORK THAT WILL TAKE PLACE WITH-IN THE RIGHT-OF-WAY.
5. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
SURVEYOR NOTES:
1. PARENT DEEDS FILED IN DEED RECORD L2020 AT PAGE 68516 & BOOK 2015 AT PAGE 2499.
2. PROPERTIES ARE COUNTY TAX PARCEL #01-02119-000 & 01-02118-000.
3. THE CURRENT ZONING FOR THE PROPERTY IS RESIDENTIAL (R-1). SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
4. OUR LIMITED RESEARCH COULD NOT FIND ANY EXISTING EASEMENTS ON THE EITHER LOT 3 OR LOT 4, BLOCK 5 DEMING'S ADDITION, A MORE INDEPTH SEARCH IS NEEDED TO VERIFY.
5. WORK IN THE RIGHT OF WAY TO BE REVIEWED AND APPROVED BY THE CITY ENGINEER.
FLOOD CERTIFICATION
THIS PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA PANEL #05007C0090 J, DATED SEPTEMBER 28, 2007.
REGISTERED
STATE OF ARKANSAS
NO. 1553
DAVID B. PLATT
PROFESSIONAL LAND SURVEYOR
N.W. 5TH STREET
(65' R.O.W.)
COLLECTOR DOWNTOWN
AREA TO BE DEDICATED PER THIS PLAT (149 SQ FT)
EX. SIDEWALK
N87°20'11"W 74.64'
P.O.B. LOT 14
15' UTILITY EASEMENT DEDICATED BY THIS PLAT
SIDEWALK
GRAVEL DRIVE
EX. HOUSE 305 NW 5TH ST
N02°38'45"E 127.72'
NEW LOT 14
10,254 sq. ft.
0.235 Acres
S02°34'30"W 227.84'
PARCEL # 01-02120-000
ZONED R-1
MICHAEL BOSCHING & LISA TRUSTEES
1104 NW B ST
BENTONVILLE AR 72712
NORTH PORTION OF LOT 4, BLK 4
1" PIPE S87°05'47"E 74.86'
S87°05'47"E 67.80'
F.I.P. (COSTELLO)
NEW LOT LINE
S.I.P.
PARCEL # 01-02116-000
ZONED R-1
HOLCOMB, GARY
126 HARBOR DRIVE
DES ARC, CITY, NJ 07305-4506
27.45'
GRAVEL DRIVE
EX. HOUSE 408 NW C ST
N02°40'36"E 100.91'
NEW 15' UTILITY EASEMENT DEDICATED BY THIS PLAT
PROPERTY LINE TO BE REMOVED
S02°39'16"W 101.02'
EX. BUILDING
S02°34'30"W 99.92'
NEW LOT 13
14,379 sq. ft.
0.330 Acres
N88°01'46"W 7.00'
P.O.B. LOT 13
F.I.P. (BATES)
N87°00'29"W 74.93'
N88°01'46"W 67.91'
PARCEL # 01-02117-000
ZONED R-1
LOMBARDI, JERRY & JERILYN
4004 NW B ST
BENTONVILLE AR 72712
26.40'
16.00'
16' ALLEY
(LOCAL DOWNTOWN)
N.W. "C" STREET
(50' R.O.W.)
751,173.73
661,038.19
751,167.24
661,187.88
PROPERTY DESCRIPTION (PARENT)
THE SOUTH 100 FEET OF LOT 4, BLOCK 5, DEMINGS ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.
LOT THREE (3) IN BLOCK FIVE (5) IN DEMING'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.
BASIS OF BEARING IS TIED INTO CITY OF BENTONVILLE MONUMENTATION (1 & 56).
PROPERTY DESCRIPTION (LOT 13)
BEGINNING AT AN EXISTING FOUND IRON PIN ON THE SOUTHWEST CORNER OF SAID LOT 4. BLOCK 5, THENCE NORTH 02°40'36" EAST 100.91 FEET TO A 1" PIPE; THENCE SOUTH 87°05'47" EAST 74.86 FEET TO A FOUND IRON PIN; THENCE SOUTH 87°05'47" EAST 67.80 FEET TO A SET IRON PIN; THENCE SOUTH 02°34'30" WEST 99.92 FEET TO A SET IRON PIN; THENCE NORTH 88°01'46" WEST 67.91 FEET TO A FOUND IRON PIN; THENCE NORTH 87°00'29" WEST 74.93 FEET TO THE POINT OF BEGINNING CONTAINING 0.330 ACRES.
PROPERTY DESCRIPTION (LOT 14)
BEGINNING AT A SET IRON PIN WHICH IS SOUTH 02°38'45" WEST 2.08 FEET OF AN EXISTING FOUND IRON PIN ON THE NORTHWEST CORNER OF SAID LOT 3. BLOCK 5, THENCE SOUTH 87°20'11" EAST 74.64 FEET TO A SET IRON PIN; THENCE SOUTH 02°34'30" WEST 227.84 FEET TO A FOUND IRON PIN; THENCE NORTH 88°01'46" WEST 7.00 FEET TO A SET IRON PIN; THENCE NORTH 02°34'30" EAST 99.92 FEET TO A SET IRON PIN; THENCE NORTH 87°05'47" WEST 67.80 FEET TO A FOUND IRON PIN; THENCE NORTH 02°38'45" EAST 127.72 FEET TO THE POINT OF BEGINNING CONTAINING 0.235 ACRES.
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:
MAYOR
CITY CLERK
PLANNING COMMISSION CHAIRMAN
CERTIFICATE OF OWNERSHIP
WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.
DATE OF EXECUTION
SIGNED:
SIGNED:
NAME AND ADDRESS:
PRINT NAME:
SOURCE OF TITLE: D.R.
PAGE:
STATE OF ARKANSAS)
COUNTY OF BENTON)
SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF ____, 2021.
NOTARY PUBLIC SIGNATURE
CERTIFICATE OF ACCURACY
I, DAVID B. PLATZ, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.
DATE OF EXECUTION:
SIGNED:
REGISTERED LAND SURVEYOR
NO. 1553
STATE OF ARKANSAS
PROP. LINE ADJ. OF LOT 3 & THE SOUTH 100' OF LOT 4, BLOCK 5 DEMING'S ADDITION, CREATING LOT 13 & 14, BLOCK 5 DEMING'S ADDITION, BENTONVILLE ARKANSAS
REVISIONS
No.: BY: DATE:
#1 CITY 7/19/21
OWNER CONTACT INFO:
MEADOW LAKE HOMES
ROB NELSON, OWNER
478 MONARCH CREST TRAIL
DURANGO, CO 81301
DAVID B. PLATZ
LAND SURVEYOR
P.O. BOX 523
BENTONVILLE, AR 72712
273-7988 OR 366-7988
DRAWN BY: DP/ZS
DATE: 6/28/21
CHECKED BY:
JOB No.: 2021303
SCALE: 1"=30'
SHEET: 1 of 1
ATLAS PAGE 361 BENTONVILLE PROJECT #: PLA21-0025

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 13 & 14, BLOCK 5 OF DEMING'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0025).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 13 & 14, Block 5 of Deming's Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on August 3, 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 Lot 13 & 14, Block 5 of Deming's Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said 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

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**Utility Billing and Collections**
Submitted by	**Gary Wilson**
Phone	**479-271-3104**

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

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

Ordinance recommended by Staff approving the reorganization of the Utility Billing and Collections Department. Reorganization will update the reporting structure, upgrade four existing positions and update titles of two positions. The reorganization addresses issues with the current organization and lays the ground work for the future organization of the department. These changes will be absorbed through the existing department budget. This item was approved 4-0 by the Utility Board.

Estimated Cost	**$13,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memorandum

To: City Council
From: Gary Wilson
CC: Mayor Orman
Date: July 28, 2021

The Utility Billing and Collections Department is requesting a departmental re-organization. The purpose of the reorganization is to designate leadership roles and responsibilities as well as address targeted areas needing dedicated attention. The reorganization includes the following positions:

Customer Service Supervisor (Title Change)

This is a title change to the Customer Accounts Supervisor position. Over time, this position's duties and responsibilities have grown along with the department. We are updating the title to reflect our renewed focus on customer service and recognizing the additional duties this position has taken on over the last year and a half.

Lead Billing Representative (Grade 19)

This position is a new position, taking the place of one of the existing Billing Representative positions. The purpose of the position is to designate a billing staff member to coordinate the tasks of the billing work group to ensure utility bills are created accurately and on time. Some day-to-day coordination duties would be removed from the Customer Service Supervisor freeing time to focus in other areas. We consider this position similar to a crew leader.

Lead Customer Service Representative (Grade 19)

This position is a new position, taking the place of one of the existing Customer Account Representative positions. Like with the Lead Billing Representative, the purpose of the position is to designate a customer service staff member to coordinate the tasks of the work group to ensure customers receive a high level of service, staff balance accurately and to act as the first point of contact for staff questions. Some day-to-day coordination duties would be removed from the Customer Service Supervisor freeing time to focus in other areas. We consider this position similar to a crew leader.

Online Accounts Representative (Grade 16)

This position is a new position, taking the place of one of the existing Customer Account Representative positions. During the height of the COVID-19 pandemic we transitioned to an all online/phone process while City facilities were closed to the public. We continued to offer many of the same options to customers after we re-opened the offices and we recognize that some options and tasks will continue as the world has evolved. With that evolution, we need to designate a staff member to complete tasks related to our online payment systems and electronic communications.

Field Service Technician (Grade 17)

This position is an evolution of the Meter Service Worker position. The purpose of the title change to the position is to prepare the meter work group for the changes to duties that will occur as the AMI system improvements occur. Staff in these two positions will transition from the Meter Reader family of positions to a separate position that has added technical responsibilities related to the AMI system. In addition to the AMI system responsibilities, they will be the primary staff responsible for turning on and off services when someone moves in or out. They will remain available to assist with manual meter reading for the time being, however as the system reliability increases they will transition into a position focused on ensuring the meters remain highly reliable.

2

Career Growth and Balance

The reorganization will provide staff with better defined pathways for career progression with the City. Allowing us to invest better in the training and growth of our staff while recognizing the added responsibilities they are taking on. A key point is the need to restore some work-life balance. As the utility has grown in size, technology has mitigated some of the increased workload, however the staffing is an issue and a significant amount of work has fallen on some members. This reorganization is intended to help with both of these points and prepare for the next steps in the organization's growth.

Preparation for Future Growth

This reorganization will prepare the department for future growth. By designating lead positions in both the billing and customer service work groups as new positions are added coordination and supervision can be maintained without overwhelming any one person. Anticipated near-term future positions include:

Collections Specialist

This position is a new position that will report through the Lead Customer Service Representative. This position's responsibilities will include all aspects of active and final delinquency operations for the department. This person will be responsible for printing active and final delinquency notices, managing returned checks/drafts, coordinating disconnection of service operations including preparing work orders, maintaining the billing system to ensure accurate records are maintained and attempt to collect on closed accounts by locating customers that leave without an accurate forwarding address.

Key Accounts Representative

This is a new position that will report through the Lead Billing Representative. This position's responsibilities will include focusing on our largest and/or most complicated billing customers. They will be the primary contact with the City for the customer's billings and the expert on complicated and special rates (such as wholesale contracts, large power, etc.).

In the future, upgrading the Customer Service Supervisor to a full Assistant Manager as additional duties, responsibilities and staff are added. In addition, splitting the Lead Customer Service Representative into two positions as additional customer service representatives are hired to divide the work groups. Responsibilities between the two would be front of the office (counter and drive-thru) and back of the office (online, collections and call center) ensuring no one is overwhelmed with the number of team members or areas of responsibility.

Soon, we will need to begin staffing a dedicated call center. Currently, all staff from the Customer Service and Billing areas are responsible for answering the telephones, taking them away from being able to focus on helping customers in the office and billing tasks. The duration and types of calls have changed from short, easier calls to longer, more complicated calls resulting in each call taking longer to complete.

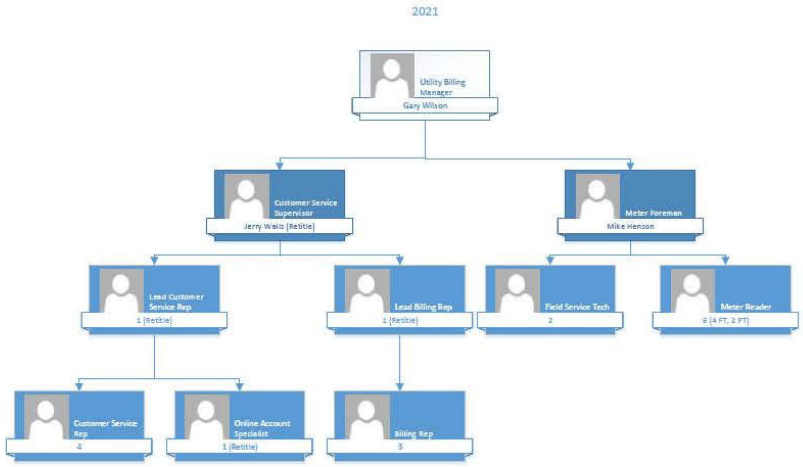
As both the AMI systems evolve to meeting the City's needs, the meter work group's structure will need to be reviewed to match the positions with the tasks that develop. We anticipate reviewing the interim organization after the water AMI system is back to full functioning with our new Meter Foreman. Once the electric meters are converted to a new AMI system a next phase organizational plan will be developed for the meter workgroup. The review will be done once we are able to see the impact of the two systems so we can direct staffing needs based on the facts that become apparent after both systems are functional.

Conclusion

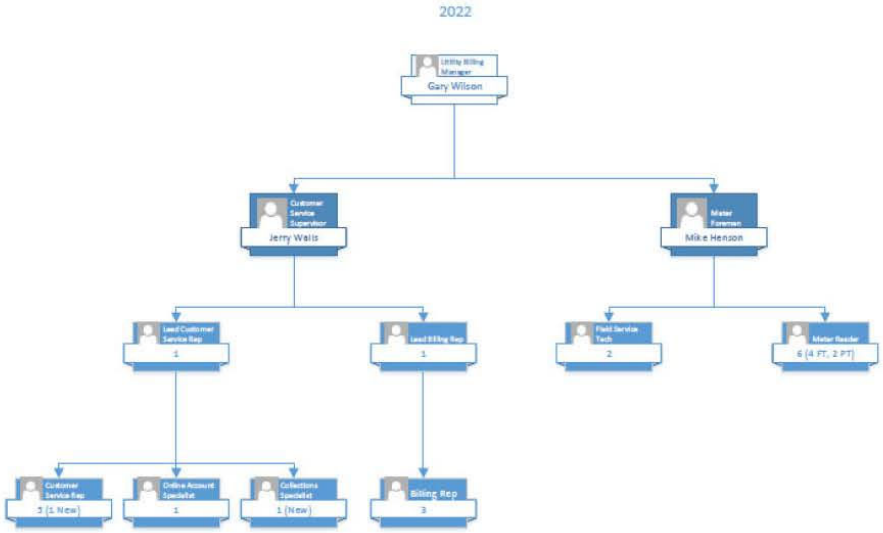
With this reorganization we are creating a structure better suited to the day to day needs of the department as they are today, creating efficiencies, redistributing responsibilities, ensuring accountability, making sure no staff member is overwhelmed and positioning it for the future. The utility has grown and the customer base has changed along with their expectations. This is the first step to addressing the expectations of our customers and the operational needs of the department.

Note: In order to align the reorg with the City wide Salary Study, this reorg was adjusted from what was approved by the Utility Board to remove the Customer Service Supervisor going to a Grade 23. The Customer Service Supervisor will now just be a title change and will fall under grade 22 after the salary study is implemented.

Proposed Organization



Next Phase Organization



Summary of Changes

From	Change Type	To
Customer Accounts Supervisor	Upgrade	Customer Service Supervisor
Customer Accounts Representative I/II/III	Upgrade	Lead Customer Service Representative
Customer Accounts Representative I/II/III	Upgrade	Online Accounts Representative
Billing Representative I/II	Upgrade	Lead Billing Representative
Customer Accounts Rep I/II/III	Update Title	Customer Service Representative I/II/III
Meter Service Worker	Update Title	Field Service Technician

7

ORDINANCE NO. _____

AN ORDINANCE CREATING AND AMENDING CERTAIN POSITIONS IN THE PAY PLAN FOR THE CITY OF BENTONVILLE, ARKANSAS.

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

Section 1: That the following changes should be and the same are hereby adopted within the City of Bentonville Pay Plan:

1) The position of "Customer Accounts Supervisor is amended to "Customer Service Supervisor";
2) The position of "Lead Billing Representative" (Grade 19) is created;
3) The position of "Lead Customer Service Representative" (Grade 19) is created;
4) The position of "Online Accounts Representative" (Grade 16) is created;
5) The position of "Field Service Technician" (Grade 17) is created.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**Water Resource Recovery Facility**
Submitted by	**Mike Bender, Nancy Busen**
Phone	**(479) 271-6873, (479) 271-3161**

Item Type: (*Check Applicable Item Type*)

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

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

Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter into a professional services agreement with Hawkins-Weir Engineers, Inc. in the amount of $243,400.00 for a feasibility study to evaluate options for expanding wastewater treatment capacity and provide an orderly plan to accommodate the projected rapid growth of the City of Bentonville. The 2021 budget included $200,000.00 for this study. The scope of the study expanded from estimates made at time of budget entry and project advertisement. Funding for the increased cost will be from the Wastewater Utilities Reserves. 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. Utility Board approved this item 4-0.

Estimated Cost	**$243,400.00**
Is this Item Budgeted?	☑ Yes ☐ No **$200,000.00 budgeted. Total cost is $243,400.00**

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

Funds to cover cost over budget will come from Wastewater Utilities Reserves.

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: July 29, 2021

Re: Hawkins-Weir Contract, Wastewater Treatment Capacity Feasibility Study

---

Resolution - Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Hawkins-Weir Engineers, Inc. in the amount of $243,400.00 for a feasibility study to evaluate options for expanding wastewater treatment capacity and provide an orderly plan to accommodate the projected rapid growth of the City of Bentonville. The 2021 budget included $200,000.00 for this study. The scope of the study expanded from estimates made at time of budget entry and project advertisement. Funding for the increased cost will be from the Wastewater Utilities Reserves.

During the budget process the study was scoped to primarily look at the feasibility to turn wastewater flows above the existing capacity of the City's facility towards NACA. As staff prepared the request for qualifications, we adjusted the scope to allow more flexibility and creativity to determine the most feasible option to address growth and the associated increase in wastewater treatment capacity. This study will look at options to increase capacity at the City's facility as well as turning additional flow to NACA and possible combinations.

Thank you for your consideration of this request.

Mike Bender

1

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Feasibility Study to Address Capacity/Growth for Wastewater Treatment ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Hawkins-Weir Engineers, Inc., hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____day of _____, 2021 ("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 AGREEMENT, 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 XIX – 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** Two Hundred Forty-Three Thousand Four Hundred and 00/100 ($243,400.00), 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	**Hawkins-Weir Engineers, Inc.**
CITY	ENGINEER
	[redacted]
BY	BY
MAYOR	**President & CEO**
TITLE	TITLE
	07/15/2021
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

The Feasibility Study to address Capacity/Growth for Wastewater Treatment will evaluate options for expanding wastewater treatment capacity at either the Bentonville Water Resource Recovery Facility (WRRF) or the Northwest Arkansas Conservation Authority Wastewater Treatment Plant (NACA WWTP), or some combination thereof, and provide an orderly plan to accommodate the projected rapid growth of the City. Due to the geographical limitations of the Bentonville WRRF, this study will also evaluate the possible diversion of wastewater flow from the Bentonville WRRF wastewater collection basin to the NACA WWTP for treatment. The Bentonville WRRF basin includes the following wastewater collection basins: McKisic, Town Branch, and North Lift Station.

This study shall provide a planning level review and analysis of alternatives that optimize the balance between the expansion/use of existing City facilities and facilities owned and operated by NACA. The study will need to develop existing and projected wastewater flows for each of the City's major sewer collection basins including those Bentonville WRRF basins previously identified, and the NACA, Shell Road, and South Lift Station basins that are already being treated at the NACA WWTP. This study will evaluate options for expanding treatment capacity at the City's facility and the NACA WWTP in order to prepare the most feasible and cost-effective plan to increase treatment capacity, minimally considering the following parameters: regulatory drivers, maximizing use of existing treatment infrastructure, property and easement requirements, and permitting. This study will also evaluate options within the Bentonville WRRF basin to divert wastewater flow to NACA. This wastewater collection system evaluation will include a review of existing pump design parameters, force main hydraulics and capacities, and available capacity of any receiving gravity sewer systems, and will identify the improvements necessary to facilitate wastewater flow diversion. The study will culminate in the development of a comprehensive report that evaluates the alternatives on the basis of economic factors, capital and life cycle costs, and non-economic factors. Through collaboration with the City, a matrix will be developed to further evaluate the advantages and disadvantages associated with each alternative. The report will also include a planning schedule for the implementation of the recommended alternative, considering phasing of the improvements due to any budgetary constraints of the City.

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/easement, 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.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.

Engineer shall provide Basic Services as set forth below.

1. Conduct a Project Initiation Meeting with the Owner and develop a Project Initiation Work Plan to distribute to all meeting participants

2. Develop a Schedule of Project Deliverables

3. Develop existing and projected wastewater flows for each of the City's major sewer collection basins including McKisic, Town Branch, North Lift Station, South Lift Station, Shell Road, and the Northwest Arkansas Conservation Authority (NACA)

4. Evaluate population growth for the City of Bentonville considering any population densification areas within the City

5. Research regulatory/permitting requirements for the capacity expansion of the NACA Wastewater Treatment Plant (WWTP) with representatives from EPA Region 6, ADEQ, City of Bentonville, and NACA

6. Depending upon the results of Task 5, evaluate and discuss options for expanding treatment capacity at the NACA WWTP
   a. Participate in a Site Visit to review the existing facility and its process units
   b. Review available Record Drawings
   c. Review the recent Study and Report, as prepared by Garver
   d. Identify viable treatment processes

(1) Consider regulatory/permitting requirements
(2) Identify property and easement requirements

e. Prepare a planning level capital cost estimate
f. Prepare a planning level life cycle cost analysis considering both capital and operation & maintenance (O&M) costs
g. Conduct a workshop with the Owner regarding the evaluation of the NACA WWTP

7. Evaluate and discuss options for expanding treatment capacity at the Bentonville Water Resource Recovery Facility (WRRF) – Process Intensification Alternative
   a. Participate in a Site Visit to review the existing facility and its process units
   b. Review available Record Drawings
   c. Develop a hydraulic model for the existing facility
      (1) Survey critical elevations upstream of the secondary clarifiers
      (2) Develop the hydraulic profile spreadsheet
      (3) Calibrate the hydraulic profile based on observed flow measurements
   d. Identify viable treatment process scenarios that maximize use of existing infrastructure
      (1) Consider regulatory/permitting requirements
      (2) Identify property and easement requirements
   e. Prepare a planning level capital cost for the selected alternative
   f. Prepare a planning level life cycle cost analysis considering both capital and operation & maintenance (O&M) costs for the selected alternative
   g. Conduct a workshop with the Owner regarding the evaluation of the Bentonville WRRF

8. Identify improvements needed in the wastewater collection system for treatment capacity alternatives including requirements for flow diversion
   a. Participate in a Site Visit and review operating parameters at the following pump stations:
      (1) McKisic
      (2) North Lift Station
      (3) South Lift Station
   b. Review available Record Drawings
   c. Review information associated with the Olsson wastewater collection system study
      (1) Study scope of services
      (2) Wastewater collection system map that delineates all basins, sub-basins, pump station, and force mains
      (3) Flow metering locations and flow data observations to date
   d. Evaluate wastewater collection system improvements for up to five (5) alternatives
      (1) Evaluate pump capacity
      (2) Evaluate force main capacity
         (i) Consider possible force main alignments
         (ii) Develop Hydraulic Grade Line (HGL) profile
      (3) Identify property and easement requirements
      (4) Consider electrical/SCADA requirements
   e. Review RJN Group's capacity evaluation of the Little Osage Creek Gravity Sewer
   f. Prepare a planning level capital cost for each alternative
   g. Prepare a planning level life cycle cost analysis considering both capital and operation & maintenance (O&M) costs for each alternative
   h. Participate in periodic workshops with the Owner regarding the evaluation of wastewater collection system improvements – Up to two (2) Workshops

9. Collaborate with the Owner in a workshop setting to develop a matrix that identifies both economic and non-economic advantages and disadvantages for each alternative
   a. Bentonville WRRF – Process Intensification Alternative
   b. NACA WWTP
   c. Wastewater collection system flow diversion alternatives

10. Develop a planning schedule for the implementation of the recommended alternative

11. Prepare and deliver DRAFT Final Report to the City for review

12. Conduct a workshop to review the DRAFT Final Report with the City, and incorporate any comments received into the Final Report

13. Present Study findings and recommendations:
    a. City of Bentonville Utility Board
    b. City of Bentonville City Council, incorporating any comments received during the Utility Board review

14. Prepare and deliver Final Report to the City

Exclusions to the Basic services:

1. Process Flow Modeling – Bentonville WRRF

Appendix C
Scope of Services and Fee Proposal Summary
Feasibility Study to Address Capacity/Growth
for Wastewater Treatment
Bentonville, Arkansas
HWEI Project No. 2021037
June 2021

A. Study and Report Phase

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

Task	Engr VII	Engr V	Engr IV	Dsgnr I	GPS Survey	Tech III	Tech I	Total Hours
1. Conduct a Project Initiation Meeting with the Owner and develop a Project Initiation Meeting Work Plan to distribute to all meeting participants	4	2	8				4	18
2. Develop a Schedule for Project Deliverables	4		4				4	12
3. Develop existing and projected wastewater flows for each of the City's major sewer collection basins including McKisic, Town Branch, North Lift Station, South Lift Station, Shell Road, and the Northwest Arkansas Conservation Authority (NACA)	4		16				4	24
4. Evaluate population growth for the City of Bentonville considering any population densification areas within the City	4		8				4	16
5. Research regulatory/permitting requirements for the capacity expansion of the NACA Wastewater Treatment Plant (WWTP) with representatives from EPA Region 6, ADEQ, City of Bentonville, and NACA	40		8					48
6. Depending upon the results of Task 5, evaluate and discuss options for expanding treatment capacity at the NACA WWTP								0
a. Participate in a Site Visit to review the existing facility and its process units	4	4	4					12
b. Review available Record Drawings			4					4
c. Review the recent Study and Report, as prepared by Garver	4		4					8
d. Identify viable treatment processes	4		8			8		20
(1) Consider regulatory/permitting requirements	8							8
(2) Identify property and easement requirements			4			8		12
e. Prepare a planning level capital cost estimate	4	2	8				4	18
f. Prepare a planning level life cycle cost analysis considering both capital and operation & maintenance (O&M) costs	4	2	8				4	18
g. Conduct a workshop with the Owner regarding the evaluation of the NACA WWTP	2	2	4				8	16
7. Evaluate and discuss options for expanding treatment capacity at the Bentonville Water Resource Recovery Facility (WRRF) - Process Intensification Alternative								0
a. Participate in a Site Visit to review the existing facility and its process units	4	4	4					12
b. Review available Record Drawings			4					4
c Develop a hydraulic model for the existing facility	4					8		12
(1) Survey critical elevations upstream of the secondary clarifiers			4		24			28
(2) Develop the hydraulic profile spreadsheet			16					16
(3) Calibrate the hydraulic profile based on observed flow measurements			8		16			24
d Identify viable treatment process scenarios that maximize use of existing infrastructure	4		8					12
(1) Consider regulatory/permitting requirements	4							4
(2) Identify property and easement requirements			4			4		8
e Prepare a planning level capital cost for the selected alternative	4	2	8				4	18
f. Prepare a planning level life cycle cost analysis considering both capital and operation & maintenance (O&M) costs for the selected alternative	4	2	8				4	18
g. Conduct a workshop with the Owner regarding the evaluation of the Bentonville WRRF	2	2	4				8	16
8. Identify improvements needed in the wastewater collection system for treatment capacity alternatives including requirements for flow diversion								0
a. Participate in a Site Visit and review operating parameters at the following pump stations:								0
(1) McKisic	4	4	4					12
(2) North Lift Station	2	2	2					6
(3) South Lift Station	2	2	2					6

Appendix C
Scope of Services and Fee Proposal Summary
Feasibility Study to Address Capacity/Growth
for Wastewater Treatment
Bentonville, Arkansas
HWEI Project No. 2021037
June 2021

Task	Engr VII	Engr V	Engr IV	Dsgnr I	GPS Survey	Tech III	Tech I	Total Hours
b. Review available Record Drawings			4					4
c. Review information associated with the Olsson wastewater collection system study								0
(1) Study scope of services			4					4
(2) Wastewater collection system map that delineates all basins, sub-basins, pump stations, and force mains			8					8
(3) Flow metering locations and flow data observations to date			8					8
d. Evaluate wastewater collection system improvements for up to five (5) alternatives	8	8	16			16		48
(1) Evaluate pump capacity			24					24
(2) Evaluate force main capacity								0
(i) Consider possible force main alignments	4		16			16		36
(ii) Develop Hydraulic Grade Line (HGL) profile			16			16		32
(3) Identify property and easement requirements			8	8		16		32
(4) Consider electrical/SCADA requirements		8	8					16
e. Review RJN Group's capacity evaluation of the Little Osage Creek Gravity Sewer	2		4					6
f. Prepare a planning level capital cost for each alternative	4	4	16				8	32
g. Prepare a planning level life cycle cost analysis considering both capital and operation & maintenance (O&M) costs for each alternative	4	4	16				8	32
h. Participate in periodic workshops with the Owner regarding the evaluation of wastewater collection system improvements - Up to two (2) Workshops	4	4	8				8	24
9. Collaborate with the Owner in a workshop setting to develop a matrix that identifies both economic and non-economic advantages and disadvantages for each alternative	4		4				8	16
a. Bentonville WRRF - Process Intensification Alternative	2		4					6
b. NACA WWTP	2		4					6
c. Wastewater collection system flow diversion alternatives	2		4					6
10. Develop a planning schedule for the implementation of the recommended alternative	2		4					6
11. Prepare and deliver DRAFT Final Report to the City for review	12	20	40			16	24	112
12. Conduct a workshop to review the DRAFT Final Report with the City, and incorporate any comments received into the Final Report	2	2	8				8	20
13. Present Study findings and recommendations:								0
a. City of Bentonville Utility Board	4		4			8		16
b. City of Bentonville City Council, incorporating any comments received from the Utility Board review	2		4			4	8	18
14. Prepare and deliver Final Report to City	2		4					6
Total Hours	180	80	400	8	40	120	120	948
								$128,400

B. Reimbursable Expenses

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

Item	Description	Total
1. Printing		$2,500
2. Outside Services	Black & Veatch, Inc.	$112,500
Total Estimated Reimbursable Expenses		$115,000

ENGINEERING SERVICES SUMMARY

Feasibility Study to Address Capacity/Growth for Wastewater Treatment

A. Study and Report	$128,400
B. Reimbursable	$115,000
Total Engineering Fee - Not to Exceed	$243,400

Appendix C
Standard Billing Rate Structure
For Hourly Fee Based Contracts
Hawkins-Weir Engineers, Inc.
Effective August 16, 2020 through August 14, 2021[1]

Engineer			
	Engineer VII	$ 190	Per Hour
	Engineer VI	$ 175	Per Hour
	Engineer V	$ 160	Per Hour
	Engineer IV	$ 145	Per Hour
	Engineer III	$ 125	Per Hour
	Engineer II	$ 100	Per Hour
	Engineer I	$ 85	Per Hour
Engineering Technician			
	Designer II	$ 100	Per Hour
	Designer I	$ 75	Per Hour
	Technician IV	$ 85	Per Hour
	Technician III	$ 75	Per Hour
	Technician II	$ 65	Per Hour
	Technician I	$ 55	Per Hour
Field Technician - Field Inspector			
	Resident Project Representative (RPR)	$ 120	Per Hour
	Inspector II	$ 75	Per Hour
	Inspector I	$ 65	Per Hour
Field Surveying			
	GPS Survey	$ 175	Per Hour
	GPS Mapping Survey	$ 95	Per Hour
	Surveyor	$ 85	Per Hour
Administrative			
	Business Manager	$ 85	Per Hour
Expert Witness			
	Preparation	At Engineer's Hourly Rate	
	Testimony, less than 1/2 day	$ 1,000	
	Testimony, per Day	$ 2,000	

Expenses **Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract**
Subconsultants/Outside Services
Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising

Travel:	Hotel and meals	Actual Cost	
	Vehicle[2]	$0.56 per mile effective 1/1/21	
Reproduction:	Outside printing service	Actual Cost	
	In-house printing		
	Letter Copy - B&W	$ 0.10	Per Copy
	Letter Copy - Color	$ 0.75	Per Copy
	22 x 34 Size Copy - B&W	$ 3.00	Per Copy
	22 x 34 Size Copy - Color	$ 10.00	Per Copy
	11 x 17 Size Copy - B&W	$ 1.50	Per Copy
	11 x 17 Size Copy - Color	$ 5.00	Per Copy
	CD Copy	$ 5.00	Per Copy
	Binding	$ 1.00	Each

[1] Billing Rates are reviewed and adjusted annually in August. Regardless, any adjustment in Billing Rates will not impact previously negotiated Not To Exceed (NTE) fee amounts without a formal Contract Amendment.

[2] To be adjusted periodically to current IRS mileage rate.

All Billings are due upon receipt unless prior arrangements for payment have been made.

Client#: 53866 HAWKWEIR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/09/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Trudy Henry	
Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.552.4225	FAX (A/C, No): 866.550.4082
	E-MAIL ADDRESS: trudy.henry@greyling.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957	INSURER A : Sentinel Insurance Company	11000
	INSURER B : Hartford Ins Co of the Midwest	37478
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 20-21 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			20SBWZM2676	11/01/2020	11/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			20UEGNM6289	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			20SBWZM2676	11/01/2020	11/01/2021	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			20WEGPV0830	11/01/2020	11/01/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

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

Project# 2021037, Feasibility Study to Address Capacity/Growth for Wastewater Treatment
City of Bentonville is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER

City of Bentonville
117 West Central Avenue
Bentonville, AR 72712

CANCELLATION

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

[redacted]

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THEN2

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/8/2021

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

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

PRODUCER	CONTACT NAME: Amanda Palmer	
BXS Insurance PO Box 251510 Little Rock AR 72225-	PHONE (A/C, No, Ext): 501-614-1571	FAX (A/C, No): 501-614-1447
	E-MAIL ADDRESS: amanda.palmer@bxsi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Insurance Company	42307
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: HAWKENG-01
Hawkins-Weir Engineers, Inc.
P.O. Box 648
Van Buren AR 72957

COVERAGES **CERTIFICATE NUMBER:** 1429152868 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			CM20DPL027028IV	7/11/2020	7/11/2021	Each Claim Limit Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project# 2021037, Feasibility Study to Address Capacity/Growth for Wastewater Treatment

CERTIFICATE HOLDER

City of Bentonville
117 West Central Avenue
Bentonville AR 72712

CANCELLATION

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

[redacted]

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. FOR A FEASIBILITY STUDY TO ADDRESS WASTEWATER TREATMENT CAPACITY TO ACCOMMODATE GROWTH IN THE CITY OF BENTONVILLE.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a Professional Services Agreement with Hawkins-Weir Engineers, Inc. for a feasibility study to address wastewater treatment capacity to accommodate growth in the City of Bentonville in an amount not to exceed $243,400.00 as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of_____, 2021.

APPROVED:

_____
HON., Stephanie Orman
MAYOR

ATTEST:

_____
Kirby Romines
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**Water Resource Recovery Facility**
Submitted by	**Mike Bender, Nancy Busen**
Phone	**(479) 271-6873, (479) 271-3161**

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 requested by Staff for City Council approval in the amount of $43,400.00 to cover costs above budget amount associated with the feasibility study concerning wastewater treatment capacity to address growth in the City of Bentonville. The 2021 budget included $200,000.00 for the study. The scope of the study expanded from estimates made at time of budget entry and project advertisement. Funding will be from the Wastewater Utilities Reserves. Utility Board approved this item 4-0.

Estimated Cost	**$243,400.00**
Is this Item Budgeted?	☑ Yes ☐ No **$200,000.00 budgeted. Total cost is $243,400.00.**

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

Funds to cover additional cost will come from Wastewater Utilities Reserves.

Budget Adjustment Request

Date of City Council Meeting	8/10/2021
Department	Water Resource Recovery Facility
Submitted by	Mike Bender, Nancy Busen
Phone	(479) 271-6873, 271-3161

Purpose of Budget Adjustment *(Enter purpose in space below):*

Budget Adjustment - Staff is requesting approval of a budget adjustment in the amount of $43,400.00 to cover costs above budget amount associated with the feasibility study concerning wastewater treatment capacity to address growth in the City of Bentonville. The 2021 budget included $200,000.00 for the study. The scope of the study expanded from estimates made at time of budget entry and project advertisement. Funding will be from the Wastewater Utilities Reserves.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503030	43210	Legal & Professional Services		$ 43,400.00
		Totals	$ -	$ 43,400.00
		Net Impact on Fund Balance	$	(43,400.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**Water Utilities Department**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-6873, (479) 271-3140**

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 requested by Staff for City Council approval in the amount of $217,625.13 to cover costs associated with the 48" water main emergency repair contract with Garney Construction. Utility Board approved this item 4-0.

Estimated Cost	**$217,625.13**
Is this Item Budgeted?	☐ Yes ☑ No

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

Funds will come from Water Utilities Reserves.

Budget Adjustment Request

Date of City Council Meeting	8/10/2021
Department	Water Utilities
Submitted by	Mike Bender, Preston Newbill
Phone	(479) 271-6873, 271-3140

Purpose of Budget Adjustment *(Enter purpose in space below):*

Budget Adjustment - Staff is requesting approval of a budget adjustment in the amount of $217,625.13 to cover costs associated with an emergency repair on the City's 48-inch water transmission line. The City signed a time and materials agreement with Garney Construction for the repair which provided an initial estimate of $175,000.00 prior to the repair work. Final cost of the repair was $392,625.13 as the repair was larger than initially anticipated. Funding will be from the Water Utility reserves.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503020	47321	Water Line Improvements		$ 217,625.13
		Totals	$ -	$ 217,625.13
		Net Impact on Fund Balance	$	(217,625.13)
*Final Account Number will be determined by Accounting Department after approval and purchase				

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: July 29, 2021

Re: 48-inch Emergency Repair – Budget Adjustment for Final Payment - Garney

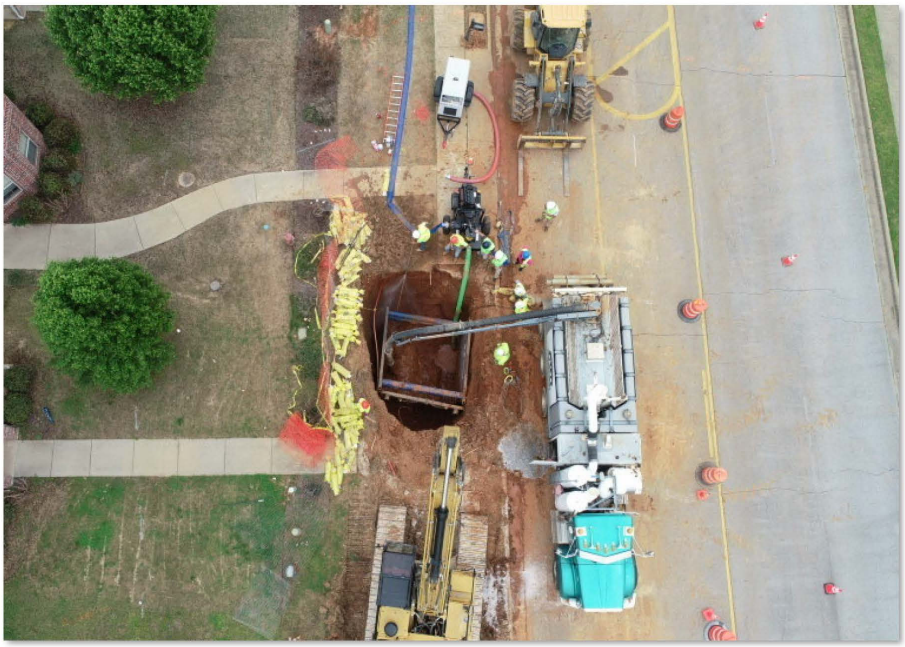
---

Staff is requesting City Council approval of a budget adjustment in the amount of $217,625.13 to cover costs associated with the emergency repair on the City's 48-inch water transmission line. The City Council approved a time and materials agreement with Garney Construction for the repair on April 27, 2021. Initially, the repair estimate was $175,000.00 and a budget adjustment was approved for that amount. After fully exposing the leak, it was determined that additional sections of pipe would need to be removed and replaced. Total replacement was 60 feet. Final amount of Garney Construction's repair contract was $392,625.13. Funding will be from the Water Utility reserves.

Attached are a few photos from the repair.

Thank you for your consideration of this request.

Photos of 48-inch Water Transmission Main Repair

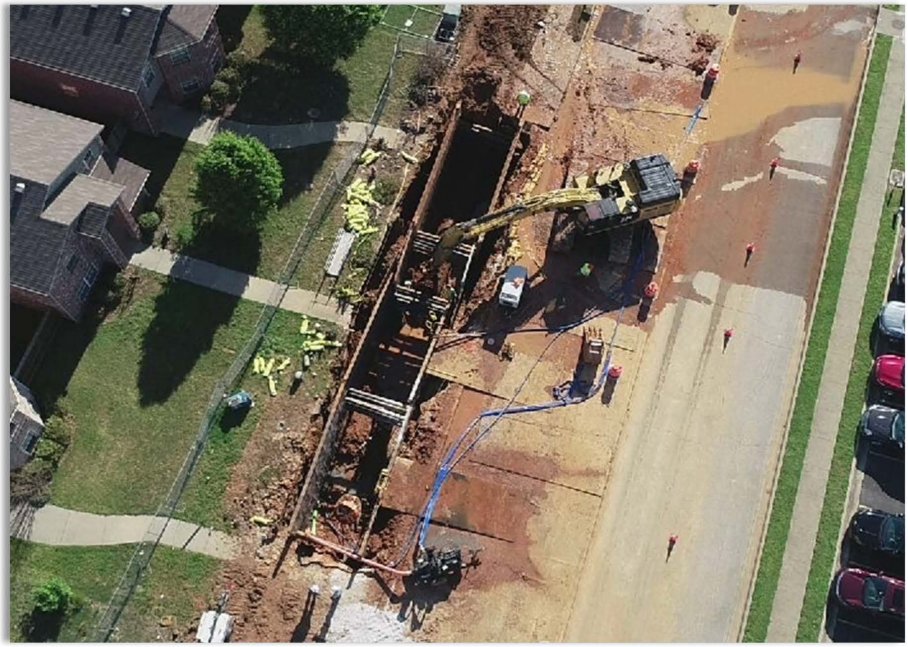


Initial excavation for leaking joint



Joint with leak. Broken steel bars and inner steel corrosion, outside concrete cracked and fallen away.

Photos of 48-inch Water Transmission Main Repair

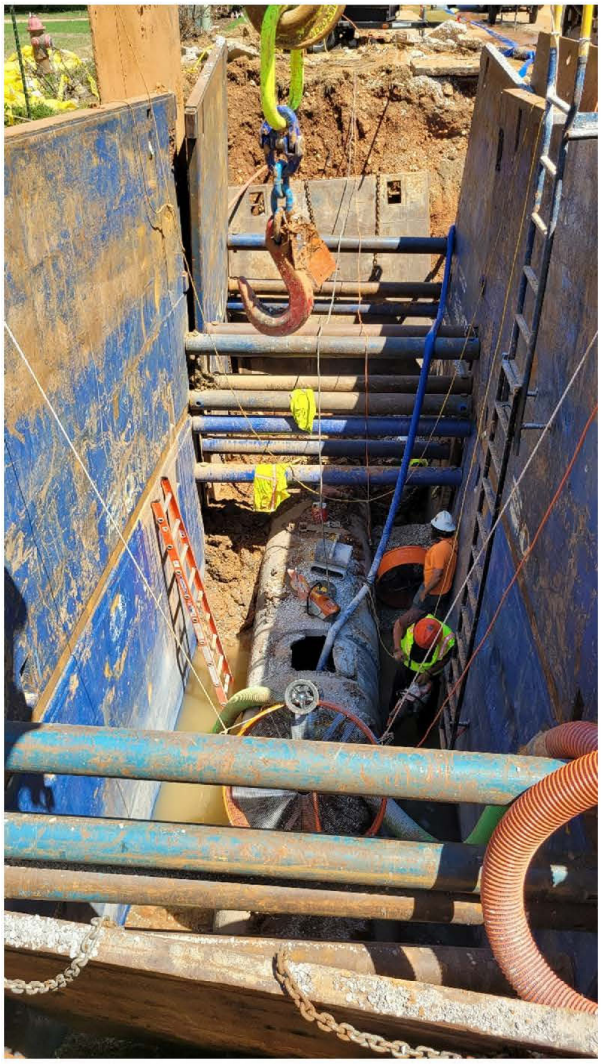


Expanded excavation



Aerial of work area showing overall area along School Avenue in Lowell

Photos of 48-inch Water Transmission Main Repair



Trench conditions. Draining existing pipe.

Photos of 48-inch Water Transmission Main Repair



Trench. Starting backfill.

Photos of 48-inch Water Transmission Main Repair



Restoration. New sidewalk, curb repair, sod.

Exhibit 1: Time and Materials

PROJECT:	Bentonville Water System Improvements 48" Repair	**PROJECT NUMBER**
OWNER:	City of Bentonville, AR	
CONTRACTOR:	Garney Construction	7354

PERIOD: 04/20/21 **TO** 06/10/21 **Pay Request Number.:** **001**

SUMMARY OF CHANGE ORDER REQUEST VALUES FROM ATTACHED TABULATIONS

Item #	Engineering Directive #	Description	Qty	Unit	Cost Per	Extended Cost
1		City of Bentonville Emergency 48"Water Line Repair - 60 LF of Pipe Replacement - Installation of 3 joints	1	LS	$ 357,625.13	$ 357,625.13
2		Allocation of Crew and Equipment	1	LS	$ 35,000.00	$ 35,000.00
					Total	**$ 392,625.13**

Contractor: Garney Construction By Andrew Beck

Date:

Approved for Payment by
[OWNER]

By Date:

City of Bentonville Emergency 48"Water Line Repair - 60 LF of Pipe Replacement - Installation of 3 joints

Labor	Unburdened Base Rate	Fed Unempl 0.80%	FICA 7.65%	State Unempl 2.24%	General Liability 4.43%	Workmen's Comp 9.08%	Heath Ins. Vacation 7.80%	Pension (ESOP) 15.00%	Small Tools 10.00%	Cons-umables 7.00%	Total Regular Time Costs	Total Over Time Costs	Total Regular Time Hours	Total Over Time Hours	EXTENDED COST
Superintendent	$63.00	$ 0.42	$ 4.05	$ 1.19	$ 2.35	$ 4.81	$ 4.13	$ 7.95	$ 5.30	$ 3.71	$ 86.92	$ 130.38	120.00	0.00	$ 10,430.40
Support Superintendent	$40.00	$ 0.32	$ 3.06	$ 0.90	$ 1.77	$ 3.63	$ 3.12	$ 6.00	$ 4.00	$ 2.80	$ 65.60	$ 98.40	0.00	0.00	$ -
Assistant Superintendent	$28.00	$ 0.22	$ 2.14	$ 0.63	$ 1.24	$ 2.54	$ 2.18	$ 4.20	$ 2.80	$ 1.96	$ 45.92	$ 68.88	0.00	0.00	$ -
Lead Excavator Operator	$25.00	$ 0.20	$ 1.91	$ 0.56	$ 1.11	$ 2.27	$ 1.95	$ 3.75	$ 2.50	$ 1.75	$ 41.00	$ 61.50	120.00	25.00	$ 6,457.50
Backfill Excavator Operator	$21.50	$ 0.17	$ 1.64	$ 0.48	$ 0.95	$ 1.95	$ 1.68	$ 3.23	$ 2.15	$ 1.51	$ 35.26	$ 52.89	120.00	25.00	$ 6,320.36
Support Excavator Operator	$20.50	$ 0.16	$ 1.57	$ 0.46	$ 0.91	$ 1.86	$ 1.60	$ 3.08	$ 2.05	$ 1.44	$ 33.62	$ 50.43	0.00	0.00	$ -
Small Support Excavator Operator	$18.25	$ 0.15	$ 1.40	$ 0.41	$ 0.81	$ 1.66	$ 1.42	$ 2.74	$ 1.83	$ 1.28	$ 29.93	$ 44.90	0.00	0.00	$ -
Loader Operator #1	$25.75	$ 0.21	$ 1.97	$ 0.58	$ 1.14	$ 2.34	$ 2.01	$ 3.86	$ 2.58	$ 1.80	$ 42.23	$ 63.35	120.00	25.00	$ 6,777.92
Loader Operator #2	$21.00	$ 0.17	$ 1.61	$ 0.47	$ 0.93	$ 1.91	$ 1.64	$ 3.15	$ 2.10	$ 1.47	$ 34.44	$ 51.66	0.00	0.00	$ -
Dozer Operator #1	$19.00	$ 0.15	$ 1.45	$ 0.43	$ 0.84	$ 1.73	$ 1.48	$ 2.85	$ 1.90	$ 1.33	$ 31.16	$ 46.74	0.00	0.00	$ -
Dozer Operator #2	$17.00	$ 0.14	$ 1.30	$ 0.38	$ 0.75	$ 1.54	$ 1.33	$ 2.55	$ 1.70	$ 1.19	$ 27.88	$ 41.82	0.00	0.00	$ -
Lead Man	$20.00	$ 0.16	$ 1.53	$ 0.45	$ 0.89	$ 1.82	$ 1.56	$ 3.00	$ 2.00	$ 1.40	$ 32.80	$ 49.20	0.00	0.00	$ -
Pipelayer	$19.00	$ 0.15	$ 1.45	$ 0.43	$ 0.84	$ 1.73	$ 1.48	$ 2.85	$ 1.90	$ 1.33	$ 31.16	$ 46.74	0.00	0.00	$ -
Tail man #1	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
Tail man #2	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
Top Man	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
General Laborer	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
General Laborer	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	120.00	27.00	$ 4,383.72
General Laborer	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	80.00	11.00	$ 2,848.68
General Laborer	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
Project Manager	$55.00	$ 0.44	$ 4.21	$ 1.23	$ 2.44	$ 4.99	$ 4.29	$ 8.25	$ 5.50	$ 3.85	$ 90.20	$ 135.30	120.00	0.00	$ 10,824.00
Field Engineer	$25.00	$ 0.20	$ 1.91	$ 0.56	$ 1.11	$ 2.27	$ 1.95	$ 3.75	$ 2.50	$ 1.75	$ 41.00	$ 61.50	120.00	0.00	$ 4,920.00
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00	0.00	$ -
															$ 52,962.57

CREW MEMBERS	MONTHLY PER DIEM	WORKING DAYS PER MONTHLY	DAILY PER DIEM	DAY ON THIS WORK	EXTENDED COST
Superintendent	$ 2,250.00	22	$ 102.27	12.00	$ 1,227.27
Support Superintendent	$ 1,750.00	22	$ 79.55	0.00	$ -
Assistant Superintendent	$ 1,250.00	22	$ 56.82	0.00	$ -
Lead Excavator Operator	$ 800.00	22	$ 36.36	14.50	$ 527.27
Backfill Excavator Operator	$ 800.00	22	$ 36.36	15.95	$ 580.00
Support Excavator Operator	$ 800.00	22	$ 36.36	0.00	$ -
Small Support Excavator Operator	$ 800.00	22	$ 36.36	0.00	$ -
Loader Operator #1	$ 800.00	22	$ 36.36	14.70	$ 534.55
Loader Operator #2	$ 800.00	22	$ 36.36	0.00	$ -
Dozer Operator #1	$ 800.00	22	$ 36.36	0.00	$ -
Dozer Operator #2	$ 800.00	22	$ 36.36	0.00	$ -
Lead Man	$ 800.00	22	$ 36.36	0.00	$ -
Pipelayer	$ 800.00	22	$ 36.36	0.00	$ -
Tailman #1	$ 800.00	22	$ 36.36	0.00	$ -
Tailman #2	$ 800.00	22	$ 36.36	0.00	$ -
Top Man	$ 800.00	22	$ 36.36	0.00	$ -
General Laborer	$ 800.00	22	$ 36.36	0.00	$ -
General Laborer	$ 800.00	22	$ 36.36	13.90	$ 505.45
General Laborer	$ 800.00	22	$ 36.36	9.10	$ 330.91
General Laborer	$ 800.00	22	$ 36.36	0.00	$ -
Assistant Project Manager	$ 1,250.00	22	$ 56.82	12.00	$ 681.82
Administrative Support	$ 800.00	22	$ 36.36	12.00	$ 436.36
		22	$ -	0.00	$ -
		22	$ -	0.00	$ -
				TOTAL	$ 4,823.64

DAILY MEALS	EXTENDED COST
$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
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$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
$ -	$ -
TOTAL	$ -

WEEKS	DESCR.	RATE PER WEEK	EXTENDED COST	TOTAL SUBSISTANCE
1.71	Weeks	Lodging	$ -	$ -	$ 1,227.27
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
2.07	Weeks	Lodging	$ -	$ -	$ 527.27
2.28	Weeks	Lodging	$ -	$ -	$ 580.00
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
2.10	Weeks	Lodging	$ -	$ -	$ 534.55
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
1.99	Weeks	Lodging	$ -	$ -	$ 505.45
1.30	Weeks	Lodging	$ -	$ -	$ 330.91
0.00	Weeks	Lodging	$ -	$ -	$ -
1.71	Weeks	Lodging	$ -	$ -	$ 681.82
1.71	Weeks	Lodging	$ -	$ -	$ 436.36
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
			TOTAL	$ -	$ 4,823.64

To correctly quantify the cost of equipment on the time and materials works, you must determine the duration of the extra work (Hours, Days, Weeks or Months)
Then enter the appropriate quantity in its associated column. Enter the actual Operating Hours the equipment was utilized during the works. The sum of the time
the equipment is on site plus the actual utilization time will net in the total cost per equipment. (RATES FROM RENTAL RATE BLUE BOOK FOR CONSTRUCTION EQUIPMENT)

Equipment	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Cost/Hr	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
CAT 390 Excavator	$ 395.00	$ 2,645.00	$ 10,575.00	$ 37,765.00	$ 392.04	0.00	0.00	0.00	0.00	0.00	$ -
CAT 390 Excavator	$ 395.00	$ 2,645.00	$ 10,575.00	$ 37,765.00	$ 392.04	0.00	0.00	0.00	0.00	0.00	$ -
CAT 349 Excavator	$ 215.00	$ 1,535.00	$ 6,140.00	$ 21,920.00	$ 117.31	0.00	0.00	2.00	0.00	24.00	$ 27,100.94
CAT 336 Excavator	$ 165.00	$ 1,110.00	$ 4,440.00	$ 15,860.00	$ 173.57	0.00	0.00	0.00	0.00	0.00	$ -
CAT 330 Excavator	$ 135.00	$ 885.00	$ 3,540.00	$ 12,640.00	$ 139.30	0.00	0.00	0.00	0.00	0.00	$ -
CAT 315 Excavator	$ 99.00	$ 660.00	$ 2,640.00	$ 9,430.00	$ 93.21	0.00	0.00	0.00	0.00	0.00	$ -
CAT 980 Loader	$ 94.00	$ 625.00	$ 2,490.00	$ 8,895.00	$ 117.84	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 744 Loader	$ 115.00	$ 760.00	$ 2,990.00	$ 10,695.00	$ 122.60	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 644 Loader	$ 77.00	$ 515.00	$ 2,065.00	$ 7,365.00	$ 83.78	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 624 Loader	$ 64.00	$ 425.00	$ 1,700.00	$ 6,075.00	$ 32.97	0.00	1.00	3.00	0.00	58.00	$ 7,437.26
CAT D8 Dozer	$ 265.00	$ 1,705.00	$ 6,820.00	$ 24,350.00	$ 235.98	0.00	0.00	0.00	0.00	0.00	$ -
CAT D6 N Dozer	$ 135.00	$ 885.00	$ 3,530.00	$ 12,610.00	$ 125.48	0.00	0.00	0.00	0.00	0.00	$ -
CAT D6 K Dozer	$ 82.00	$ 545.00	$ 2,175.00	$ 7,760.00	$ 85.61	0.00	0.00	0.00	0.00	0.00	$ -
CAT D6 T Dozer	$ 150.00	$ 1,000.00	$ 4,005.00	$ 14,305.00	$ 143.50	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 850 Dozer	$ 180.00	$ 1,210.00	$ 4,840.00	$ 17,290.00	$ 169.60	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 420 Backhoe	$ 51.00	$ 340.00	$ 1,355.00	$ 4,835.00	$ 39.98	0.00	0.00	0.00	0.00	0.00	$ -
Sheepsfoot Compactor	$ 170.00	$ 1,145.00	$ 4,585.00	$ 16,375.00	$ 193.51	0.00	0.00	0.00	0.00	0.00	$ -
730 C Haul Truck	$ 130.00	$ 855.00	$ 3,420.00	$ 12,210.00	$ 124.71	0.00	0.00	0.00	0.00	0.00	$ -
745 C Haul Truck	$ 180.00	$ 1,205.00	$ 4,810.00	$ 17,180.00	$ 171.22	0.00	0.00	0.00	0.00	0.00	$ -
CAT 140 M Maintainer	$ 86.00	$ 570.00	$ 2,275.00	$ 8,115.00	$ 86.21	0.00	0.00	0.00	0.00	0.00	$ -
Water Truck 2000 Gallon	$ 20.00	$ 130.00	$ 515.00	$ 1,840.00	$ 37.32	0.00	0.00	0.00	0.00	0.00	$ -
Pick-up Truck	$ 10.00	$ 68.00	$ 270.00	$ 970.00	$ 16.75	0.00	0.00	0.00	0.00	0.00	$ -
Pick-up Truck	$ 10.00	$ 68.00	$ 270.00	$ 970.00	$ 16.75	0.00	0.00	0.00	0.00	0.00	$ -
Skid steer	$ 45.00	$ 275.00	$ 1,075.00	$ 3,800.00	$ 13.78	0.00	0.00	3.00	0.00	72.00	$ 4,299.84
Mini Excavator	$ -	$ -	$ -	$ -	$ -	0.00	0.00	0.00	0.00	0.00	$ -
										TOTALS	$ 38,838.04

Materials	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Thompson Pipe	CD9906291 & CD9906301	Pipe Repair Materials	1	LS	$ 98,541.75	$ 98,541.75
Rock & Hauling	WC200807, WC200808, WC200827, WC200832, WC200834, WC200840	Rock Solid Trucking	1	LS	$ 16,415.00	$ 16,415.00
Aggregate	APCO 70C1562237, Holtzclaw 5916	Aggregate	1	LS	$ 7,749.90	$ 7,749.90
Flowable Fill	70015642I	Flowable Fill	1	LS	$ 1,800.18	$ 1,800.18
Chain Link Fence	Zters 21129393	Fencing	1	LS	$ 3,504.00	$ 3,504.00
	Invoice 01	Traffic Control	1	LS	$ 1,980.16	$ 1,980.16
		Trench Safety Plan and Boxes	1	LS	$ 41,217.00	$ 41,217.00
	193474776002, 32071558001	Pump Rental/ Generator/mini excavator, sweeper, bucket	1	LS	$ 10,162.59	$ 10,162.59
					TOTALS	$ 181,370.58

Subcontractor	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Pothole/ Utility Locate	2192564	Badger Daylighting	1	LS	$ 4,932.66	$ 4,932.66
Equipment Hauling	565, 567, WC200782, 568	Heavy Hauling	1	LS	$ 9,490.60	$ 9,490.60
		Thompson Pipe Group	1	LS	$ 8,930.00	$ 8,930.00
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTALS	$ 23,353.26

Summary:	TOTALS
Direct Cost of Labor 30%	$ 68,851.34
Direct Cost of Per Diem 30%	$ 6,270.73
Direct Cost of Equipment 20%	$ 46,605.65
Direct Cost of Materials 15%	$ 208,576.17
Direct Cost of Subcontractor 20%	$ 28,023.91
Subtotal	$ 358,327.80
Discount	$ (702.67)
TOTAL COST	$ 357,625.13

Thompson Pipe

Created: Apr 30, 2021

INVOICE

Invoice Number CD99006291

Ship To
GARNEY COMPANIES INC
125 School Ave
Lowell, AR 72747

Remit To:
THOMPSON PIPE GROUP - PRESSURE
1003 MACARTHUR BLVD
GRAND PRAIRIE, TX 75050

Bill To
GARNEY COMPANIES INC
1333 N W VIVION ROAD
KANSAS CITY, MO 64118

Invoice Date	Apr 26, 2021
Terms of Payment	Net 30 Days
Currency Code	USD
Customer Number	100035540
Order Number	B217182
Purchase Order Number	7354-700-01M
Your Reference	48" LCP Closure Kit
Customer Email:	AP@garney.com

Pos	Plant	BOL No.	Ship Date	Part No. Description	Qty	Unit	Unit Price	Extended Price
1	ILSB	21036	23-APR-21	PF0481FFRCLOSESTOCK Piece No: F1 48inLCP DP FOLL/RING CLOS. 1/2inPL IWHE (6.00'LL)	6	LF	0.00	00.00
2	ILSB	21036	23-APR-21	PF0481FDBLSPIESTOCK Piece No: F2 48inLCP DBL SPIGOT ADPT IWHE (1.03'LL)	1.03	LF	0.00	00.00
3	ILSB	21036	23-APR-21	PP048TSMB6066ARR001 Piece No: S3 48inLCP DWC DP SH WHEANDI 16 GA MK308	12.87	LF	0.00	00.00
4	ILSB	21036	23-APR-21	PPAF-ACCN Piece No: 48" lcp laying gaskets	8	EA	0.00	00.00
5	ILSB	21036	23-APR-21	PPAF-ACCN Piece No: 48" lcp grout diapers	6	EA	0.00	00.00
6	ILSB	21036	23-APR-21	PPAF-ACCN Piece No: 48" lcp closure gaskets	2	EA	0.00	00.00
7	ILSB	21036	23-APR-21	PPAF-ACCN Piece No: closure bolts & nuts	32	EA	0.00	00.00
				Total Qty.	67.9	Sub Total		0.00

THOMPSON PIPEGROUP PRESSURE

Created: Apr 30, 2021

INVOICE

Invoice Number CD99006291

Add On for Line No.	AddOn Description	Qty.	Unit	Charge Price	Charge Net Amount
1	PC # F1 - FOLLOW RING CLOSURE	1	EA	37,743.00	37,743.00

Add On Charges	37,743.00
Freight	3,100.00
Total Exclusive Tax	40,843.00
Total Tax Amount	3,585.59
Invoice Amount	44,428.59

Customer Service# 972-262-3600	**Kindly note the change in our 'Remit To' address**

Note:

THOMPSON PIPE GROUP PRESSURE

Created May 13, 2021

INVOICE

Invoice Number CD99006338

Ship To
GARNEY COMPANIES INC
125 School Ave
Lowell, AR 72747

MAY 24 2021

Remit To:
THOMPSON PIPE GROUP - PRESSURE
1003 MACARTHUR BLVD
GRAND PRAIRIE, TX 75050

Bill To
GARNEY COMPANIES INC
1333 N W VIVION ROAD
KANSAS CITY, MO 64118

Invoice Date	May 10, 2021
Terms of Payment	Net 30 Days
Currency Code	USD
Customer Number	100035540
Order Number	B217182-1
Purchase Order Number	7354-700-01M
Your Reference	48" LCP Closure Kit
Customer Email:	AP@garney.com

Pos	Plant	BOL No.	Ship Date	Part No. Description	Qty	Unit	Unit Price	Extended Price
1	PLS	21067	28-APR-21	PPFSTECHSVC Piece No: FIELD REP JOBSITE VISIT Oversite 4/27-4/29- Brian Booth	2	EA	1,500.00	3,000.00
2	PLS	21067	28-APR-21	PPFSTECHSVC Piece No: FIELD REP JOBSITE VISIT- 5/3-5/4- Jason Bohanon	1	EA	1,500.00	1,500.00
3	PLS	21067	28-APR-21	PPFSTECHSVC Piece No: Flight and Car Rental Expenses-4/27- Brian Booth	1	EA	1,035.00	1,035.00
4	PLS	21067	28-APR-21	PPFSTECHSVC Piece No: PER DIEM TOTAL	4	EA	350.00	1,400.00
5	PLS	21067	28-APR-21	PPFSTECHSVC Piece No: TRAVEL TIME TOTAL -ROUND TRIP	21	EA	95.00	1,995.00
				Total Qty.	29.00	Sub Total		8,930.00
					Total Exclusive Tax			8,930.00
					Total Tax Amount			0.00
					Invoice Amount			8,930.00

Customer Service#
972-262-3600

Kindly note the change in our 'Remit To' address

Note:

Report: Invoice

Page 1 of 1

Created: May 5, 2021

INVOICE

Invoice Number CD99006301

Ship To
GARNEY COMPANIES INC
125 School Ave
Lowell, AR 72747

Remit To:
THOMPSON PIPE GROUP - PRESSURE
1003 MACARTHUR BLVD
GRAND PRAIRIE, TX 75050

Bill To
GARNEY COMPANIES INC
1333 N W VIVION ROAD
KANSAS CITY, MO 64118

Invoice Date	May 3, 2021
Terms of Payment	Net 30 Days
Currency Code	USD
Customer Number	100035540
Order Number	B217182
Purchase Order Number	7354-700-01M
Your Reference	48" LCP Closure Kit
Customer Email:	AP@garney.com

Pos	Plant	BOL No.	Ship Date	Part No. Description	Qty	Unit	Unit Price	Extended Price
1	ILSB	21073	30-APR-21	PPAF-ACCN Piece No: 48" lcp laying gaskets	2	EA	0.00	00.00
2	ILSB	21073	30-APR-21	PPAF-ACCN Piece No: 48" lcp grout diapers	2	EA	0.00	00.00
3	ILSB	21073	30-APR-21	PP048T0TB6059ARR001 Piece No: 48" LCP DP STR MK185 DWC STR 16GA	1	EA	23,385.00	23,385.00
4	ILSB	21073	30-APR-21	PP048T0TB6059ARR001 Piece No: 48" LCP DP STR MK185 DWC STR 16GA	1	EA	23,385.00	23,385.00
				Total Qty.	6.00	Sub Total		46,770.00
						Freight		2,900.00
						Total Exclusive Tax		49,670.00
						Total Tax Amount		4,443.16
						Invoice Amount		54,113.16

Customer Service#
972-262-3600

Kindly note the change in our 'Remit To' address

Note:

Report: Invoice

Page 1 of 1

Flowable Fill

arhhola
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Return Service Requested

Customer No: 202185
Invoice No: 7001564211
Inv Date: 05/15/21
Page: Page 1 of 2
Customer PO: 7354
Customer Job: Bentonville Repair

MAY 2 4 2021

3396000155 PRESORT PBPS001 <>

GARNEY COMPANIES INC
1700 SWIFT AVE
KANSAS CITY MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: 125 SCHOOL AVE/ LOWELL

Ordered By: 573-855-6732

Date		Item	Description	Quantity	UM	Unit Price	MatlTotal	TaxCode	TaxTotal	Total
Ticket #: 50796371									**From: 05007 Readymix - Springdale**	
05/11/21	50796371	311VB668	FLOWABLE SELECT	9.00	CY	90.00	810.00	AR04000408	76.95	886.95
05/11/21	50796371	998250	ENERGY SURCHARGE	1.00	TON	10.00	10.00	AR04000408	0.95	10.95
05/11/21	50796371	998200	ENVIRONMENTAL SURCHARGE	1.00	EA	2.00	2.00	AR04000408	0.19	2.19
Total			**Cubic Yards of Readymix**	**9.00**			**822.00**		**78.09**	**900.09**
Ticket #: 50796379									**From: 05007 Readymix - Springdale**	
05/11/21	50796379	311VB668	FLOWABLE SELECT	9.00	CY	90.00	810.00	AR04000408	76.95	886.95
05/11/21	50796379	998250	ENERGY SURCHARGE	1.00	TON	10.00	10.00	AR04000408	0.95	10.95
05/11/21	50796379	998200	ENVIRONMENTAL SURCHARGE	1.00	EA	2.00	2.00	AR04000408	0.19	2.19
Total			**Cubic Yards of Readymix**	**9.00**			**822.00**		**78.09**	**900.09**
			Total Invoice:				**1,644.00**		**156.18**	**1,800.18**

Total Cubic Yards of Readymix for this Invoice 18.00

Invoice Taxing Authority Summary:

ARI AR State Sales Tax	**106.86**
ARI0400 AR Benton County	**16.44**
ARI0408 AR Lowell	**32.88**

*Our terms are Net 30 Days. Questions: Please email us at remit-toAR@apac.com. **Don't be a victim of cyber fraud!** Our banking details will NEVER change. If you receive any correspondence requesting a change to our banking details, please contact us immediately. THANK YOU FOR YOUR BUSINESS!!*

arhhola
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Customer No: 202185
Invoice No: 7001564211
Inv Date: 05/15/21
Page: Page 2 of 2
Customer PO: 7354
Customer Job: Bentonville Repair

MAY 2 4 2021

Garney Companies Inc
1700 Swift Ave
Kansas City MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: 125 SCHOOL AVE/ LOWELL

Ordered By: 573-855-6732

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: **1,800.18**

Amount Paid: _____

Customer Name: Garney Companies Inc
Customer No: 202185
Invoice #: 7001564211
Date: 05/15/21
Customer Job: Bentonville Repair
Customer PO: 7354
Due Date: 06/14/21

If you have any questions about your invoice please call 479-587-3300

Remit Payment To: **APAC-Central, Inc.**
PO Box 9208
Fayetteville, AR 72703

Please provide your email address below if you would like to start receiving your invoices via email

_____

page 2 of 2

Aggregate Hauling

apac
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Return Service Requested

Customer No: 202185
Invoice No: 7001557786
Inv Date: 05/01/21
Page: Page 1 of 2
Customer PO: 125 School Ave, Lowe
Customer Job: Q707323 Bentonvill

MAY 1 1 2021

PRESORT PBPS001 <>

GARNEY COMPANIES INC
1700 SWIFT AVE
KANSAS CITY MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: Mason 573.855.6732 49N EX78 R-264 L-71B L-School
willLowell, AR

Date	Ticket#	Truck#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 00006 Stone - Springdale Quarry													
MATERIAL:	3/4" CLEAN												
04/26/21	600561585	191	031800	3/4" CLEAN	21.95	TON	16.00	21.95	3.25	351.20	71.34	40.14	462.68
04/26/21	600561586	194	031800	3/4" CLEAN	22.28	TON	16.00	22.28	3.25	356.48	72.41	40.74	469.63
04/26/21	600561587	47	031800	3/4" CLEAN	18.25	TON	16.00	18.25	3.25	292.00	59.31	33.37	384.68
04/26/21	600561606	20	031800	3/4" CLEAN	21.77	TON	16.00	21.77	3.25	348.32	70.75	39.81	458.88
04/26/21	600561607	60	031800	3/4" CLEAN	22.64	TON	16.00	22.64	3.25	362.24	73.58	41.40	477.22
04/26/21	600561609	58	031800	3/4" CLEAN	22.40	TON	16.00	22.40	3.25	358.40	72.80	40.96	472.16
04/26/21	600561628	194	031800	3/4" CLEAN	21.99	TON	16.00	21.99	3.25	351.84	71.47	40.21	463.52
04/26/21	600561629	47	031800	3/4" CLEAN	18.45	TON	16.00	18.45	3.25	295.20	59.96	33.74	388.90
Total :	3/4" CLEAN				169.73			TON		2,715.68	551.62	310.37	3,577.67
Total :	**Material**	3/4" CLEAN			169.73					2,715.68	551.62	310.37	3,577.67
				Total Invoice:	169.73					2,715.68	551.62	310.37	3,577.67

Invoice Taxing Authority Summary:

ARI	AR State Sales Tax	212.40
ARI0400	AR Benton County	32.67
ARI0408	AR Lowell	65.35

*Our terms are Net 30 Days. Questions: Please email us at remit-toAR@apac.com. **Don't be a victim of cyber fraud!** Our banking details will NEVER change. If you receive any correspondence requesting a change to our banking details, please contact us immediately. THANK YOU FOR YOUR BUSINESS!!*

page 1 of 2

apac
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Customer No: 202185
Invoice No: 7001557786
Inv Date: 05/01/21
Page: Page 2 of 2
Customer PO: 125 School Ave, Lowe
Customer Job: Q707323 Bentonvill

Garney Companies Inc
1700 Swift Ave
Kansas City MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: Mason 573.855.6732 49N EX78 R-264 L-71B L-School willLowell, AR

MAY 1 1 2021

Date	Ticket#	Truck#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 3,577.67

Amount Paid: _____

Customer Name: Garney Companies Inc
Customer No: 202185
Invoice #: 7001557786
Date: 05/1/21
Customer Job: Q707323 Bentonvill
Customer PO: 125 School Ave, Lowe
Due Date: 05/31/21

If you have any questions about your invoice please call 479-587-3300

Remit Payment To: APAC-Central, Inc.
PO Box 9208
Fayetteville, AR 72703

Please provide your email address below if you would like to start receiving your invoices via email

_____

page 2 of 2

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200807	05/05/2021	$1,912.50	05/12/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
04/26/2021	**Hourly Trucking**	TICKET#601983 125 SCHOOL AVE HAUL OFF TRUCK#RS54	1.50	75.00	112.50
04/26/2021	**Hourly Trucking**	TICKET#601060 125 SCHOOL AVE HAUL OFF TRUCK#RS51	3.50	75.00	262.50
04/27/2021	**Hourly Trucking**	TICKET#24982 125 SCHOOL AVE HAUL OFF TRUCK#05	7.50	75.00	562.50
04/27/2021	**Hourly Trucking**	TICKET#601071 125 SCHOOL AVE HAUL OFF TRUCK#RS51	13	75.00	975.00

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$1,912.50**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200808	05/05/2021	$1,350.00	05/12/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
04/27/2021	**Hourly Trucking**	TICKET#5968 04/27/2021 LOWELL HIGH SCHOOL HAUL OFF TRUCK#BE33	5.50	75.00	412.50
04/27/2021	**Hourly Trucking**	TICKET#4989 04/27/2021 LOWELL HIGH SCHOOL HAUL OFF TRUCK#BE11E	5.50	75.00	412.50
04/27/2021	**Hourly Trucking**	TICKET#5414 04/27/2021 LOWELL HIGH SCHOOL HAUL OFF TRUCK#BE13	7	75.00	525.00

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$1,350.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200827	05/10/2021	$5,865.00	05/17/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/03/2021	**Hourly Trucking**	TICKET#25071 123 N SCHOOL AVE HAUL OFF TRUCK#A01	7	75.00	525.00
05/03/2021	**Hourly Trucking**	TICKET#24557 123 N SCHOOL AVE HAUL OFF TRUCK#01	10.30	75.00	772.50
05/03/2021	**Hourly Trucking**	TICKET#601393 123 N SCHOOL AVE HAUL OFF TRUCK#03	7	75.00	525.00
05/05/2021	**Hourly Trucking**	TICKET#601383 123 N SCHOOL AVE HAUL OFF TRUCK#03	7.30	75.00	547.50
05/05/2021	**Hourly Trucking**	TICKET#24989 123 N SCHOOL AVE HAUL OFF TRUCK#05	7	75.00	525.00
05/05/2021	**Hourly Trucking**	TICKET#25064 123 N SCHOOL AVE HAUL OFF TRUCK#07	6.30	75.00	472.50
05/05/2021	**Hourly Trucking**	TICKET#24558 123 N SCHOOL AVE HAUL OFF TRUCK#01	6.30	75.00	472.50
05/05/2021	**Hourly Trucking**	TICKET#24602 123 N SCHOOL AVE HAUL OFF TRUCK#504	6.50	75.00	487.50

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/06/2021	**Hourly Trucking**	TICKET#601456 123 N SCHOOL AVE HAUL OFF TRUCK#06	14	75.00	1,050.00
05/07/2021	**Hourly Trucking**	TICKET#24588 123 N SCHOOL AVE HAUL OFF TRUCK#504	2.50	75.00	187.50
05/07/2021	**Hourly Trucking**	TICKET#601387 123 N SCHOOL AVE HAUL OFF TRUCK#03	2	75.00	150.00
05/07/2021	**Hourly Trucking**	TICKET#601077 123 N SCHOOL AVE HAUL OFF TRUCK#51	2	75.00	150.00

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$5,865.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200832	05/10/2021	$2,587.50	05/17/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/03/2021	**Hourly Trucking**	TICKET#25035 SCHOOL, RD, LOWELL HAUL OFF TRUCK#503	6.50	75.00	487.50
05/05/2021	**Hourly Trucking**	TICKET#25030 SCHOOL RD, LOWELL HAUL OFF TRUCK#503	7.50	75.00	562.50
05/06/2021	**Hourly Trucking**	TICKET#22818 123 N SCHOOL AVE, LOWELL HAUL OFF TRUCK#06	14.50	75.00	1,087.50
05/07/2021	**Hourly Trucking**	TICKET#23404 123 N SCHOOL AVE, LOWELL HAUL OFF TRUCK#06	4	75.00	300.00
05/07/2021	**Hourly Trucking**	TICKET#25029 SCHOOL RD, LOWELL HAUL OFF TRUCK#503	2	75.00	150.00

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$2,587.50**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200834	05/17/2021	$2,400.00	05/24/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/12/2021	**Hourly Trucking**	TICKET#23609 123 SCHOOL LOWELL RED DIRT TRUCK#03	10.50	75.00	787.50
05/12/2021	**Hourly Trucking**	TICKET#601485 123 SCHOOL LOWELL RED DIRT TRUCK#06	10.50	75.00	787.50
05/12/2021	**Hourly Trucking**	TICKET#600798 123 SCHOOL LOWELL RED DIRT TRUCK#09	8.25	75.00	618.75
05/12/2021	**Hourly Trucking**	TICKET#601113 123 SCHOOL LOWELL RED DIRT TRUCK#RS54	2.75	75.00	206.25

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$2,400.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200840	05/17/2021	$1,000.00	05/24/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/13/2021	**LOW BOY FEE**	TICKET#600803 123 N SCHOOL METAL TRUCK#26	3.50	125.00	437.50
05/14/2021	**LOW BOY FEE**	TICKET#600800 123 N SCHOOL GRAVEL FROM LOWELL TO SILOAM SPRING TRUCK#26	4.50	125.00	562.50

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$1,000.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200857	05/25/2021	$300.00	06/01/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
04/27/2021	**Hourly Trucking**	LATE TICKET TICKET#23340 123 SCHOOL LOWELL HAUL OFF TRUCK#A-01	4	75.00	300.00

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$300.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200840	05/17/2021	$1,000.00	05/24/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/13/2021	**LOW BOY FEE**	TICKET#600803 123 N SCHOOL METAL TRUCK#26	3.50	125.00	437.50
05/14/2021	**LOW BOY FEE**	TICKET#600800 123 N SCHOOL GRAVEL FROM LOWELL TO SILOAM SPRING TRUCK#26	4.50	125.00	562.50

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$1,000.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

Mobilization/ Heavy Haul

NWA Heavy Haul & Transport, Inc.

2200 S Old Missouri Rd
Suite B
Springdale, AR. 72764

Invoice

Date	Invoice #
4/29/2021	565

Bill To
Garney Construction

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
4.5	Moved Conex & trench box #4566 from Watts OK to Lowell AR on 4/23/2021	125.00	562.50
1	AR HWY PERMITS	24.20	24.20

Thank you for your business. If you have any questions please give us a call at 479-435-1054.

Total $586.70

NWA Heavy Haul & Transport, Inc.

2200 S Old Missouri Rd
Suite B
Springdale, AR. 72764

Invoice

Date	Invoice #
4/29/2021	567

Bill To
Garney Construction

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
4.5	Moved 349 Cat #0479 from Siloam Springs to Lowell on 4/26/2021	200.00	900.00
4.5	pilot 1	55.00	247.50
4.5	pilot 2	55.00	247.50
1	AR HWY PERMITS	523.60	523.60

Thank you for your business. If you have any questions please give us a call at 479-435-1054.

Total $1,918.60

Rock Solid Trucking & Excavating LLC.
5475 COLVIN PL
Lowell, AR 72745
479-657-5831
rocksolidtruckingexcavation@gmail.com

Invoice



BILL TO
GARNEY CONSTRUCTIONS

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
WC200782	04/23/2021	$375.00	04/30/2021	Net 7	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
04/23/2021	**Hourly Trucking**	TICKET#600485 04/23/21 BENTONVILLE REPAIR MOVED WHEEL LOADER FROM SILOAM SPRING, LOWELL TRUCK# LB	3	125.00	375.00

Your invoice and tickets are attached. Please remit payment at your earliest convenience.

BALANCE DUE **$375.00**

Thank you for your business - we appreciate it very much.

Sincerely,
Rock Solid Trucking & Excavating

NWA Heavy Haul & Transport, Inc.

2200 S Old Missouri Rd
Suite B
Springdale, AR. 72764

Invoice

Date	Invoice #
5/12/2021	634

Bill To
Garney Construction

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
5	Moved trench boxes from Lowell to Siloam Springs on 5/13/2021	125.00	625.00
1	AR HWY PERMITS	24.00	24.00

Thank you for your business. If you have any questions please give us a call at 479-435-1054.

Total $649.00

NWA Heavy Haul & Transport, Inc.

2200 S Old Missouri Rd
Suite B
Springdale, AR. 72764

Invoice

Date	Invoice #
4/29/2021	568

Bill To
Garney Construction

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
8.5	Moved 349 #7865 from Fort Smith to Lowell on 4/27/2021	200.00	1,700.00
8.5	pilot 1	55.00	467.50
8.5	pilot 2	55.00	467.50
1	AR HWY PERMITS	1,155.00	1,155.00

Thank you for your business. If you have any questions please give us a call at 479-435-1054.

Total $3,790.00

NWA Heavy Haul & Transport, Inc.

2200 S Old Missouri Rd
Suite B
Springdale, AR. 72764

Invoice

Date	Invoice #
5/20/2021	636

Bill To
Garney Construction

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
3.5	Moved 349 #3284 from Lowell to West Siloam Springs on 5/13/2021	200.00	700.00
3.5	pilot #1	55.00	192.50
1	AR HWY PERMITS	514.80	514.80

Thank you for your business. If you have any questions please give us a call at 479-435-1054.

Total $1,407.30

NWA Heavy Haul & Transport, Inc.

2200 S Old Missouri Rd
Suite B
Springdale, AR. 72764

Invoice

Date	Invoice #
5/20/2021	638

Bill To
Garney Construction

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
5	Moved JD Loader from Lowell to Siloam Springs on 5/13/2021	125.00	625.00
1	AR HWY PERMITS	139.00	139.00

Thank you for your business. If you have any questions please give us a call at 479-435-1054.

Total $764.00

Rental Equipment

HercRentals™

27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

FINAL INVOICE

INVOICE NO.	INVOICE DATE
32071558-001	04/21/2021
INVOICE AMOUNT	CURRENCY
$ 348.52	USD
CUSTOMER NO.	TERMS
0403535	Due Upon Receipt

ACH PAYMENT

Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals

CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	PROCONTROL www.HercRentals.com

PAY BY PHONE/QUESTIONS: 877-953-8778

AMOUNT ENCLOSED: $

BILL TO:

GARNEY CONSTRUCTION
1700 SWIFT ST
NORTH KANSAS CITY, MO 64116

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
BENTONVILLE REPAIR	53456454	0403535	BLAKE CURTIS
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
DANIEL MURRAY	CUSTOMER	WET SIGNATURE	JACOB BROWN

JOB #/SITE
1 - EMERGENCY REPAIR

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	PUMP VAC ASSIST 6IN DSL IC#: 616600027 CAT/Class: 8011230 Make: PIONEER Model: PP66S12L Ser #: 12805 Hours Free: HR OUT: 342.200 HR IN: 345.000 TOTAL: 2.800 FREE: 8.000 EXCESS: 0 HRS CHG: 15.469 AR PROPERTY TAX RECOVERY FEE 2217999900	8/ 247.50	41.25	247.50 8	720.00 40	1785.00 176	247.50 3.09
1	ORAFLEX DISCHARGE HOSE CAM CPLNG 6X50 9207118	8/ 33.30	5.55	33.30	96.30	273.70	33.30
1	KANAFLEX SUCTION HOSE CAM CPLNG 6X20 9206012	8/ 32.40	5.40	32.40	99.00	280.50	32.40

To ensure accurate payment processing, please include a remittance with your payment.
If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.
Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.
If paying with Check by Phone, call 877-953-8778 (option 1, option 1).

Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
EMERGENCY REPAIR
125 N SCHOOL AVE
LOWELL, AR 72745

RENTED FROM:
HERC RENTALS 438
4269 WAGON WHEEL ROAD
SPRINGDALE, AR 72762
PH: 479-750-3313

RENTAL HOURS:		19.72
INVOICE FROM:	4/21/21	15:01
INVOICE TO:	4/22/21	11:43

RENTAL START DATE: 4/21/21 15:00

	Original	Adjustment	Total
RENTAL CHARGES	313.20		313.20
OTHER CHARGES	3.09		3.09
TAXABLE CHARGES	313.20		313.20
TAX	32.23		32.23
TOTAL CHARGES	348.52		348.52

LATE CHARGES MAY APPLY

CUSTOMER #: 0403535 RES/QUOTE #:53456454 INVOICE #: 32071558-001 INVOICE DATE: 04/21/2021

HercRentals™

27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

FINAL INVOICE

INVOICE NO.	INVOICE DATE
32085323-001	05/17/2021
INVOICE AMOUNT	CURRENCY
$ 3598.96	USD
CUSTOMER NO.	TERMS
0403535	Due Upon Receipt

ACH PAYMENT

Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals

CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	PROCONTROL www.HercRentals.com

PAY BY PHONE/QUESTIONS: 877-953-8778

AMOUNT ENCLOSED: $

BILL TO:

GARNEY CONSTRUCTION
1700 SWIFT ST
NORTH KANSAS CITY, MO 64116

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
EMERGENCY REPAIR		0403535	BLAKE CURTIS
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
DANIEL MURRAY	CUSTOMER	WET SIGNATURE	ANDERSEN D. ALLEN

JOB #/SITE
1 - EMERGENCY REPAIR

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	PUMP VAC ASSIST 6IN DSL IC#: 616600027 CAT/Class: 8011230 Make: PIONEER Model: PP66S12L Ser #: 12805 Hours Free: HR OUT: 343.000 HR IN: 648.000 TOTAL: 305.000 FREE: 176.000 EXCESS: 129.000 HRS CHG: 5.071 AR PROPERTY TAX RECOVERY FEE 2217999900	8/ 247.50	41.25	247.50 8	720.00 40	1785.00 176	2677.50 33.47
1	ORAFLEX DISCHARGE HOSE CAM CPLNG 6X50 9207118	8/ 33.30	5.55	33.30	96.30	273.70	273.70
1	KANAFLEX SUCTION HOSE CAM CPLNG 6X20 9206012	8/ 32.40	5.40	32.40	99.00	280.50	280.50

To ensure accurate payment processing, please include a remittance with your payment.
If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.
Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.
If paying with Check by Phone, call 877-953-8778 (option 1, option 1).

Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
EMERGENCY REPAIR
125 N SCHOOL AVE
LOWELL, AR 72745

RENTED FROM:
HERC RENTALS 438
4269 WAGON WHEEL ROAD
SPRINGDALE, AR 72762
PH: 479-750-3313

RENTAL DAYS:		20
INVOICE FROM:	4/27/21	13:52
INVOICE TO:	5/17/21	14:20

RENTAL START DATE: 4/27/21 13:51

	Original	Adjustment	Total
RENTAL CHARGES	3231.70		3231.70
OTHER CHARGES	33.47		33.47
TAXABLE CHARGES	3231.70		3231.70
TAX	333.79		333.79
TOTAL CHARGES	3598.96		3598.96

LATE CHARGES MAY APPLY

CUSTOMER #: 0403535 RES/QUOTE #: INVOICE #: 32085323-001 INVOICE DATE: 05/17/2021

Page 1 of 1

United Rentals

BRANCH 032
2505 N.24TH. ST.
ROGERS AR 72756
479-636-7368

PARTIAL RETURN INVOICE

193090337-004

Customer #	: 382816
Invoice Date	: 05/17/21
Rental Out	: 04/26/21 08:00 AM
Rental In	: 05/17/21 12:19 PM
UR Job Loc	: 150 N SCHOOL AVE # 1
UR Job #	: 2374
Customer Job ID:	
P.O. #	: 7354
Requested By	: DANIEL MURRAY
Approved By	: EJ JILES
Salesperson	: HEYLE JACOBSON

Job Site

WATER LINE
150 N SCHOOL AVE # 172
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST WESTERN REGION
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Invoice Amount: $1,708.10

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10605068	GENERATOR 19-29 KVA TIER 4		334.00	776.00	2,038.00	1,019.00
		(Triple Shift) Single Shift Rate->		167.00	388.00	1,019.00	
		Make: WACKER Model: G25 T4F					
		Serial: 24371735 Meter out: 5545.80 Meter in: 5796.30				Meter chg:	509.50
						Rental Subtotal:	1,528.50

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	19.106	EACH	19.11
1	REFUELING SERVICE CHARGE SMALL EQUIPMEN	[FUEL SMALL EQ/MCI]		EACH	N/C
				Sales/Misc Subtotal:	19.11
				Agreement Subtotal:	1,547.61
				Tax:	160.49
				Total:	1,708.10

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941
DEL./PKU LOC. SELECTED BY MAP PIN OPTION

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

WARREN CAT THE Rental STORE

3601 N. GARNETT RD
TULSA, OK 74116
PHONE: 918-660-2353 FAX: 918-660-2392

RENTAL INVOICE

Cycle

INVOICE B0255802

ACCT#: 3346950
INVOICE DATE: 04/26/2021
INVOICE AMOUNT: $1,596.00

PO #: 7332
ORDERED BY: DANIEL MURRAY
505-716-1941

JOBSITE INFO: WEST SILOAM SPNG
W SILOAM SPRING
475478 E 610 RD,
WATTS, OK74964

CONTACT NAME: DANIEL MURRAY
CONTACT PHONE: 505-716-1941

GARNEY CONSTRUCTION
1700 SWIFT STREET
KANSAS CITY, MO 64116
US

DATE OUT: 03/09/2021 TUE 08:00 AM
BILLED FROM: 04/06/2021 TUE 08:00 AM
BILLED THRU: 05/04/2021 TUE 08:00 AM

SALES REP: ANGEL HERNANDEZ(G-1-643)
WRITTEN BY: JESSE SANDERS

QTY	DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
Rental Items					
1.	ID NO: C93353 SERIAL NO: 0MCN17081 EXCAVATOR TB LINKAGE BUCKET 30" - 54" - TB BKT36	$173	$506	$1,449	1,449.00
	PAYMENT DUE UPON RECEIPT OF INVOICE. PLEASE VERIFY THAT PAYMENT HAS BEEN MADE ***** THANK YOU FOR YOUR BUSINESS ***** CUSTOMER MUST ACQUIRE CALL OFF CONFIRMATION NUMBER IN ORDER TO STOP BILLING				
				Rental Subtotal:	**1,449.00**
Miscellaneous Items					
1	ENVIRONMENTAL				21.74
	OKLAHOMA STATE TAX				66.18
	TULSA CITY/TULSA TAX				53.68
	TULSA COUNTY TAX				5.40

Billed for 4 weeks from 4/6/2021 8:00 AM thru 5/4/2021 8:00 AM

Please Remit Payment To:
P.O. Box 842116
Dallas, Texas 75284-2116

Invoice Total **1,596.00**

Terms of Payment: Unless specific terms of payment are stated above, which shall then be the governing terms hereof, this invoice shall otherwise be due and payable in full 30 days from the invoice date. Performance under this invoice along with jurisdiction and venue shall be in Tulsa County, Oklahoma. TITLE TO EQUIPMENT LISTED ON THIS INVOICE SHALL REMAIN IN WARREN CAT UNTIL PURCHASE PRICE IS PAID IN FULL. Claims for damages and shortages will not be considered unless made within fifteen days after receipt of shipment. Our responsibility ceases upon obtaining receipt from transportation company. Acceptance of goods or services constitutes acceptance of the Warren Cat Standard Terms and Conditions which are incorporated by reference and available at http://www.warrencat.com/terms-conditions or upon request.

United Rentals

BRANCH 18J
4268 HAILE LANE
SPRINGDALE AR 72762
479-750-7368
479-419-9926 FAX

RENTAL RETURN INVOICE

193443281-002

Job Site
WATER LINE
150 N SCHOOL AVE # 172
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST WESTERN REGION
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 382816
Invoice Date	: 05/07/21
Rental Out	: 05/04/21 02:03 PM
Rental In	: 05/06/21 12:54 PM
UR Job Loc	: 150 N SCHOOL AVE # 1
UR Job #	: 2374
Customer Job ID:	
P.O. #	: 7354
Requested By	: DANIEL MURRAY
Approved By	: EJ JILES
Salesperson	: HEYLE JACOBSON

Invoice Amount: $984.40

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10508025	MINI EXCAVATOR 10000-14000# Make: TAKEUCHI Model: TB260C Serial: 126101506 Meter out: 1812.30 Meter in: 1813.40	330.00	340.00	867.00	2,147.00	680.00
1	907/0545	MINI EXCAVATOR BUCKET 24"					N/C
					Rental Subtotal:		680.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	8.500	EACH	8.50
.50	DIESEL FUEL	[DSL/MCI]	7.000	EACH	3.50
1	DELIVERY CHARGE		100.000	EACH	100.00
1	PICKUP CHARGE		100.000	EACH	100.00
				Sales/Misc Subtotal:	212.00
				Agreement Subtotal:	888.50
				Fuel:	3.50
				Tax:	92.40
				Total:	984.40

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941
DEL./PKU LOC. SELECTED BY MAP PIN OPTION

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

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United Rentals

BRANCH 633
2795 MCCONNELL ROAD
FAYETTEVILLE AR 72704-5523
479-442-4233

RENTAL RETURN INVOICE

193474776-002

Customer #	: 382816
Invoice Date	: 05/10/21
Rental Out	: 05/05/21 10:17 AM
Rental In	: 05/08/21 08:10 AM
UR Job Loc	: 150 N SCHOOL AVE # 1
UR Job #	: 2374
Customer Job ID:	
P.O. #	: TBD
Requested By	: DANIEL MURRAY
Approved By	: EJ JILES
Salesperson	: HEYLE JACOBSON

Job Site

WATER LINE
150 N SCHOOL AVE # 172
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST WESTERN REGION
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Invoice Amount: $665.21

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10516551	MINI EXCAVATOR 2000-2999# Make: TAKEUCHI Model: TB210R Serial: 211000902 Meter out: 1077.40 Meter in: 1087.40		207.00	489.00	1,129.00	489.00
1	36708BLA	TRAILER TILT 8'-14' UP TO 7K SINGLE Make: TOW MASTER Model: T5DT-14 Serial: 4KNTT1415HL160566		50.00	100.00	200.00	100.00

Rental Subtotal: 589.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	7.362	EACH	7.36
1	DIESEL FUEL	[DSL/MCI]	7.000	EACH	7.00

Sales/Misc Subtotal: 14.36

Agreement Subtotal: 596.36
Fuel: 7.00
Tax: 61.85
Total: 665.21

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941
DEL./PKU LOC. SELECTED BY MAP PIN OPTION

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Page: 1

United Rentals

BRANCH 18J
4268 HAILE LANE
SPRINGDALE AR 72762
479-750-7368
479-419-9926 FAX

RENTAL RETURN INVOICE

193830189-001

Job Site
WATER LINE
150 N SCHOOL AVE # 172
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST WESTERN REGION
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 382816
Invoice Date	: 06/04/21
Rental Out	: 05/14/21 12:23 PM
Rental In	: 05/18/21 12:06 PM
UR Job Loc	: 150 N SCHOOL AVE # 1
UR Job #	: 2374
Customer Job ID:	
P.O. #	: 7354
Requested By	: DANIEL MURRAY
Approved By	: EJ JILES
Salesperson	: HEYLE JACOBSON

Invoice Amount: $1,261.40

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	43176RLA	SWEEPER 8' 4 WHEEL CAB Make: BROCE MANF Model: RCT-350 Serial: 410130 Meter out: 1.00 Meter in: 1.00		367.00	931.00	1,968.00	931.00
						Rental Subtotal:	931.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	11.637	EACH	11.64
1	DELIVERY CHARGE		100.000	EACH	100.00
1	PICKUP CHARGE		100.000	EACH	100.00
				Sales/Misc Subtotal:	211.64
				Agreement Subtotal:	1,142.64
				Tax:	118.76
				Total:	1,261.40

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941
DEL./PKU LOC. SELECTED BY MAP PIN OPTION

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Aggregate

apac
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Return Service Requested

Customer No: 202185
Invoice No: 7001562232
Inv Date: 05/08/21
Page: Page 1 of 2
Customer PO: 7354
Customer Job: Q707323 Bentonwill

MAY 18 2021

2%20000315 PRESORT PBPS001 <>

GARNEY COMPANIES INC
1700 SWIFT AVE
KANSAS CITY MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: Mason 573.855.6732 49N EX78 R-264 L-71B L-School
willLowell, AR

Date	Ticket#	Truck#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 00006 Stone - Springdale Quarry													
MATERIAL:	3/4" CLEAN												
05/7/21	600564360	219	031800	3/4" CLEAN	22.88	TON	16.00	22.88	3.25	366.08	74.36	41.84	482.28
05/7/21	600564361	52	031800	3/4" CLEAN	22.93	TON	16.00	22.93	3.25	366.88	74.52	41.93	483.33
05/7/21	600564362	43	031800	3/4" CLEAN	19.44	TON	16.00	19.44	3.25	311.04	63.18	35.55	409.77
05/7/21	600564367	18	031800	3/4" CLEAN	22.48	TON	16.00	22.48	3.25	359.68	73.06	41.11	473.85
05/7/21	600564368	15	031800	3/4" CLEAN	23.27	TON	16.00	23.27	3.25	372.32	75.63	42.56	490.51
Total :	3/4" CLEAN				111.00			TON		1,776.00	360.75	202.99	2,339.74
Total :	**Material**	3/4" CLEAN			111.00					1,776.00	360.75	202.99	2,339.74
				Total Invoice:	111.00					1,776.00	360.75	202.99	2,339.74

Invoice Taxing Authority Summary:

ARI	**AR State Sales Tax**	**138.89**
ARI0400	**AR Benton County**	**21.36**
ARI0408	**AR Lowell**	**42.73**

*Our terms are Net 30 Days. Questions: Please email us at remit-toAR@apac.com. **Don't be a victim of cyber fraud!** Our banking details will NEVER change. If you receive any correspondence requesting a change to our banking details, please contact us immediately. THANK YOU FOR YOUR BUSINESS!!*

page 1 of 4

apac
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Customer No: 202185
Invoice No: 7001562237
Inv Date: 05/08/21
Page: Page 2 of 2
Customer PO: 7354
Customer Job: Q707323

Garney Companies Inc
1700 Swift Ave
Kansas City MO 64116-3821

MAY 19 2021

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: Bentonville Repair 125 School Ave Lowell AR
Lowell, AR

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 1,044.09

Amount Paid: _____

Customer Name: Garney Companies Inc
Customer No: 202185
Invoice #: 7001562237
Date: 05/8/21
Customer Job: Q707323
Customer PO: 7354
Due Date: 06/07/21

If you have any questions about your invoice please call 479-587-3300

Remit Payment To: APAC-Central, Inc.
PO Box 9208
Fayetteville, AR 72703

Please provide your email address below if you would like to start receiving your invoices via email

_____

page 4 of 4

apac
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Return Service Requested

Customer No: 202185
Invoice No: 7001562237
Inv Date: 05/08/21
Page: Page 1 of 2
Customer PO: 7354
Customer Job: Q707323

MAY 18 2021

Garney Companies Inc
1700 Swift Ave
Kansas City MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept.
479-587-3300

Delivered To: Bentonville Repair 125 School Ave Lowell AR
Lowell, AR

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 00006 Stone - Springdale Quarry												
MATERIAL:	#57 STONE / 1" CONC ROCK											
05/7/21	600564399	031695	#57 STONE / 1" CONC ROCK	16.16	TON	16.50	0.00	0.00	266.64	0.00	0.00	266.64
05/7/21	600564400	031695	#57 STONE / 1" CONC ROCK	16.72	TON	16.50	0.00	0.00	275.88	0.00	0.00	275.88
05/7/21	600564414	031695	#57 STONE / 1" CONC ROCK	14.97	TON	16.50	0.00	0.00	247.01	0.00	0.00	247.01
Total :	#57 STONE / 1" CONC ROCK			**47.85**			**TON**		**789.53**	**0.00**	**0.00**	**789.53**
Total :	**Material**	#57 STONE / 1" CONC ROCK		**47.85**					**789.53**	**0.00**	**0.00**	**789.53**
MATERIAL:	3/4" CLEAN											
05/7/21	600564393	031800	3/4" CLEAN	15.91	TON	16.00	0.00	0.00	254.56	0.00	0.00	254.56
Total :	3/4" CLEAN			**15.91**			**TON**		**254.56**	**0.00**	**0.00**	**254.56**
Total :	**Material**	3/4" CLEAN		**15.91**					**254.56**	**0.00**	**0.00**	**254.56**
			Total Invoice:	**63.76**					**1,044.09**	**0.00**	**0.00**	**1,044.09**

*Our terms are Net 30 Days. Questions: Please email us at remit-toAR@apac.com. **Don't be a victim of cyber fraud!** Our banking details will NEVER change. If you receive any correspondence requesting a change to our banking details, please contact us immediately. THANK YOU FOR YOUR BUSINESS!!*

apac
A CRH COMPANY
PO Box 9208
Fayetteville, AR 72703

Customer No: 202185
Invoice No: 7001562232
Inv Date: 05/08/21
Page: Page 2 of 2
Customer PO: 7354
Customer Job: Q707323 Bentonvill

MAY 18 2021

Garney Companies Inc
1700 Swift Ave
Kansas City MO 64116-3821

PO Box 9208
Fayetteville, AR 72703
Credit & Collections Dept
479-587-3300

Delivered To: Mason 573.855.6732 49N EX78 R-264 L-71B L-School
willLowell, AR

Date	Ticket#	Truck#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: **2,339.74**

Amount Paid: _____

Customer Name: Garney Companies Inc
Customer No: 202185
Invoice #: 7001562232
Date: 05/8/21
Customer Job: Q707323 Bentonvill
Customer PO: 7354
Due Date: 06/07/21

If you have any questions about your invoice please call 479-587-3300

Remit Payment To: APAC-Central, Inc.
PO Box 9208
Fayetteville, AR 72703

Please provide your email address below if you would like to start receiving your invoices via email

_____

page 2 of 4

Trench Safety

United Rentals
TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

PARTIAL RETURN INVOICE

193392674-001

Job Site
LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/12/21
Rental Out	: 05/03/21 01:47 PM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: TBD
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $223.50

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
8	941/8103	STACKING PINS FOR STEEL BOXES		5.00	15.00	25.00	200.00
32	941/8101	SPREADER BAR PIN 10"					N/C
					Rental Subtotal:		200.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	2.500	EACH	2.50
				Sales/Misc Subtotal:	2.50
				Agreement Subtotal:	202.50
				Tax:	21.00
				Total:	223.50

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

Page: 1

SUNSTATE Equipment Co.

BRANCH LOCATION
TRENCH/OKC
405-594-8624
AFTER HR#:(405) 394-2084

PLEASE REMIT TO:
P.O. BOX 208439
Dallas, TX 75320-8439

CONTRACT TYPE: **RENTAL RETURN**
INVOICE # **8836618-002**
PO # 7354
JOB #
JOB NAME: 125 LOWELL AVE
ORDERED BY: DAN/TM/SARAHM/10:00
DATE/TIME OUT: 5/05/21 9:00 AM
DATE/TIME IN: 5/13/21 7:28 AM

CUSTOMER # 151423 **PHONE#** 816-741-4600

GARNEY COMPANIES INC./DFW
1333 N.W. VIVION ROAD
KANSAS CITY, MO 64118

CONTACT: DAN 505-716-1941 TERRITORY: 416 PROCESSED BY: LARRYB
DRIVER LICENSE: LICENSE PLATE: RETURN LOC: 703
JOB ADDRESS: 125 SCHOOL AVE LOWELL AR 72745
DEL. INSTRUCTIONS:

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP. #	RATES DAY	WEEK	4 WEEK	EXTENDED PRICE
4	STEEL-OVERLAP SHEET 14'	15.00	32.00	81.00	188.00
	DELIVERY CHARGE DELIVERY BY: ADAMS				900.00
	PICKUP CHARGE PICKUP BY: ABLE				900.00

This contract has custom rates applied.

SUB TOTAL:	1988.00
CUSTOMER PROTECTION PLAN:	** N/A **
TAX:	188.86
TOTAL AMOUNT DUE:	**2176.86**

RENT CONTINUES UNTIL YOU CALL **405-594-8624** TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE

- TERMS: NET 30 UPON ISSUANCE OF INVOICE (INVOICE DATE). SERVICE CHARGES AT THE LESSER RATE OF 1.5% PER MONTH OR THE MAXIMUM RATE PERMITTED BY LAW ON PAST DUE ACCOUNTS.
- A SERVICE/CLEANING CHARGE MAY RESULT DUE TO EQUIPMENT BEING RETURNED DAMAGED OR IN NEED OF EXCESSIVE CLEANING.
- THE ENVIRONMENTAL FEE IS NOT REGULATED NOR COLLECTED BY OR FOR ANY GOVERNMENTAL AGENCY.
- UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A FELONY. FINES, CRIMINAL PROSECUTION, AND/OR IMPRISONMENT COULD RESULT.
- BY SIGNING ABOVE I AGREE TO TERMS ON FRONT AND BACK OF THIS CONTRACT. I ALSO ACKNOWLEDGE RECEIVING INSTRUCTIONS AS TO THE SAFE AND PROPER USE OF THE EQUIPMENT. IN ADDITION, I AGREE TO RECEIVE ELECTRONIC COMMUNICATIONS FROM SUNSTATE EQUIPMENT INCLUDING PHONE CALLS, EMAILS AND TEXT MESSAGES. TO READ MORE ABOUT THE TERMS OF USE REGARDING THESE COMMUNICATIONS, PLEASE VISIT WWW.SUNSTATEEQUIP.COM/TERMSOFUSE.

Revised 09/20

TERMS AND CONDITIONS

THIS AGREEMENT IS FOR THE RENTAL OR SALE OF ALL EQUIPMENT, VEHICLES, AND/OR ITEMS SHOWN ON THE OTHER SIDE THIS PAGE, INCLUDING ALL PARTS OF AND ACCESSORIES TO SUCH ("EQUIPMENT"). BY ACCEPTING THE EQUIPMENT, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. RENTAL PERIOD AND ACCOUNTS: Sunstate Equipment Co., LLC ("Sunstate") hereby rents the Equipment to Customer for the period commencing when the Equipment leaves Sunstate's premises or is delivered to customer and ending upon its return to Sunstate's premises, or picked up by Sunstate subject to charge for minimum rental period. Sunstate may terminate rental at any time by written notice to Customer and/or by retaking the Equipment. While in Customer's possession, no rental allowance will be made for Sundays, holidays, or time in transit, nor for any period of time the Equipment is not actually in use.

   Any disputed invoices must be brought to the attention of Sunstate within fifteen (15) days of receipt of the invoices, or the invoices/contracts are deemed correct and undisputed. At Sunstate's discretion, any account with a delinquent balance may be placed on a Hold basis, deposits may be required and/or the rental equipment picked up without notice. Customer agrees that if Sunstate refers this Agreement to an agency or attorney for enforcement, Customer will pay Sunstate's reasonable agency's and attorney's fees and costs, including lien preparations costs, incurred for the enforcement hereof, whether or not a lawsuit is filed.

   Customer authorizes Sunstate to make whatever credit inquiries it deems necessary in connection with this Agreement. Bank and trade reference(s) can accept this authorization to disclose to Sunstate and/or their respective designees (and any assignee or potential assignee thereof), Customer information normally released to a prospective creditor including: length of time account has been active, average monthly balances, payment trends, and details of any lending relationship. Customer represents and warrants that customer is not a "Consumer" as defined in the Federal Consumer Credit Protection Act, or any acts there under, and they waive any rights granted to them under those acts, their successors, or under other Federal or State laws pertaining to "Consumer" rights. Customer further represents and warrants that all rentals or purchases made or any credit extended hereunder will be used solely for business and commercial purposes.

   The individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the applicant by Sunstate, from time to time as may be needed, in the credit evaluation process.

2. EXCESS USAGE CHARGE: Rental rates are for normal and reasonable use of Equipment not exceeding 8 hours per day, five days per week (one-shift basis). Excess usage rates are prorated: 2 shifts charged at 1 1/2 times normal rate, 3 shifts charged at 2 times normal rate.

3. RECEIPT AND USE OF EQUIPMENT: **CUSTOMER ACCEPTS THE EQUIPMENT ON AN "AS-IS, WHERE-IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY RECOURSE AGAINST SUNSTATE.** By accepting delivery, Customer acknowledges that the Equipment is in good working and secure condition, including all devices and materials needed to use the Equipment. Customer shall not abuse, harm, or improperly operate the Equipment, and shall possess and operate it in conformance with all applicable laws and regulations. Customer shall be solely responsible for the operation of the Equipment, and allow only licensed, trained, and experienced operators to operate the Equipment in accordance with all Equipment specifications and customary safety practices.

4. FAILURE OF EQUIPMENT: In the event of failure of the Equipment, Customer shall immediately notify Sunstate and/or return it to Sunstate's premises at Customer's expense. Without Sunstate's written authorization, Customer shall not incur any expenses for Sunstate for the repair of the Equipment.

5. TIRE REPAIR OR REPLACEMENT: Customer acknowledges that repair and replacement of tires or tracks are not included in the rental rate and agrees to pay for the repair or replacement of any tires returned to Sunstate in a damaged condition, regardless of the cause of damage, reasonable wear and tear excepted.

6. RETURN OF EQUIPMENT: Customer shall return all of the Equipment to Sunstate's premises during Sunstate's regular business hours, in the condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Sunstate's regular business hours. If Sunstate has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer, Customer shall be responsible for all loss or damage to the Equipment or any third party from time of delivery to Customer and until picked up by Sunstate. The Equipment is considered to be in the possession of Customer until Sunstate regains physical possession.

7. HAZARDOUS MATERIALS: Customer represents and warrants that it shall return all Equipment, including any and all attachments, tools and machinery rented from Sunstate free of all regulated substances including, but not limited to, hazardous substances, hazardous materials, hazardous wastes, toxic substances, or pesticides, as those terms are defined in applicable federal, state, and local environmental laws, regulations, and rules. Customer shall indemnify and hold Sunstate harmless from and against any and all liabilities, of whatsoever kind or nature, imposed on, incurred by, or served against Sunstate in any way relating to Customer's breach of the above warranty.

8. LOST OR DAMAGED EQUIPMENT: Customer is responsible for all damage, loss, or theft of Equipment up to the fair market value or cost of repair, and rental on the Equipment at the regular rental rate until repairs are completed. Sunstate shall be under no obligation to commence repair work until Customer has paid all amounts owed. Reasonable wear and tear shall mean the normal deterioration caused by ordinary and reasonable use on a one-shift (eight hours per day, five days per week) basis. The following shall not be deemed reasonable wear and tear: damage from lack of lubrication or maintenance such as water and air pressures, damage from collision, overturning, or improper operation, including over-loading or exceeding the rated capacity of the Equipment; damage in the nature of dents, bending, tearing, staining, and misalignment to the Equipment; and wear resulting from use in excess of a one-shift basis.

9. DISCLAIMER OF WARRANTIES AND WAIVER OF DAMAGES: **SUNSTATE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Customer's sole remedy for any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided Sunstate is notified immediately and the Equipment is returned to Sunstate within 24 hours or Sunstate is requested to perform the return. **SUNSTATE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO CUSTOMER AND CUSTOMER'S PROPERTY, INCLUDING LOST PROFITS, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, IN ANY WAY CONNECTED WITH THE OPERATION OF, USE OF, DEFECT IN, OR FAILURE OF EQUIPMENT.**

10. LIMITATION OF LIABILITY: **SUNSTATE'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE TOTAL RENTAL AMOUNTS PAID UNDER THIS AGREEMENT.**

11. BODILY INJURY/PROPERTY DAMAGE RESPONSIBILITY TO THIRD PARTIES: Sunstate does not provide, extend, or afford any insurance coverage to Customer, authorized operator(s) or passengers. If there is other valid and collectible automobile liability protection or insurance on any basis available to Customer or any other person and such protection satisfies the financial responsibility laws, then no liability protection is afforded by Sunstate. However, if Customer is in compliance with the terms and conditions of this agreement, and if Sunstate is determined by law to provide liability protection, such liability protection shall be limited to the minimum financial responsibility limits of the state in which the vehicle is operated.

12. INDEMNITY AND HOLD HARMLESS: **CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SUNSTATE AND ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, SHAREHOLDERS, AND AFFILIATES ("SUNSTATE GROUP") FROM ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES OF EVERY KIND AND NATURE, INCLUDING LEGAL COSTS, FOR SICKNESS, INJURY TO, OR DEATH OF, AND TO LOSS OF OR DAMAGE TO REAL OR PERSONAL PROPERTY OF, ANY EMPLOYEE, REPRESENTATIVE, AGENT, OFFICER, DIRECTOR, MEMBER, SHAREHOLDER, OR GUEST OF CUSTOMER OR ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS ("CUSTOMER GROUP") OR ANY THIRD PARTY ARISING OUT OF CUSTOMER GROUP'S POSSESSION, USE, MAINTENANCE, OR RETURN OF THE EQUIPMENT. THIS INDEMNITY SHALL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY, ACTIVE, OR PASSIVE), STRICT LIABILITY, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE, OR OTHER FAULT OF ANY MEMBER OF SUNSTATE GROUP, AND WHETHER OR NOT CAUSED BY A PRE-EXISTING OR DEFECTIVE CONDITION OF SUNSTATE'S EQUIPMENT.**

    IN THE EVENT APPLICABLE STATE LAW FORBIDS CUSTOMER FROM INDEMNIFYING SUNSTATE FOR ANY ACTS OR OMISSIONS OF SUNSTATE, THE FOREGOING PROVISION IS DEEMED TO BE REPLACED BY THE FOLLOWING: CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SUNSTATE GROUP FROM ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES OF EVERY KIND AND NATURE, INCLUDING LEGAL COSTS, FOR SICKNESS, INJURY TO, OR DEATH OF, AND TO LOSS OF OR DAMAGE TO REAL OR PERSONAL PROPERTY OF ANY PERSON OR ENTITY ARISING OUT OF CUSTOMER GROUP'S POSSESSION, USE, MAINTENANCE, OR RETURN OF THE EQUIPMENT, EXCEPT TO THE EXTENT SAME IS CAUSED BY ANY ACTS OR OMISSIONS OF SUNSTATE.

    Customer shall notify Sunstate immediately if the Equipment is involved in, or a part of, an accident, and shall furnish Sunstate with a complete report of any accident involving Equipment including names and addresses of all persons involved and all witnesses. Customer is responsible for all damage, injuries or loss arising from any accident or act of any and every nature whatsoever, relating to the possession or use of the rented Equipment, including, but not limited to, any damage caused by the failure of any device or material used in hitching the Equipment to a towing vehicle, regardless of whom furnished and regardless of who shall hitch the Equipment.

    In the event any covenant in this Section 12 is deemed to be unreasonable, arbitrary, unenforceable, or against public policy, such covenant will be considered to be divisible with respect to the scope of Customer's indemnification obligations, and such lesser scope, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable.

13. FAILURE TO DELIVER: Customer releases and discharges Sunstate from any and all liability or damages (including consequential and special damages) which might be caused by Sunstate's failure or inability to deliver any Equipment by any specified date or time.

14. CUSTOMER PROTECTION PLAN: ("CPP"). The CPP IS NOT INSURANCE. Customers who purchase the CPP, however, can limit their responsibility for damage or theft of the Equipment during the rental period. The CPP limits the Customers exposure to a $500 deductible per item. Exclusions from protection under the CPP include: A) Tires or track damage, B) Damage from abuse or misuse of Equipment, C) Failure of Customer to use its best efforts to secure and protect the Equipment while it is in customer's possession. Best efforts to secure and protect include fences, locked storage containers or buildings, security guards, tire boots, hitch locks, chains and padlocks, etc., and D) Failure to file a police report within 48 hours for Equipment thefts.

15. INSURANCE: Customer shall maintain Commercial General Liability insurance covering all operations and contractual obligations (including the indemnity obligation set forth in Section 12 above) with minimum limits of $1,000,000 per occurrence and shall name Sunstate Group as additional insureds thereon with a waiver of subrogation against Sunstate Group. Customer's insurance shall be primary insurance as to any insurance carried by any member of Sunstate Group.

    Customer shall maintain Commercial Automobile Liability insurance with limits of at least $1,000,000 per occurrence and shall include coverage for hired and non-owned vehicle liability and physical damage when renting a licensed, registered (over the road) vehicle. Customer's insurance shall be primary and shall include a waiver of subrogation against Sunstate Group.

    Customer will be charged for the CPP unless Customer provides evidence of insurance for rented equipment, with the per item limit specified, and naming Sunstate as loss payee. Customer shall provide a certificate of insurance to Sunstate evidencing above insurance coverages and specifying that coverage will not be cancelled without 30 days prior written notice to Sunstate.

16. SUBLETTING AND LOCATION: No item of rented Equipment shall be sublet, assigned, re-rented, loaned, or removed from the location at which Customer represented it was intended to be used, or removed from the State of Sunstate's premises, except by written consent of Sunstate. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

17. RETAKING OF EQUIPMENT: If the Equipment is not returned at the termination of the rental or for any reason it becomes necessary for the Sunstate to retake the Equipment to protect the Equipment or Sunstate from loss or damage, Sunstate and its agents may go upon Customer's property and retake the Equipment, without notice and legal process, and Customer waives all rights to a prior judicial hearing. Sunstate and its agents may take all action reasonably necessary to retake the Equipment and Customer waives for himself, agents, and employees all claims for damages and losses, physical and pecuniary, caused by retaking by the Sunstate. Customer agrees to pay all costs and expenses incurred by Sunstate in retaking the Equipment.

18. SAFETY REGULATIONS: As Sunstate has no control over the use of the Equipment by Customer, Customer agrees at its sole expense to comply with all laws and regulations, including Occupational Safety and Health Administration Act of 1970 (OSHA) and all other Federal, State and Local laws, regulations, and ordinances, which may affect the Equipment, or the operation thereof, while it is in the possession of Customer. Customer shall indemnify and hold Sunstate harmless from any liability or expense, including attorney fees, resulting from any actual or asserted violations of such laws, regulations and ordinances.

19. LEGAL FEES AND VENUE. Customer shall pay Sunstate's reasonable legal fees and court costs incurred in enforcing the terms and conditions hereof. Customer agrees that this agreement is to be construed under the laws of the State of Arizona, and that if legal action is brought to enforce this agreement, that Maricopa County, Arizona, shall be the jurisdiction and legal venue for said action, provided that Sunstate reserves and Customer agrees to Sunstate's right to bring legal action in whatever jurisdiction from which the Equipment was rented, whose laws, at the option of Sunstate, shall govern this Agreement. **CUSTOMER WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE FROM THIS AGREEMENT.**

20. TAXES AND FEES: Customer shall reimburse Sunstate for any additional fees, charges, or taxes sought to be imposed against Sunstate by any municipal or local subdivision relating to the rental or use of the Equipment by Customer as provided herein. Additional fees, such as estimated personal property tax and environmental reimbursement fees may apply. These fees are subject to change at any time.

21. AUTHORITY TO SIGN: Any individual signing this Rental Agreement represents and warrants that they are of legal age and have the authority and power to sign this agreement for the Customer.

22. ENTIRE AGREEMENT: This Agreement constitutes the full and entire agreement with respect to the subject matter thereof. It may not be amended except by a written agreement signed by both parties.

9/2020

United Rentals
TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

PARTIAL RETURN INVOICE

193044646-001

Customer #	: 7507350
Invoice Date	: 05/17/21
Rental Out	: 04/23/21 03:00 PM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Job Site
LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Invoice Amount: $7,790.84

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
16	940/5518	SPREADER BAR (KIT) 8" X 10'	20.00	20.00	45.00	90.00	1,440.00
160	940/5655	8" SPREADER BAR (LINEAR FEET)					
8	941/8103	STACKING PINS FOR STEEL BOXES		5.00	15.00	25.00	200.00
1	330/7118	LIFTING BRIDLE 4 LEG X 16'		56.00	156.00	332.00	332.00
1	940/9561	LADDER UPPER SECTION FOR TRENCH SHIELD	21.00	21.00	55.00	150.00	150.00
1	940/9564	12' LADDER EXTENSION FOR TRENCH SHIELD	16.00	16.00	29.00	80.00	80.00
2	675/9987	TRENCH GUARD RAIL 10'	16.00	16.00	37.00	80.00	160.00
2	675/9987	TRENCH GUARD RAIL 10'	16.00	16.00	37.00	80.00	160.00
						Rental Subtotal:	2,522.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	31.525	EACH	31.53
1	DELIVERY CHARGE		2400.000	EACH	2,400.00
1	PICKUP CHARGE		2100.000	EACH	2,100.00
				Sales/Misc Subtotal:	4,531.53
				Agreement Subtotal:	7,053.53
				Tax:	737.31
				Total:	7,790.84

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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United Rentals
TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193392674-002

Job Site
LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/17/21
Rental Out	: 05/03/21 01:47 PM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $3,307.80

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
4	330/7118	LIFTING BRIDLE 4 LEG X 16'	56.00	56.00	156.00	332.00	1,248.00
16	940/5518	SPREADER BAR (KIT) 8" X 10'	20.00	20.00	45.00	90.00	1,440.00
160	940/5655	8" SPREADER BAR (LINEAR FEET)					
1	940/9561	LADDER UPPER SECTION FOR TRENCH SHIELD	21.00	21.00	55.00	150.00	110.00
3	940/9563	6' LADDER EXTENSION FOR TRENCH SHIELD	10.00	10.00	27.00	69.00	162.00
					Rental Subtotal:		2,960.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	37.000	EACH	37.00
				Sales/Misc Subtotal:	37.00
				Agreement Subtotal:	2,997.00
				Tax:	310.80
				Total:	3,307.80

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

PARTIAL RETURN INVOICE

193416050-001

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/17/21
Rental Out	: 05/04/21 10:00 AM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID	:
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $972.23

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
5	940/9245	SHORING PLATE STEEL 8' X 20'	30.00	31.00	112.00	244.00	870.00

Rental Subtotal: 870.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	10.875	EACH	10.88

Sales/Misc Subtotal: 10.88

Agreement Subtotal: 880.88
Tax: 91.35
Total: 972.23

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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United Rentals
TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193063222-001

Customer #	: 7507350
Invoice Date	: 05/18/21
Rental Out	: 04/23/21 03:00 PM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Job Site
LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Invoice Amount: $7,273.60

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10511135	TRENCH BOX 10' X 20' (6" FB) Make: SPEEDSHORE Model: TS-1020UR6FB Serial: U-16-8203-S	305.00	314.00	430.00	1,579.00	1,290.00
1	10608354	TRENCH BOX 10' X 20' (6" SKE) Make: SPEEDSHORE Model: TS-1020UR6 Serial: U-17-6575-S Substituted for: TRENCH BOX 10' X 10' (4" FB)	305.00	314.00	430.00	1,579.00	1,290.00
1	10998941	TRENCH BOX 10' X 10' (4" SKE) Make: XTERRA Model: URS-4M-1010SKE Serial: U-XTS19789-X		209.00	490.00	2,001.00	1,470.00
1	10585064	TRENCH BOX 10' X 10' (4" SKE) Make: SPEEDSHORE Model: TS-1010UR4 Serial: U-17-6095-S		209.00	490.00	2,001.00	1,470.00
160	940/5655	8" SPREADER BAR (LINEAR FEET)					N/C

Rental Subtotal: 5,520.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	69.000	EACH	69.00
1	DELIVERY CHARGE		500.000	EACH	500.00
1	PICKUP CHARGE		500.000	EACH	500.00

Sales/Misc Subtotal: 1,069.00

Agreement Subtotal: 6,589.00
Tax: 684.60
Total: 7,273.60

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

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Page: 1

United Rentals
TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193451638-001

Job Site
LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/18/21
Rental Out	: 05/04/21 07:00 AM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $5,400.67

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10918239	TRENCH BOX 10' X 24' (8" SKE) Make: XTERRA Model: URS-8M-1024SKE Serial: U-XTS190192-X Substituted for: TRENCH BOX 10' X 24' (6" FB)		457.00	1,008.00	2,650.00	1,922.00
1	10990592	TRENCH BOX 10' X 24' (8" SKE) Make: XTERRA Model: URS-8M-1024SKE Serial: U-XTS190477-X		457.00	1,008.00	2,650.00	1,922.00

Rental Subtotal: 3,844.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	48.050	EACH	48.05
1	DELIVERY CHARGE		500.000	EACH	500.00
1	PICKUP CHARGE		500.000	EACH	500.00

Sales/Misc Subtotal: 1,048.05

Agreement Subtotal: 4,892.05
Tax: 508.62
Total: 5,400.67

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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United Rentals
TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193044646-002

Customer #	: 7507350
Invoice Date	: 05/19/21
Rental Out	: 04/23/21 03:00 PM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Job Site
LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Invoice Amount: $3,279.20

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
10	944/9946	ROAD PLATE 8' X 20'	30.00	31.00	112.00	244.00	2,440.00
					Rental Subtotal:		2,440.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	30.500	EACH	30.50
1	DELIVERY CHARGE		500.000	EACH	500.00
				Sales/Misc Subtotal:	530.50
				Agreement Subtotal:	2,970.50
				Tax:	308.70
				Total:	3,279.20

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

PARTIAL RETURN INVOICE

193416050-002

Customer #	: 7507350
Invoice Date	: 05/21/21
Rental Out	: 05/04/21 10:00 AM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Invoice Amount: $777.78

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
4	940/9245	SHORING PLATE STEEL 8' X 20'	30.00	31.00	112.00	244.00	696.00

Rental Subtotal: 696.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	8.700	EACH	8.70

Sales/Misc Subtotal: 8.70

Agreement Subtotal: 704.70
Tax: 73.08
Total: 777.78

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193442753-001

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/19/21
Rental Out	: 05/04/21 07:00 AM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $9,820.67

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10507090	TRENCH BOX 10' X 24' (6" SKE) Make: SPEEDSHORE Model: TS-1024UR6FB Serial: U-15-7869-S Substituted for: TRENCH BOX 10' X 24' (6" FB)		457.00	1,008.00	2,650.00	1,922.00
1	1188707	TRENCH BOX 10' X 24' (8" KE) Make: GME Model: 8M1024KE Serial: M1102192		457.00	1,008.00	2,650.00	1,922.00

Rental Subtotal: 3,844.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	48.050	EACH	48.05
1	DELIVERY CHARGE		2500.000	EACH	2,500.00
1	PICKUP CHARGE		2500.000	EACH	2,500.00

Sales/Misc Subtotal: 5,048.05

Agreement Subtotal: 8,892.05
Tax: 928.62
Total: 9,820.67

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193416050-003

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Customer #	: 7507350
Invoice Date	: 05/25/21
Rental Out	: 05/04/21 10:00 AM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Invoice Amount: $194.45

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	940/9245	SHORING PLATE STEEL 8' X 20'	30.00	31.00	112.00	244.00	174.00

Rental Subtotal: 174.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	2.175	EACH	2.18

Sales/Misc Subtotal: 2.18

Agreement Subtotal: 176.18
Tax: 18.27
Total: 194.45

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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Traffic Control

Lane X Traffic Control

348 S. 40th St
Springdale, AR 72762

Invoice

Date	Invoice #
5/21/2021	44854

Bill To	Information
Carney Companies, Inc Garney Construction 1700 Swift St North Kansas City, MO 64116	125 School Ave Lowell

P.O. Number	Terms	Ship	Via	Rep	Due Date	PROJECT
7354	Net 30	5/21/2021		MC	6/20/2021	

Quantity	Description	Price Each	Amount
1	WEEKLY RENTAL 04/26 to 05/13	1,792.00	1,792.00T
1	MOBILIZATION, INITIAL INSTALLATION & FINAL REMOVAL		
1	RIGHT LANE CLOSED 1500 FT		
1	RIGHT LANE CLOSED 1000FT		
1	TRANSITION SIGN		
1	W1-6 ARROW SIGN		
1	ROAD WORK AHEAD		
5	SIGN STAND - WINDMASTER		
20	TRAFFIC DRUM		
28	CONES		
10	TYPE A LIGHT		

Thank you for your business.

Subtotal $1,792.00

Sales Tax (10.5%) $188.16

Customer Total Balance $1,980.16

Office - 479-631-6433
Fax - 479-246-9710
lanextc@sbcglobal.net

Total $1,980.16

United Rentals

TRENCH SAFETY
BRANCH K40
5101 WEST RENO AVENUE
OKLAHOMA CITY OK 73127
405-949-1547

RENTAL RETURN INVOICE

193442753-001

Customer #	: 7507350
Invoice Date	: 05/19/21
Rental Out	: 05/04/21 07:00 AM
Rental In	: 05/13/21 07:00 AM
UR Job Loc	: 125 N SCHOOL AVE, LO
UR Job #	: 6
Customer Job ID:	
P.O. #	: 7354
Ordered By	: DANIEL MURRAY
Reserved By	: RYAN FIELDS
Salesperson	: RYAN FIELDS

Job Site

LOWELL JOB
125 N SCHOOL AVE
LOWELL AR 72745

Office: 303-791-3600 **Cell:** 505-716-1941

GARNEY CONST - KANSAS CITY
1333 NW VIVION RD
KANSAS CITY MO 64118-4554

Invoice Amount: $9,820.67

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4843
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	10507090	TRENCH BOX 10' X 24' (6" SKE) Make: SPEEDSHORE Model: TS-1024UR6FB Serial: U-15-7869-S Substituted for: TRENCH BOX 10' X 24' (6" FB)		457.00	1,008.00	2,650.00	1,922.00
1	1188707	TRENCH BOX 10' X 24' (8" KE) Make: GME Model: 8M1024KE Serial: M1102192		457.00	1,008.00	2,650.00	1,922.00

Rental Subtotal: 3,844.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	AR PROPERTY TAX RECOVERY FEE	[DRSURAR/MCI]	48.050	EACH	48.05
1	DELIVERY CHARGE		2500.000	EACH	2,500.00
1	PICKUP CHARGE		2500.000	EACH	2,500.00

Sales/Misc Subtotal: 5,048.05

Agreement Subtotal: 8,892.05
Tax: 928.62
Total: 9,820.67

COMMENTS/NOTES:

CONTACT: DANIEL MURRAY
CELL#: 505-716-1941

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Page: 1

Fencing

ZTERS Inc
13727 Office Park Drive
Houston, TX 77070
www.zters.com

Phone: (832) 698-2203
Fax: (832) 698-2204
Email: tabitha@zters.com

INVOICE DATE	Apr 30, 2021
CUSTOMER #	34988
INVOICE #	21129393
TERMS	Due on Receipt

INVOICE TOTAL DUE
$3504.00

DUE ON RECEIPT

BILLING INFORMATION	
ATTN	Courtney Carlson
COMPANY	Garney Construction
EMAIL	ccarlson@garney.com
PHONE	(315) 406-2459
ADDRESS	1333 Northwest Vivion Road Kansas City, Missouri 64118
PO #	Not Supplied

AGING HISTORY	
Date	Apr 30, 2021
Current	$3504.00
30	$0.00
60	$0.00
90	$0.00
TOTAL	$3,504.00

SITE INFORMATION		SITE#	SITE TOTAL
ADDRESS	125 School Avenue, Lowell, Arkansas 72745	865419	$3504.00
ONSITE CONTACT	Daniel		
CONTACT PHONE			

ID#	ITEM CODE	DESCRIPTION	QTY	UNIT $	DISC	TAX	TOTAL
47643	AR_FENCING_CHAIN_LINK	Chain Link rental for period from 04-30-2021 to 05-29-2021.	1	$3200.00	$0.00	$304.00	$3200.00

SUBTOTAL	$3200.00
TAX	$304.00
INVOICE TOTAL	$3504.00
INVOICE TOTAL DUE	$3504.00
TOTAL DUE	$3,504.00

PAYMENTS APPLIED TO THIS INVOICE

DATE	AMOUNT	PAYMENT METHOD	DETAILS

Badger Daylighting

Badger Daylighting Corp.

Invoice Number	2192564
Invoice Date	04-30-2021
Payment Terms	30 Net
Amount Due	**$ 4,932.66**

BILL TO
GARNEY CONSTRUCTION
1700 SWIFT STREET, SUITE 200
North Kansas City, MO 64116

REMIT TO
BADGER DAYLIGHTING CORP
PO Box 95000
LB# 1627
Philadelphia, PA 19195-0001
Bank Routing #: 026013673
Account #: 03248177952

Customer Number	PO/Work Order	AFE/Job	Badger Sales Area
31693	7354	7354	40080

Service Date	Ticket #	Unit #	Item Description	Qty	Unit of Measure	Unit Price	Amount
04-26-2021	TKT-042321-311302	724	Fluctuating Fuel Recovery	1		157.66	157.66
04-26-2021	TKT-042321-311302	724	Supply Water	1	Each	50.00	50.00
04-26-2021	TKT-042321-311302	724	Disposition	2	Each	100.00	200.00
04-26-2021	TKT-042321-311302	724	Badger Hydrovac With Operator Overtime	0.5	Hour	245.00	122.50
04-26-2021	TKT-042321-311302	724	Badger Hydrovac With Operator	10	Hour	215.00	2,150.00
04-27-2021	TKT-042621-312794	724	Fluctuating Fuel Recovery	1		96.25	96.25
04-27-2021	TKT-042621-312794	724	Supply Water	1	Each	50.00	50.00
04-27-2021	TKT-042621-312794	724	Disposition	2	Each	100.00	200.00
04-27-2021	TKT-042621-312794	724	Badger Hydrovac With Operator	6	Hour	215.00	1,290.00
04-30-2021	TKT-042921-315416	724	Fluctuating Fuel Recovery	1		36.25	36.25
04-30-2021	TKT-042921-315416	724	Supply Water	1	Each	50.00	50.00
04-30-2021	TKT-042921-315416	724	Disposition	1	Each	100.00	100.00
04-30-2021	TKT-042921-315416	724	Badger Hydrovac With Operator	2	Hour	215.00	430.00
						Total Due(USD)	4,932.66

Please see attached tickets for additional detail

Badger Daylighting Corp. PO Box 95000, LB# 1627, Philadelphia, PA 19195-0001 Phone: (877) 322-3437

Please direct all invoicing inquiries to accountsreceivable@badgerinc.com and remittances to remittance@badgerinc.com

Blue Book Rates

EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

January 15, 2021

Caterpillar 349F
Crawler Mounted Hydraulic Excavators

Size Class:
50.1 - 66.0 MTons
Weight:
N/A

Configuration for 349F

Operating Weight	**117500.0 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $21,920.00	USD $6,140.00	USD $1,535.00	USD $230.00	USD $117.31	USD $241.86
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $21,920.00**	**USD $6,140.00**	**USD $1,535.00**	**USD $230.00**	**USD $117.31**	**USD $241.86**

Non-Active Use Rates	Hourly
Standby Rate	USD $64.76
Idling Rate	USD $170.90

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD $9,206.40/mo
Overhaul (ownership)	48%	USD $10,521.60/mo
CFC (ownership)	3%	USD $657.60/mo
Indirect (ownership)	7%	USD $1,534.40/mo
Fuel (operating) @ USD 2.53	40%	USD $46.35/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for HEATHER MANNING (hmanning@garney.com)

www.equipmentwatch.com

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

December 8, 2020

Deere 624K (disc. 2016)
4-Wd Articulated Wheel Loaders

Size Class:
175 - 199 HP
Weight:
33477 lbs

Configuration for 624K (disc. 2016)

Operator Protection **ROPS/FOPS** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $6,075.00	USD $1,700.00	USD $425.00	USD $64.00	USD $32.97	USD $67.49
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2016: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,075.00**	**USD $1,700.00**	**USD $425.00**	**USD $64.00**	**USD $32.97**	**USD $67.49**

Non-Active Use Rates	Hourly
Standby Rate	USD $21.06
Idling Rate	USD $48.89

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	44%	USD $2,673.00/mo
Overhaul (ownership)	39%	USD $2,369.25/mo
CFC (ownership)	7%	USD $425.25/mo
Indirect (ownership)	10%	USD $607.50/mo
Fuel (operating) @ USD 2.40	44%	USD $14.37/hr

Revised Date: 2nd half 2020

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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EquipmentWatch

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All prices shown in US dollars ($)

Rental Rate Blue Book®

December 8, 2020

Bobcat T450
Compact Track Loaders

Size Class:
1351 - 1600 lbs
Weight:
N/A

Configuration for T450

Operator Protection	**Enclosed**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,370.00	USD $945.00	USD $235.00	USD $35.00	USD $13.78	USD $32.93
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,370.00**	**USD $945.00**	**USD $235.00**	**USD $35.00**	**USD $13.78**	**USD $32.93**

Non-Active Use Rates

	Hourly
Standby Rate	USD $9.38
Idling Rate	USD $24.58

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	USD $1,213.20/mo
Overhaul (ownership)	51%	USD $1,718.70/mo
CFC (ownership)	4%	USD $134.80/mo
Indirect (ownership)	9%	USD $303.30/mo
Fuel (operating) @ USD 2.40	39%	USD $5.43/hr

Revised Date: 2nd half 2020

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Daily Reports

4.26.21

Daily Report

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Garney CONSTRUCTION
100% Employee Owned

Resources / PPE Assessment

Labor	Hrs.	Fall/Reasoning	Pass
Victor Diaz	12		✓
Hunter Johnson	12		✓
TJ Martin	12		✓
Lance Shook	4.15		✓
Joshua McGee	12		✓

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC	✓	

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high	21	rain	
low	55	snow	
		wind	✓

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C
N/A		N/A			

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	

Primary Box Size:

BMcD Safety Forms

Required	Completed
C10	✓
C11 (W)	
C16B	
C16C	
N8	

Written Report:

BENTONVILLE

SILOAM SPRINGS PROJECTION

SUSPENDED ~~FOR~~ TILL FRIDAY

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
N/A		N/A	24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted] Superintendent
Signature Title

Day	Start Time	End Time	Date	Job #
Mon	7:00	7:00pm	04/26	7332
WRFSU				

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources

Labor	Hrs.
Victor Diaz	13
Hunter Johnson	0
TJ Martin	13
Lance Shook	13
Joshua McGee	13

PPE Assessment

Fail/Reasoning	Pass

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	clear
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report

Shutdown day - lockout tag out @ 9
crew'll start digging @ vacuum.
Bentonville side line drained @ 12 and only 1 leak
clearly seeing water draining from pipe in
multiple locations shutdown @ 4 after digging & setting all pipes

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted] Signature	Superintendent Title	Day	Start Time	End Time	Date	Job #
		T	~~7:00~~ 11:00	17:00pm		7332
		MTWRFSU				

Daily Report

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Garney CONSTRUCTION
100% Employee Owned

Resources

Labor	Hrs.
Victor Diaz	4
Hunter Johnson	0
TJ Martin	4
Lance Shook	9
Joshua McGee	4

PPE Assessment

Fail/Reasoning	Pass

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	100%
low		snow	
		wind	
		tornado	100%

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes	No
Visual inspection performed?	Yes	No
Subsurface water present?	Yes	No
Trench box used?	Yes	No
Primary Box Size:		

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

Set boxes safed up site once verified multiple pipe Leak are not enough pipe to fix wait for further instruction. major storm flooding Lightning & tornado.

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted]
Signature

Superintendent
Title

Day	Start Time	End Time	Date	Job #
W	7:00	4:00		7332
MTWRFSU	12:00 am	am		

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources

Labor	Hrs.
Victor Diaz	11
Hunter Johnson	
TJ Martin	11
Lance Shook	11
Joshua McGee	11

PPE Assessment

Fail/Reasoning	Pass

Safety & Health Training

Safety Meeting Held Today?	Yes	No

STAC

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high	73	rain	15%
low	48	snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes	No
Visual inspection performed?	Yes	No
Subsurface water present?	Yes	No
Trench box used?	Yes	No
Primary Box Size:		

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

set pumps, game plan, fix site after major storm

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	BV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

Signature	Superintendent / Title	Day	Start Time	End Time	Date	Job #
		Th	7:00			7332

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources / PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	14		
Hunter Johnson	[redacted]		
TJ Martin	14		
Lance Shook	14		
Joshua McGee	14		

Safety & Health Training

Safety Meeting Held Today?	Yes	No

STAC

Number of Attendants:

Confined Space

	Reading(s)			
Oxygen	20.9			
LEL	0			
H2 S	0			
CO	0			

Weather

Temperature		Precipitation	
high	____	rain	____
low	____	snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No
Visual inspection performed?	Yes		No
Subsurface water present?	Yes		No
Trench box used?	Yes		No
Primary Box Size:			

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

Excavate waited a boxes to set for incoming storm breakout pipe

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted]	Superintendent	Day	Start Time	End Time	Date	Job #
		M	7:00	9:00	5/1	7332
Signature	Title	MTWRFSU				

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources

Labor	Hrs.
Victor Diaz	10.5
Hunter Johnson	10.5
TJ Martin	4.5
Lance Shook	4.5
Joshua McGee	10.5

PPE Assessment

Fail/Reasoning	Pass

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Readings				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high	82	rain	95%
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes	No
Visual inspection performed?	Yes	No
Subsurface water present?	Yes	No
Trench box used?	Yes	No
Primary Box Size:		

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

Pumped down pulled pipe
built boxes

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted]	Superintendent	Day	Start Time	End Time	Date	Job #
Signature	Title	T MTWRFSU	8:00	6:30	5/4	7332

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources / PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	\\		
Hunter Johnson	\\		
TJ Martin	\\		
Lance Shook	\\		
Joshua McGee	\\		

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high	70	rain	2"
low	38	snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

set grade & pumps lower
start digging East.

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted]	Superintendent	Day	Start Time	End Time	Date	Job #
Signature	Title	W	7:00	6:00	5/6	7332
		MTWRFSU				

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources

Labor	Hrs.
Victor Diaz	10
Hunter Johnson	10
TJ Martin	10
Lance Shook	10
Joshua McGee	10

PPE Assessment

Fail/Reasoning	Pass

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

Grade ditch pull last pipe

~~Start setting pipe in ditch~~

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted] Superintendent
Signature Title

Day	Start Time	End Time	Date	Job #
Th	7:00	1:00		7332
MTWRFSU				

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources

Labor	Hrs.
Victor Diaz	17
Hunter Johnson	17
TJ Martin	17
Lance Shook	17
Joshua McGee	17

PPE Assessment

Fail/Reasoning	Pass

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen	20.9			
LEL	0			
H2 S	0			
CO	0			

Weather

Temperature		Precipitation	
high		rain	
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

Finish grading set pipe
backfill & tie in

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted]	Superintendent	Day	Start Time	End Time	Date	Job #
Signature	Title	F MTWRFSU	7:00	17:00		7332

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources

Labor	Hrs.
Victor Diaz	5
Hunter Johnson	5
TJ Martin	5
Lance Shook	5
Joshua McGee	5

PPE Assessment

Fail/Reasoning	Pass

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H_2S				
CO				

Weather

Temperature		Precipitation	
high		rain	
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report:

finish cleaning up site

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted]	Superintendent	Day	Start Time	End Time	Date	Job #
Signature	Title	Sa MTWRFSU	17.00	5:00		7332

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources

Labor	Hrs.
Victor Diaz	13
Hunter Johnson	13
TJ Martin	13
Lance Shook	15.5
Joshua McGee	15.5

PPE Assessment

Fail/Reasoning	Pass

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	
low		snow	
	/	wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes	No
Visual inspection performed?	Yes	No
Subsurface water present?	Yes	No
Trench box used?	Yes	No
Primary Box Size:		

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report

showed up to locking joint
got welders moving. had FSUP
meeting, joint started slipping more
fixed & watered until 9:30

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted]
Signature

Superintendent
Title

Day	Start Time	End Time	Date	Job #
M	7:00	9:30		7332
MTWRFSU				

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources / PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	8		
Hunter Johnson	8		
TJ Martin	8		
Lance Shook	8		
Joshua McGee	8		

Safety & Health Training

Safety Meeting Held Today?	Yes	No

STAC

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	95%
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No
Visual inspection performed?	Yes		No
Subsurface water present?	Yes		No
Trench box used?	Yes		No

Primary Box Size:

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report

~~Backfill pull boxes, mark 349~~
pour concrete reciev dirt fill
Dit shut down due to rain

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted]
Signature

Superintendent
Title

Day	Start Time	End Time	Date	Job #
T	7:00	3:00	5/12	7332
MTWRFSU				

Daily Report

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Garney CONSTRUCTION
100% Employee Owned

Resources / PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	11.5		
Hunter Johnson	13.5		
TJ Martin	11.5		
Lance Shook	11.5		
Joshua McGee	~~11.5~~ 13		

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes		No	
Visual inspection performed?	Yes		No	
Subsurface water present?	Yes		No	
Trench box used?	Yes		No	
Primary Box Size:				

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report

Backfill take at boxes

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted]	Superintendent	Day	Start Time	End Time	Date	Job #
Signature	Title	W MTWRFSU	7:00	6:30	5/12	7332

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources / PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	10		
Hunter Johnson	10		
TJ Martin	10		
Lance Shook	10		
Joshua McGee	10		

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H2 S				
CO				

Weather

Temperature		Precipitation	
high		rain	
low		snow	
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes	No
Visual inspection performed?	Yes	No
Subsurface water present?	Yes	No
Trench box used?	Yes	No

Primary Box Size:

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	

Written Report

Sending & receiving to silcon & clean up.

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted]	Superintendent	Day	Start Time	End Time	Date	Job #
Signature	Title	Th MTWRFSU	7:00	5:00	5/13	7332

Daily Report

Garney CONSTRUCTION
100% Employee Owned

Project Name: WTF - 24-Inch Raw Waterline
Project Number: 7332

Resources / PPE Assessment

Labor	Hrs.	Fail/Reasoning	Pass
Victor Diaz	4		
Hunter Johnson	11		
TJ Martin	11	+ 8 for sat	
Lance Snook	11		
Joshua McGee	13	+ 8 for sat.	

Safety & Health Training

Safety Meeting Held Today?	Yes	No
STAC		

Number of Attendants:

Confined Space

Reading(s)				
Oxygen				
LEL				
H_2S				
CO				

Weather

Temperature		Precipitation	
high	____	rain	____
low	____	snow	____
		wind	

Test & Inspections/ Visitors to Site

Trenching & Excavation Data

Station	to	Station	Soil Type A	B	C

Penetrometer used?	Yes	No
Visual inspection performed?	Yes	No
Subsurface water present?	Yes	No
Trench box used?	Yes	No

Primary Box Size:

BMcD Safety Forms

Required	Completed
C10	
C11 (W)	
C16B	
C16C	
N8	
29+80 - 30+00	Hammer test 1'
30+00 - 30+80	@ 3' x 20'
Sat	
30+00 - 30+20	1' x 20'

Written Report:

- Hammer work, mat pipe, clean up
- Continue to demob. & cleanup in Rentonville

Pipe Installation Summary

Start Station	to	End Station	Diameter	11.25 DEG	22.5 DEG	45 DEG	90 DEG	GV/BFV
			24"					
			24"					
			24"					
			24"					
			24"					
			24"					

[redacted] Superintendent
Signature Title

Day	Start Time	End Time	Date	Job #
F	7:00	6:00	5/14	7332
MTWRFSU				

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: Resolution to set public hearing

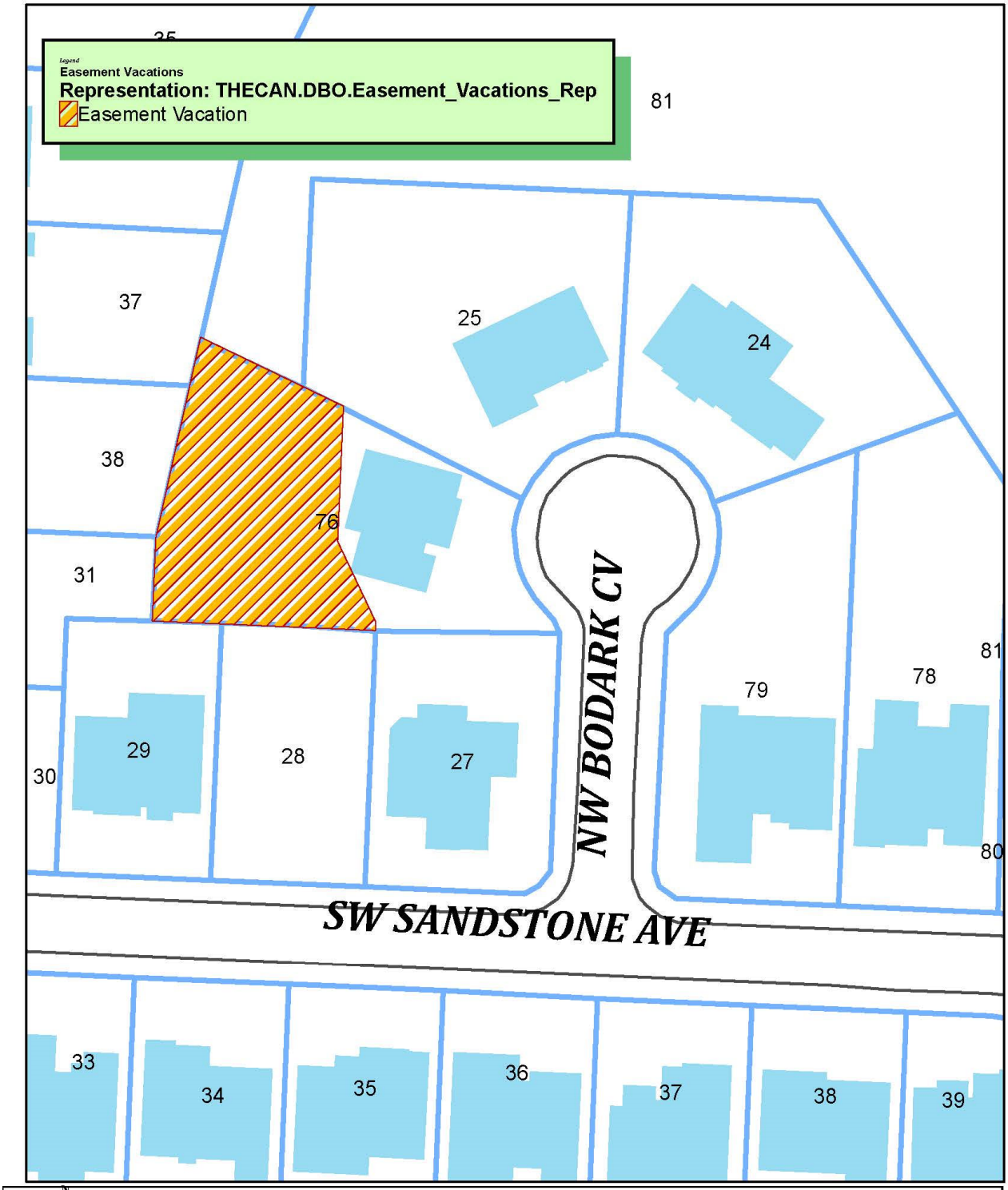
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution setting a public hearing for August 24,2021 for a Drainage Easement Vacation requested for 103 NW Bodark Cove of White Oak Subdivision (VAC21-0015).

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

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


Legend
Easement Vacations
Representation: THECAN.DBO.Easement_Vacations_Rep
Easement Vacation
81
37
25
24
38
76
31
NW BODARK CV
81
78
79
29
28
27
30
80
SW SANDSTONE AVE
33
34
35
36
37
38
39
N
W
E
S
1 inch = 58 feet
VAC21-0015
Proposed Drainage Easement Vacation
103 NW Bodark Cove
THE CITY OF
BENTONVILLE

LEGEND

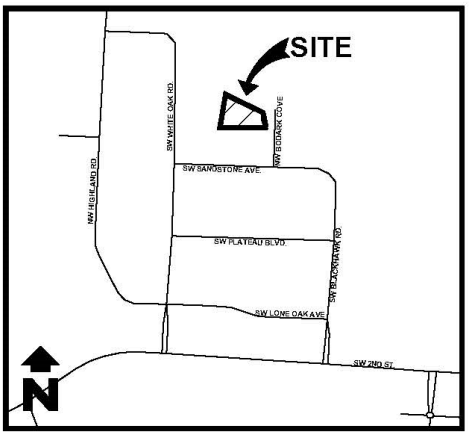
PROPERTY LINE

ADJOINING PROPERTY/ROW LINE

DRAINAGE EASEMENT TO BE VACATED

PROPOSED DRAINAGE EASEMENT PER SEPARATE DOC.

N.T.S.

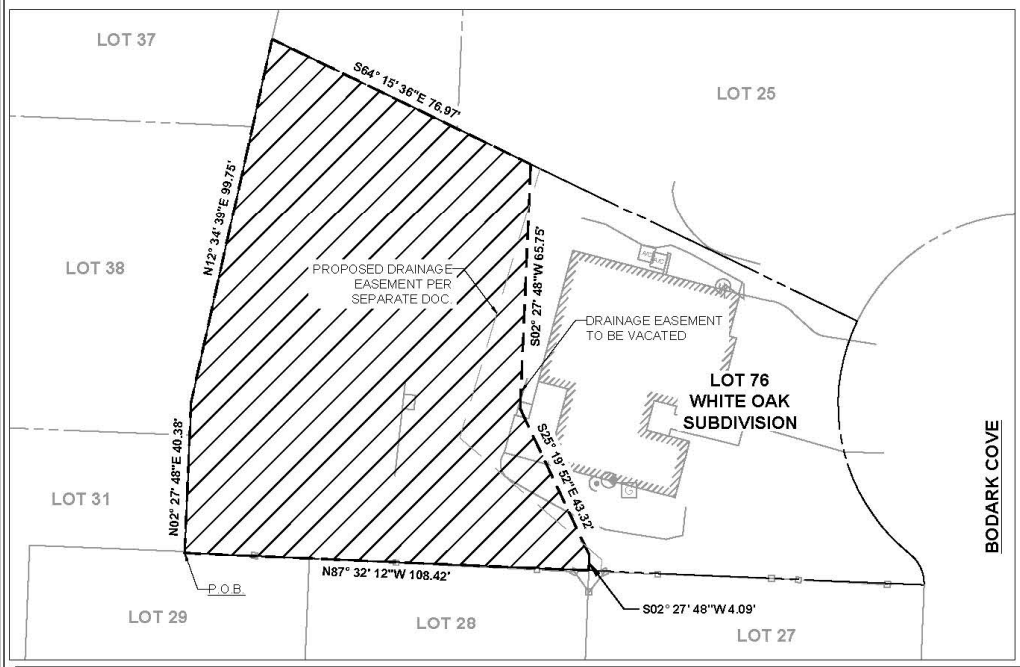


VICINITY MAP

VACATED DRAINAGE EASEMENT DESCRIPTION:

BEING A PART OF LOT 76 OF THE WHITE OAK SUBDIVISION AS RECORDED IN PLAT BK.2013 PG.683 IN THE OFFICIAL PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 76, THENCE N02°27'48"E 40.38 FEET; THENCE N12°34'39'E 99.75 FEET; THENCE S64°15'36"E 76.97' FEET; THENCE S02°27'48"W 65.75 FEET; THENCE S25°19'52"E 43.32 FEET; THENCE S02°27'48"W 4.09 FEET; THENCE N87°32'12"W 108.42 FEET TO THE POINT OF BEGINNING, CONTAINING 10,760 SQFT OR .25 AC. MORE OR LESS.



SHEET: 1 OF 1

DATE: 03-08-2021

SCE PROJECT #: 19079

SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9282

SHEET:

EXHIBIT A

PROJECT:

DRAINAGE EASEMENT VACATION
LOT 76, WHITE OAK SUB
103 BODARK COVE
BENTONVILLE, ARKANSAS

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Sand Creek Engineering requesting drainage easement vacation (VAC21-0015) within the City of Bentonville, Arkansas be vacated, which said drainage easement is described as follows:

BEING A PART OF LOT 76 OF THE WHITE OAK SUBDIVISION AS RECORDED IN PLAT BK.2013 PG.683 IN THE OFFICIAL PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 76, THENCE N02°27'48"E 40.38 FEET; THENCE N12°34'39'E 99.75 FEET; THENCE S64°15'36"E 76.97' FEET; THENCE S02°27'48"W 65.75 FEET; THENCE S25°19'52"E 43.32 FEET; THENCE S02°27'48"W 4.09 FEET; THENCE N87°32'12"W 108.42 FEET TO THE POINT OF BEGINNING, CONTAINING 10,760 SQFT OR .25 AC. MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described drainage easement is set for a hearing on August 24, 2021 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2021 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: Resolution to set public hearing

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

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

Resolution setting a public hearing for August 24, 2021 for a Utility Easement Vacation requested for 1220 NE Buckingham Blvd. of Kingsbury Subdivision PH1 (VAC21-0016).

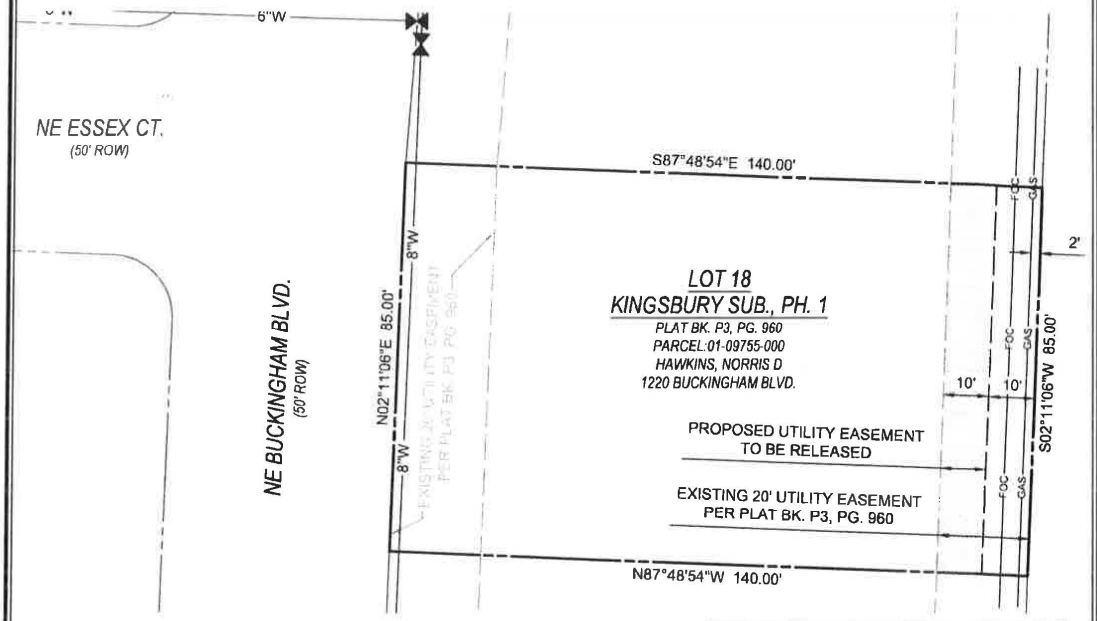
Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☑ No

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


Easement Vacations
Representation: THECAN.DBO.Easement_Vacations_Rep
Easement Vacation
1
21
20
19
18
5
17
16
15
NE ESSEX CT
NE BUCKINGHAM BLVD
30
22
29
23
28
24
27
25
1 inch = 54 feet
Proposed Easement Vacation
1220 NE Buckingham Blvd

NOTE:
IT IS TO BE UNDERSTOOD THAT THIS SKETCH IS DESCRIPTIVE ONLY OF THE SIZE, SHAPE, AND LOCATION OF THE EASEMENT AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

EXHIBIT "A"



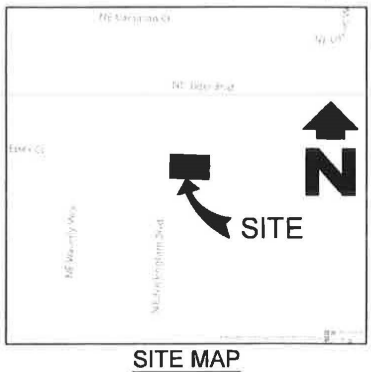


LEGEND

- PROPERTY LINE
- ADJOINING PROPERTY/ROW LINE
- 8"W — WATER LINE
- SANITARY SEWER LINE
- GAS — NATURAL GAS LINE
- FOC — FIBER OPTIC LINE
- EXISTING EASEMENT LINE
- PROPOSED UTILITY EASEMENT TO BE RELEASED

30' 0 30'

SCALE: 1" = 30'



SITE MAP
NOT TO SCALE

SHEET: 1 OF 1

DATE: 6-30-2021

SCE PROJECT #: 21054

SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464 9282

SHEET: EASEMENT RELEASE EXHIBIT

PROJECT:
LOT 18, KINGSBURY SUB, PH. 1
1220 BUCKINGHAM BLVD.
BENTONVILLE, ARKANSAS

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Norris Hawkins requesting a utility easement vacation (VAC21-0016) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

The West 20' of a 30' Utility Easement that is squarely off the East Side of Lot 18 of Kingsbury Subdivision Phase 1 as shown on Plat Record Book P3 Page 960 and Recorded in the Benton County Clerk's Office, Bentonville, Arkansas.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on August 24, 2021 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2021 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: Resolution to set public hearing

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

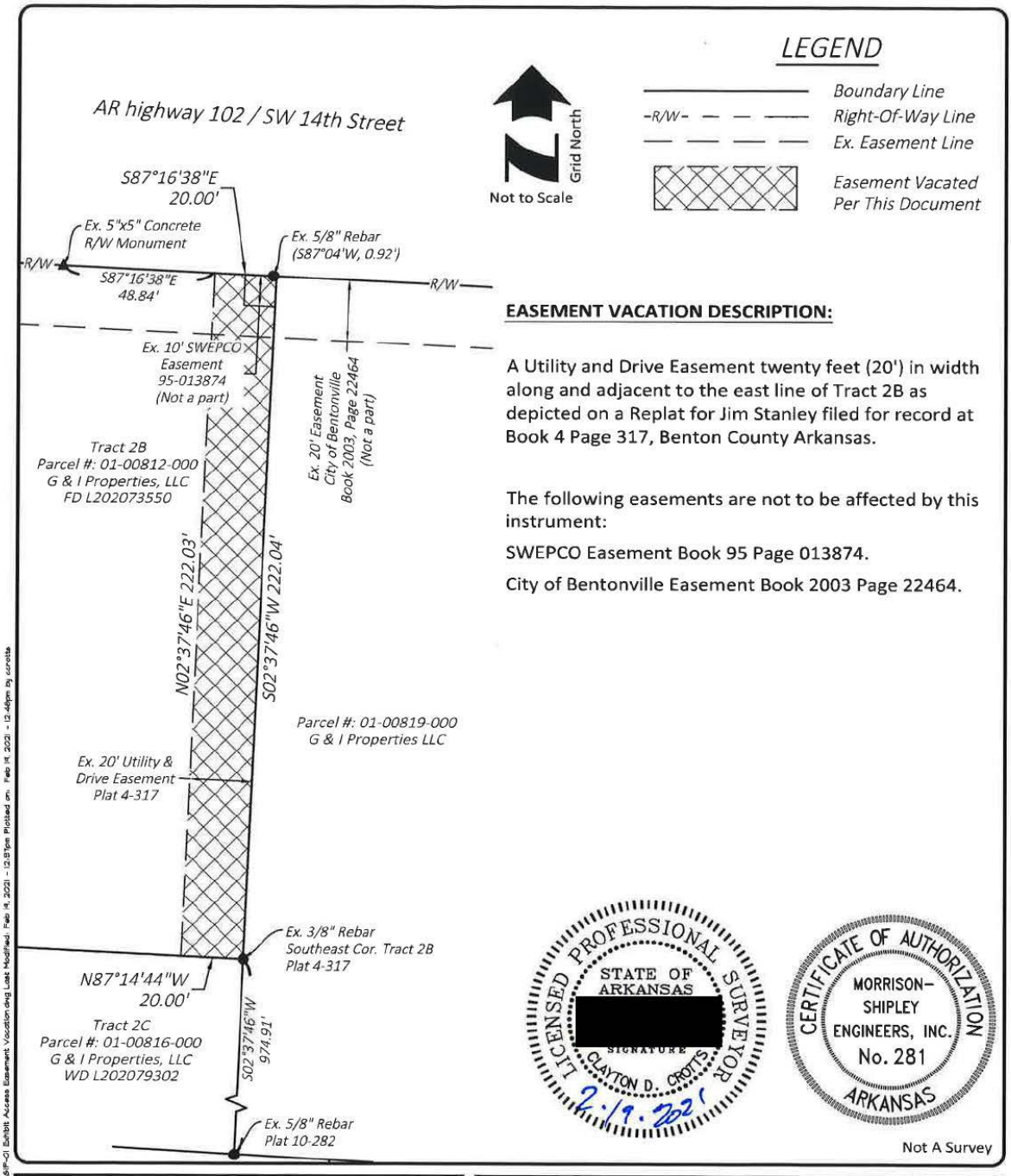
Recommendation/Suggested Action ***(Enter recommendation in space below):***

Resolution setting a public hearing for August 24, 2021 for a Utility and Access Easement Vacation requested for 1605/1703 SW 14th Street (VAC21-0017).

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

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


Approx location of UE/AE to be Vacated
Project Extents
MAYFLOWER RD
SW 9TH ST
SW BIRCH ST
SW 18TH ST
LINDY LN
SW COVENTRY BLVD
SW ELLINGTON ST
SW 15TH ST
SW 16TH ST
SW 17TH ST
0 0.03 0.05 0.1 0.2 km
0 0.03 0.07 0.13 mi
1:3,809
October 16, 2020
graphicsLayer0
Major Roads
Major Roads
Streets
Parcels


LEGEND
Boundary Line
R/W
Right-Of-Way Line
Ex. Easement Line
Easement Vacated Per This Document
Grid North
Not to Scale
AR highway 102 / SW 14th Street
S87°16'38"E 20.00'
Ex. 5"x5" Concrete R/W Monument
Ex. 5/8" Rebar (S87°04'W, 0.92')
S87°16'38"E 48.84'
Ex. 10' SWEPCO Easement 95-013874 (Not a part)
Ex. 20' Easement City of Bentonville Book 2003, Page 22464 (Not a part)
Tract 2B
Parcel #: 01-00812-000
G & I Properties, LLC
FD L202073550
N02°37'46"E 222.03'
S02°37'46"W 222.04'
Parcel #: 01-00819-000
G & I Properties LLC
Ex. 20' Utility & Drive Easement Plat 4-317
Ex. 3/8" Rebar Southeast Cor. Tract 2B Plat 4-317
N87°14'44"W 20.00'
Tract 2C
Parcel #: 01-00816-000
G & I Properties, LLC
WD L202079302
S02°37'46"W 974.91'
Ex. 5/8" Rebar Plat 10-282
EASEMENT VACATION DESCRIPTION:
A Utility and Drive Easement twenty feet (20') in width along and adjacent to the east line of Tract 2B as depicted on a Replat for Jim Stanley filed for record at Book 4 Page 317, Benton County Arkansas.
The following easements are not to be affected by this instrument:
SWEPCO Easement Book 95 Page 013874.
City of Bentonville Easement Book 2003 Page 22464.
LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
[redacted]
SIGNATURE
CLAYTON D. CROTTS
2.19.2021
CERTIFICATE OF AUTHORIZATION
MORRISON-SHIPLEY ENGINEERS, INC.
No. 281
ARKANSAS
Not A Survey
MORRISON SHIPLEY
2407 SE COTTONWOOD STREET • BENTONVILLE, AR 72712 • 479.273.2209 • MORRISONSHIPLEY.COM
EXHIBIT "A"
EASEMENT VACATION
Bentonville, Benton County, Arkansas
Drawn By: JDS
Date: 11.09.2020
Project No: GIP-01
Drawing Name: EXHIBIT
Drawing Name: P:\GIP-01\DWG\GIP-01 Exhibit Access Easement Vacation.dwg Last Modified: Feb 19, 2021 - 12:37pm Plotted on: Feb 19, 2021 - 12:46pm by crotts

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by G&I Properties, LLC requesting a utility and access easement vacation (VAC21-0017) within the City of Bentonville, Arkansas be vacated, which said utility and access easement is described as follows:

All of the 20' Utility and Drive Easement along and adjacent to the east line of Tract 2B, Jim Stanley Replat, filed for record in Plat Book 4 at page 317, June 5, 1984, said Tract 2B being part of the Fractional Northeast Quarter of the Northwest Quarter (Frac. NE1/4 NW1/4) of Section 1, Township 19 North, Range 31 West, Benton County, Arkansas, and said easement being more particularly described as follows:

COMMENCING at the southwest corner of the Fractional Northeast Quarter of the Northwest Quarter (Frac. NE1/4 NW1/4) of Section 1; thence South 88°51' East 615.20 feet; thence North 00°25' East 975.00 feet to the southeast corner of said Tract 2B and the POINT OF BEGINNING; thence North 89°24' West along the south line of said Tract 2B a distance of 20.00 feet; thence North 00°25' East parallel with the east line of said Tract 2B a distance of 222.60 feet, more or less, to the north line of said Tract 2B and the south line of AR Highway 102; thence South 89°24' East along said north line 20.00 feet to the northeast corner of said Tract 2B; thence South 00°25' West a distance of 222.60 feet, more or less, to the Point of Beginning.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility and access easement is set for a hearing on August 24, 2021 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2021 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____	_____
Kirby Romines, City Clerk	Stephanie Orman, Mayor
Bentonville, Arkansas	City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: Resolution to set public hearing

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

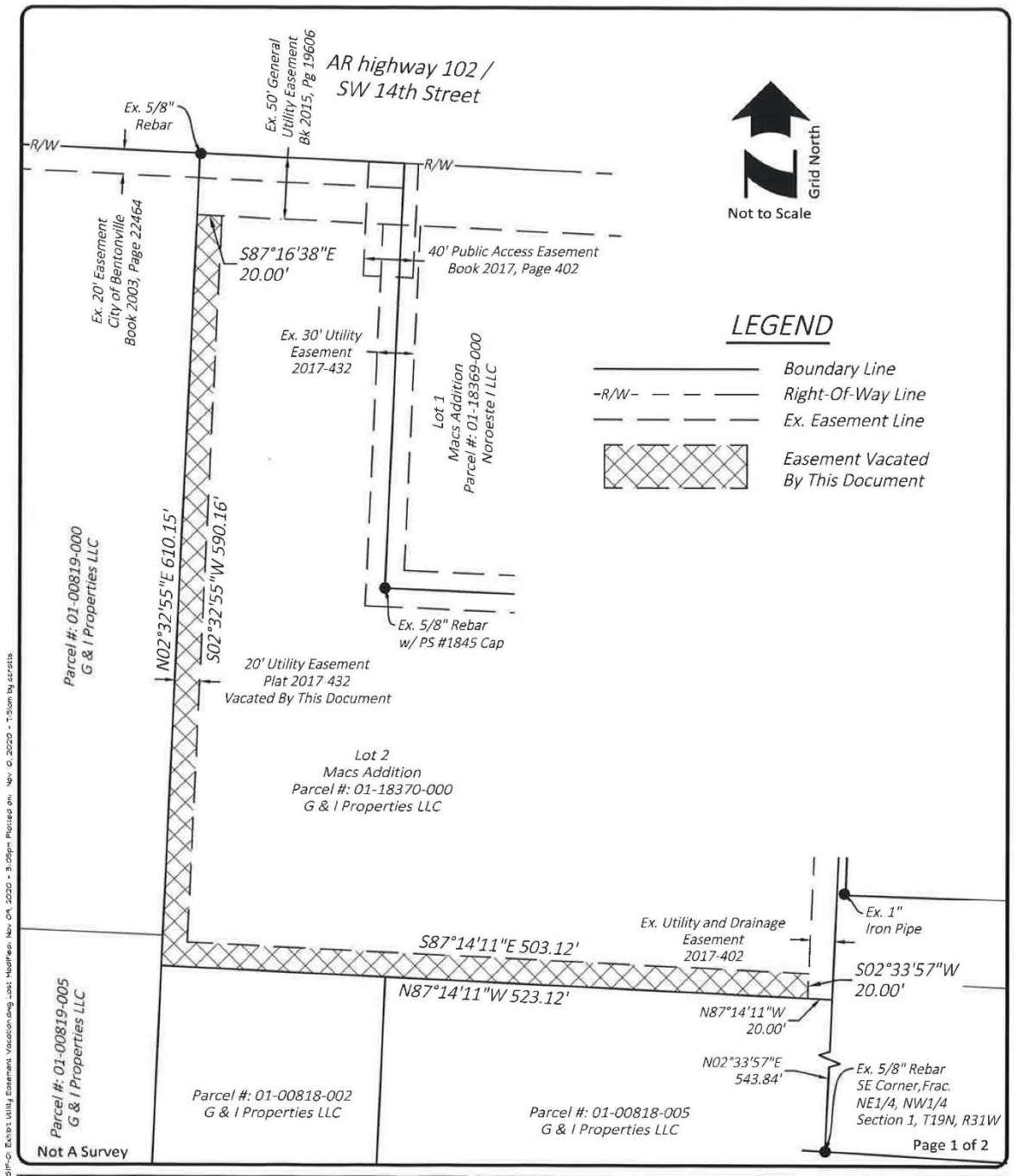
Recommendation/Suggested Action ***(Enter recommendation in space below):***

Resolution setting a public hearing for August 24, 2021 for a Utility Easement Vacation requested for 1507 SW 14th Street (VAC21-0018).

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

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


Aerial Photo
Bentonville, AR
N
900 ft
SW 14th St
SW Westpark Dr
Mayflower Rd
SW Susana St
Lindy Ln
SW Coventry Blvd
Anna St
Ryan St
SW 15th St
SW 16th St
SW 17th St
SW 18th St
SW Lington St
Google Earth



MORRISON SHIPLEY

2407 SE COTTONWOOD STREET • BENTONVILLE, AR 72712 • 479.273.2209 • MORRISONSHIPLEY.COM

EXHIBIT "A"
UTILITY EASEMENT VACATION

Bentonville, Benton County, Arkansas

Drawn By:	JDS
Date:	11.09.2020
Project No:	GIP-01
Drawing Name:	EXHIBIT

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by G&I Properties, LLC requesting a utility easement vacation (VAC21-0018) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A strip of land dedicated as a twenty foot (20') utility easement on a part of Lot 2, Mac's Addition to the City of Bentonville, Benton County, Arkansas and filed for record at Book 2017 Page 402, more particularly described as follows:

Commencing at a five-eighths inch (5/8") rebar accepted as the Southeast Corner of the Fractional Northeast Quarter of the Northwest Quarter of Section 1: thence North 02°33'57" East a distance of 543.84 feet to the Southeast Corner of Lot 2, Mac's Addition; thence North 87°14'11" West along the south line of Lot 2, a distance of 20.00 feet to the Point of Beginning; thence North 87°14'11" West a distance of 523.12 feet to the Southwest Corner of Lot 2; thence North 02°32'55" East a distance of 610.15 feet to the south line of an existing fifty foot (50') general utility easement filed for record at Book 2015 Page 19606; thence along the south line of said general utility easement, South 87°16'38" East a distance of 20.00 feet; thence departing said easement line, South 02°32'55" West a distance of 590.16 feet; thence South 87°14'11" East a distance of 503.12 feet to the west line of an existing utility easement filed for record at Book 2017 Page 402; thence along said easement line, South 02°33'57" West a distance of 20.00 feet to the Point of Beginning.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on August 24, 2021 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2021 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

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 in the amount of $32,000.00 for the purchase of a fire extinguisher trainer. Request are coming in to the fire department for the Community and City employees to get trained in the use of a fire extinguisher. This item was budgeted in 2020, but due to budget cuts, this item was removed.

Estimated Cost	**$32,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Amount will be paid from General Fund Reserves.

Budget Adjustment Request

Date of City Council Meeting	8/10/2021
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-3151

Purpose of Budget Adjustment *(Enter purpose in space below):*
To purchase a fire extinguisher trainer for the purpose of training Citizens and City employees on the use of a fire extinguisher.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102020	47410	Capital Equipment		$ 32,000.00
		Totals	$ -	$ 32,000.00
		Net Impact on Fund Balance	$	(32,000.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: August 10, 2021

Re: Budget Adjustment in the amount of $32,000.00

Fire Department is requesting a budget adjustment in the amount of $32,000.00 for the purchase of a fire extinguisher trainer.

This would replace our existing trainer that is 10 years old. It has served us well, but years of use has put equipment in disrepair. Our existing trainer uses propane for the fire, where the new trainer uses digital graphics and lasers to extinguish the fire. This will allow us to do the training indoors during inclement weather.

This trainer was budgeted in 2020, but due to COVID and budget cuts, it was removed.

The fire department is receiving request in the Community and City to get citizens and City employees trained in the use of a fire extinguisher.

This is one of our best Community relation projects that we offer.

Thank you for your consideration.

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**Parks and Recreation**
Submitted by	**Wade Tomlinson**
Phone	**(479) 464.7275**

Item Type: *(Check All That Apply)*

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

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

Resolution autorizing the Mayor and City Clerk enter into an agreement with Crafton Tull Associates for the master plan of the expansion and renovation of the 50 acre Phillips Park sports complex. The fee for the project is $160,905.00, with a maximum allowance of $2,000.00 for reimbursable expenses. This firm was selected following the City's standard RFQ solicitation and selection process for procurement of professional services in accordance with state law.

Estimated Cost	**$162,905**
Is this Item Budgeted?	☐ Yes ☑ No

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

Bond Funds

Memo

To:	City Council, Mayor Orman
Thru:	David Wright, Parks and Recreation Director
From:	Wade Tomlinson, Parks Planner
Date:	August 24, 2021
Re:	Resolution for contracting with Crafton Tull for design services for Phillips Park.

Resolution to enter into an agreement with Crafton Tull Associates, Inc. (Crafton Tull) for the master plan of the expansion and renovation of the 50 acre Philips Park sports complex for a fee of $160,950.00 plus reimbursable expenses up to $2,000.

This agreement is for the conceptual phase of design only. Our intent is to further visit with local youth sports participants and leaders, tournament organizers and national sports organizations to better understand what is fully needed in this new complex as we finalize the design. As we go through this process, we will understand the full needs of this facility. We may need to construct 11 fields, or we may need to construct 15. At the cost of approximately $1MM per field, we want to make sure we get this correct. At the conclusion of the conceptual phase, we will renegotiate the agreement that will lead us into schematic design, design development and construction documents.

The current park consist of five (5) fields on 50 acres of land. Regardless of the number of fields that will eventually be construction, we know we will increase the number of fields by at least 100%, possibly even 200%. This project will reconfigure the existing design to add the new tournament quality sports fields for youth and adult recreation. To further complement the additional playfields, the renovation project will include new sports lights, restroom facilities, batting cages, playgrounds, splash park, passive recreation space, greenspace, parking, and associated utility improvements.

The transformation will allow the city to host state and national sports tournaments while providing a boost to the local economy during months of seasonal play. It also creates a destination park for families living in the southeast part of the community. The services rendered will include assistance with construction cost estimating, project constructability analysis, value engineering and other construction efficiency input and analysis.

Funding for this project comes from the 2021 bond election.

If you have any questions regarding this item, please call me at 479.464.7275 or email wtomlinson@bentonvillear.com.

Attachments:
Agreement with Crafton Tull

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Phillips Park Renovation ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Crafton, Tull & Associates, Inc., hereinafter referred to as "ARCHITECT" (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 ARCHITECT 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 ARCHITECT has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ARCHITECT 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 ARCHITECT 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, ARCHITECT 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

ARCHITECT 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. ARCHITECT 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 ARCHITECT for all services authorized by inclusion in this AGREEMENT which have been properly performed by ARCHITECT in accordance with this AGREEMENT.

D. All fees paid to ARCHITECT shall be based on invoices submitted by ARCHITECT for work performed under this AGREEMENT, less any previous payments. ARCHITECT 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, ARCHITECT 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 ARCHITECT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ARCHITECT 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 ARCHITECT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ARCHITECT 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 ARCHITECT within thirty (30) days after receipt of an invoice, then the amount due to the ARCHITECT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ARCHITECT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ARCHITECT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ARCHITECT 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 ARCHITECT'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 ARCHITECT, 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 ARCHITECT'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. ARCHITECT 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 ARCHITECT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ARCHITECT 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 ARCHITECT'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 ARCHITECT, at no additional cost to the CITY. In the event that ARCHITECT 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 ARCHITECT.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ARCHITECT and its ARCHITECTs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ARCHITECT and its ARCHITECTs, 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 ARCHITECT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ARCHITECT's proprietary standard details that were developed by the ARCHITECT 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. ARCHITECT shall, upon completion of the services and full payment for the ARCHITECT'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 ARCHITECT 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 ARCHITECT, its employees, associates, agents and ARCHITECTs 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 ARCHITECT, its employees, contractor, agents and ARCHITECTs.

F. ARCHITECT 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 ARCHITECT's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ARCHITECT 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 ARCHITECT shall communicate to its employees. ARCHITECT 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, ARCHITECT shall not have any responsibility for overall job safety at the site. If in the ARCHITECT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ARCHITECT may immediately suspend performance until such safety standards can be attained.

C. ARCHITECT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ARCHITECT'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 ARCHITECT. In the event suspension or termination is without cause, payment to ARCHITECT, 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 ARCHITECT, and in the event the CITY and ARCHITECT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ARCHITECT's services hereunder at no additional cost other than the payment to ARCHITECT, in accordance with the terms of this AAGREEMENT, for the services reasonably determined by the CITY to be properly performed by ARCHITECT 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 ARCHITECT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ARCHITECT under this AGREEMENT. In such event, CITY will notify ARCHITECT 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 ARCHITECT 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, ARCHITECT 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 ARCHITECT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ARCHITECT 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 ARCHITECT, 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 ARCHITECT's actions. All services to be performed by the ARCHITECT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ARCHITECT 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 ARCHITECT 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, ARCHITECT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ARCHITECT'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 ARCHITECT 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 ARCHITECT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ARCHITECT's experience and qualifications and represent the ARCHITECT's judgement in accordance with the "Standard of Care". The ARCHITECT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ARCHITECT.

B. The CITY understands that the construction cost estimates developed by the ARCHITECT 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 ARCHITECT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

ARCHITECT 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 ARCHITECT'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 XIX – 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** One hundred sixty-two thousand nine hundred and fifty dollars ($ 162,950.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ARCHITECT.

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

CITY OF BENTONVILLE	**CRAFTON, TULL & ASSOCIATES, INC.**
CITY	ARCHITECT
	[redacted]
STEPHANIE ORMAN	**MATT CRAFTON, P.E.**
BY	BY
MAYOR	**PRESIDENT & CEO**
TITLE	TITLE
	August 4, 2021
DATE SIGNED	DATE SIGNED

APPENDIX A

PROJECT DESCRIPTION

This project consists of a complete renovation for Phillips Park. The project is an expansion and renovation of the existing 50-acre sports complex, reconfiguring the existing design and adding multiple, tournament-quality sports fields for youth and adult recreation. To further complement the additional playfields, the renovation project includes new sports lights, restroom facilities, batting cages, playgrounds, splash park, passive recreation space, greenspace, parking, and associated utility improvements. The transformation will allow the city to host state and national sports tournaments while providing a boost to the local economy during months of seasonal play. It also creates a destination park for families living in the southeast part of the community.

The first phase of this project's development will be for the ARCHITECT to lead a master planning process to determine the scope and layout of the renovated park, including the sizes, configuration and materials to be used in the various ballfields, as well as buildings and other park amenities. The master plan process will include a topographic survey of the existing park, analysis of existing utility services, meetings with city staff and other stakeholders, development of layout concepts, conceptual architectural drawings of proposed buildings, and a final rendered master plan of the proposed park improvements. The ARCHITECT will work with the city's selected Construction Manager to establish a cost estimate for the improvements.

Upon city approval of the master plan, the ARCHITECT will provide final design and construction documents for the park improvements in a second phase under an Amendment to the Agreement. The City of Bentonville Parks & Recreation staff requires some of the fields to be open during its primary baseball seasons of March through June each year; therefore, construction of the project is expected to be accomplished in phases. The ARCHITECT will assist the city staff and Construction Manager with development of a phasing plan for the construction of the project and assist with construction observation and administration.

APPENDIX B

SCOPE OF SERVICES

MASTER PLAN PHASE

TASK 1 PROJECT INITIATION

1.1 Precedent Tour

Site visit to ball parks in the region with the Client Group and ARCHITECT team to experience and discuss layout, design considerations, materials, budget etc. to help develop the design of Phillips Park.

1.2 City Coordination

ARCHITECT team members will meet with City of Bentonville staff (various departments) to discuss the city's overall vision for the park, desired program elements, environmental issues, drainage, utilities, pump station, circulation, contextual issues, architecture etc.

1.3 Topographic Design Survey

A representative from ARCHITECT's survey department will mark the site and submit a request to the local utility 1-Call System to mark all underground utilities within the proposed project site.

A title company will provide a title commitment for the property to be surveyed along with copies of record plats, deeds & easement documents as listed in the commitment.

ARCHITECT's survey crew will set at least four survey control monuments adjacent to the site that will be tied to the city state plane coordinates and elevation datum to which all survey data for this project will be referenced.

ARCHITECT will provide a topographic survey of the project survey site. Sufficient ground elevation shots will be taken for the establishment of 1'-contours across the survey site, which will include some areas beyond the boundary lines, where accessible.

The survey will include aerial photography of the site.

ARCHITECT will locate all visible utility lines and those as marked by the utility 1-Call System. All flow lines of drainage inlets and pipes will be measured, and the invert elevation of sanitary sewer manholes will be recorded. All pipe sizes will be measured and shown on the topographic survey.

ARCHITECT's field crew will locate all trees that have a trunk diameter of 8 inches or larger.

ARCHITECT will locate any property corners that are available for the property.

ARCHITECT will prepare an AutoCAD base survey drawing of the topographic design survey of the site, which will be used for engineering design purposes. This base survey drawing will include property boundary lines and any easement lines discovered by the examination of the title commitment for the property or any other provided documents. A boundary survey plat is not included in this scope.

1.4 Inventory & Assessment

Conduct an on-site inventory of the current park to assess the existing uses, facilities and conditions, architectural character, contextual relationships, view sheds, existing landscape, internal circulation, ingress/egress and ADA accessibility.

1.5 Preliminary Drainage Analysis

Begin drainage study and calculations to make determinations on the volume and size of storm water detention / retention facilities to assist in the comprehensive site layout.

1.6 Preliminary Water and Sanitary Sewer Analysis

Meet with city utility department staff to discuss their requirements for the renovated park. Begin study of the sizes and condition of existing water and sanitary sewer utilities, including the existing sewer lift station. Begin study and calculations to determine the sizes of water and sewer utilities to serve the renovated park.

TASK 2 SITE PLANNING

2.1 Conceptual Site Plan

Prepare conceptual sports park site plan, with emphasis on program elements identified in task 1.2, as well as pedestrian and vehicular linkages to surrounding amenities. Plan concept will investigate varied options that keep or remove existing structures or uses. Plan will include the primary utility and drainage corridors to service the site.

2.2 Architectural Concepts

Develop building program requirements in coordination with the design team and city staff. Attend planning and coordination meetings as necessary. Establish general design concepts for buildings. Prepare Conceptual Design of structures for city staff's review, including proposed exterior finishes. Deliverables shall be Floor Plans, Exterior Elevations, and Three-dimensional views as needed to explain the design.

2.3 Preliminary Cost Estimate & Client Meeting

Provide assistance to the city's selected Construction Manager (CM) as the CM develops the preliminary estimate of probable costs for the conceptual site and building plans prepared in tasks 2.1 and 2.2. ARCHITECT's team will meet in Bentonville with Client Group to review the conceptual site plans and estimate of costs.

2.4 Tract Combination Plat

ARCHITECT will prepare a Tract Combination Plat of Parcels 01-00167-000, 01-00167-001 and 01-16330-000 in the format required by the City of Bentonville. Intent is to create one parcel out of three existing parcels. During the city review process our office will make any necessary revisions to the plat as requested by the city.

After city approval of the plat, our surveyors will set a 5/8" steel rebar pin & cap at any missing property corner as shown on the approved Tract Combination Plat.

The approved plat will be recorded at the county courthouse after it has been signed city officials. Once the plat has been recorded, we will email a pdf copy to the city and provide paper copies.

TASK 3 SITE PLAN REFINEMENT

3.1 Final Rendered Master Plan

Prepare a master plan graphic for Phillips Park based on City comments in Task 2. Plan will depict ballfields, drives, parking, walks, existing structures to remain, proposed facilities (i.e. structures, fields, and activity areas), proposed and existing open space areas including playground, picnic areas, etc.

3.2 Client Meeting

ARCHITECT will meet with the Client Group in Bentonville to review the rendered plan and CM's cost estimate.

3.3 Final Revisions

Final revisions will be made to the rendered master plan and building conceptual drawings per city comments in the task 3.2 meeting. The final deliverables will be in a digital format suitable for the city staff to communicate the project to the public and various stakeholders. The final master plan and building concepts will provide the basis for estimating engineering and architectural design efforts to follow the master plan phase.

FINAL DESIGN AND CONSTRUCTION DOCUMENTS

The scope of services and fees for the ARCHITECT to provide final design and construction documents for the project will be presented in an Amendment to this Agreement after the master planning process is complete. Services in the design phase will include final engineering and architectural design, permit applications with the city and various state agencies, and preparation of an easement plat for the renovated park.

CONSTRUCTION ADMINISTRATION

The scope of services and fees for the ARCHITECT to assist the city with construction administration for the project will be presented in an Amendment to this Agreement after the master planning process is complete.

Scope of Basic Services does not include the following unless added by an Amendment to the Agreement:

Surveys and plats of the property for financing, sales, or other purposes such as an ALTA or as-built survey.

Environmental studies, including wetland delineation, environmental site assessment, Corps of Engineering permitting, etc.

Flood studies and FEMA map revisions.

Design of offsite utility or street improvements.

CITY OF BENTONVILLE SHALL PROVIDE:

Any available existing drawings of the site from city files, including utility drawings, survey plats, etc.

A current title commitment or title search by a title and abstract company for all deeds, easements and other recorded documents which may affect the site.

Access for ARCHITECT's personnel to enter the property to conduct surveys and other site assessments.

APPENDIX C

FEES

MASTER PLAN PHASE

1. The City shall pay ARCHITECT for Services as follows:

a. A Lump Sum amount of $160,950.00. This amount includes compensation for ARCHITECT's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.

b. Reimbursable expenses shall be invoiced over and above the Lump Sum fee at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be $2,000.00.

c. The portion of the compensation amount billed monthly for ARCHITECT's Services will be based upon ARCHITECT's estimate of the percentage of the total Services actually completed during the billing period.

FINAL DESIGN AND CONSTRUCTION DOCUMENTS

To be determined in an Amendment to this Agreement after the master planning process is complete.

CONSTRUCTION ADMINISTRATION

To be determined in an Amendment to this Agreement after the master planning process is complete.

Crafton Tull
architecture | engineering | surveying

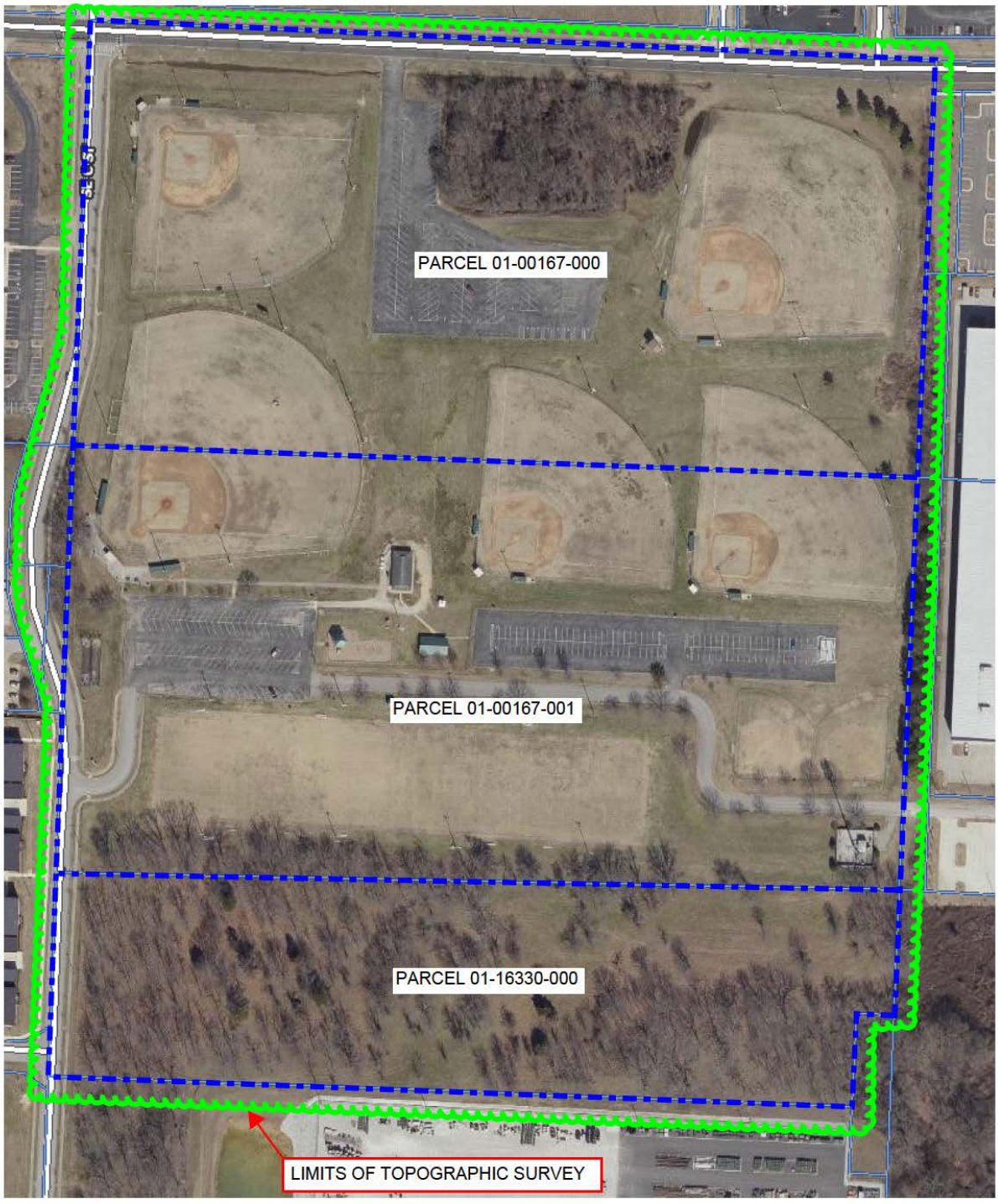
APPENDIX E
Standard Hourly Rate Schedule
Effective January 1, 2021

Category	Hourly Rate
ARCHITECTURE	
VICE PRESIDENT OF ARCHITECTURE	$ 175
DIRECTOR OF ARCHITECTURE	$ 160
SR. PROJECT MANAGER	$ 140
PROJECT MANAGER	$ 130
SR. PROJECT ARCHITECT	$ 115
PROJECT ARCHITECT	$ 110
INTERN ARCHITECT III	$ 100
INTERN ARCHITECT II	$ 90
INTERN ARCHITECT I	$ 80
SR. DESIGNER	$ 120
DESIGNER III	$ 105
DESIGNER II	$ 85
DESIGNER I	$ 75
BIM COORDINATOR III	$ 70
BIM COORDINATOR II	$ 55
BIM COORDINATOR I	$ 40
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. 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
ENVIRONMENTAL	
SR. ENVIRONMENTAL SCIENTIST	$ 145
ENVIRONMENTAL SCIENTIST	$ 85
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	$ 185
ADMINISTRATIVE MANAGER	$ 125
ADMINISTRATIVE IV	$ 85
ADMINISTRATIVE III	$ 70
ADMINISTRATIVE II	$ 50
ADMINISTRATIVE I	$ 35

Category	Hourly Rate
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
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.

APPENDIX D

SURVEY SITE



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON, TULL AND ASSOCIATES FOR SERVICES RELATED TO THE MASTER PLAN OF THE EXPANSION AND RENOVATION OF THE PHILLIPS PARK SPORTS COMPLEX.

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 Crafton, Tull and Associates for services related to the Master Plan of the expansion and renovation of the Phillips Park Sports Complex, 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	**8/10/2021**
Department	**Parks and Recreation**
Submitted by	**Wade Tomlinson, Parks Planner**
Phone	**(479) 464-7275**

Item Type: *(Check All That Apply)*

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

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

Resolution authorizing Mayor and City Clerk to enter into a professional services agreement with Flintco LLC, in the amount of $85,000.00 plus reimbursable expenses, to provide preconstruction services for the development of the Quilt of Parks project. This firm was selected in accordance with §14-58-1001, for projects exceeding $2 million dollars.

Estimated Cost	**$85,000**
Is this Item Budgeted?	☐ Yes ☑ No

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

Bond Funds

Memo

To:	City Council, Mayor Orman
Thru:	David Wright, Parks and Recreation Director
From:	Wade Tomlinson, Parks Planner
Date:	August 24, 2021
Re:	Resolution for contracting with Flintco for Construction Management of the Future Quilt of Parks Project

---

Resolution – Staff requests City Council approval for a Resolution authoring the Mayor and City Clerk to enter into a professional services agreement with Flintco, LLC to provide preconstruction service of the development of the future the Quilt of Parks Project for an amount not to exceed $85,000 plus reimbursable expenses.

Upon contract execution Flintco, LLC will collaborate with the project designer Design Workshop to provide input in finalizing the drawings, cost estimates and associated project services.

The services rendered will include assistance with construction cost estimating, project constructability analysis, value engineering and other construction efficiency input and analysis.

The agreement allows for an amendment to move to construction services. Acting on the amendment will require additional City Council action.

The Quilt of Park Project will enhance the downtown public spaces by providing destination amenities such as pedestrian corridors, playgrounds, outdoor seating, amphitheater, restrooms, streetscapes, recreation, wayfinding, park and street lighting and wayfinding.

Funding for this project comes from City Funds and the Walton Family Foundation.

If you have any questions regarding this item, please call me at 479.464.7275 or email wtomlinson@bentonvillear.com.

Attachments:
Agreement with Flintco

1

AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 28th day of June in the year 2021
(In words, indicate day, month, and year.)

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

City of Bentonville, Arkansas
305 SW A Street
Bentonville, AR 72712

and the Construction Manager:
(Name, legal status, address, and other information

Flintco, LLC
184 East Fantinel Blvd
Springdale, AR 72762

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

City of Bentonville – Parks and Recreation Quilt of Parks
206 E Central Ave
Bentonville, AR 72712

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

Design Workshop
812 San Antonio Street
Suite 40
Austin, TX 78701

The Owner and Construction Manager agree as follows.

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

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

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

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

- A Street Promenade
- The Commons Park
- Dave Peel Park

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

See 1.1.7

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§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

$17,000,000

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

.1 Design phase milestone dates, if any:
Concept Phase : Complete August 1, 2021
All other Dates TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD at Time of GMP

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

n/a

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

See 1.1.7

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

n/a

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Wade Tomlinson
Bentonville Parks and Recreation
215 SW A Street
Bentonville, AR 72712
(479) 271-3392

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

To be determined by Owner at a later date

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

.1 Geotechnical Engineer:

To be determined at a later date

.2 Civil Engineer:

Ecological Design Group

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

N/A

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Conners Ladner, PLA
Design Workshop
812 San Antonio Street, Suite 401
Austin, TX 78701
512 717-5461 (direct)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Brent Farmer
184 E. Fantinel Blvd
Springdale, AR 72762

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Not applicable

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Not applicable

§ 1.1.15 Other Initial Information on which this Agreement is based:

None

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§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not

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warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and

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the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

n/a

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's

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acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of all trade construction contracts, including allowances and contingencies described in Section 2.2.4, the General Conditions, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 [Reserved]

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Owner and the Construction Manager acknowledge that the contingency is included in the Guaranteed Maximum Price proposal for costs, which have not been taken into precise account in the establishment of the Guaranteed Maximum Price, including, but not limited to those resulting from:

(1) scope gaps between trade contractors;
(2) costs due to subcontractor failure that are not paid under applicable subcontractor default insurance;
(3) excess costs due to major weather events;
(4) damage to the Work not recoverable from another party or insurance policy; or
(5) any other increase in the Cost of the Work due to an unforeseen event or occurrence that is not under the Construction Manager's control.

The Construction Manager's contingency may be applied by the Construction Manager, at its sole discretion, to any item of cost described above or as defined by the Cost of the Work without the necessity of a modification, without constituting a change in the Work, and without resulting in any change in the Guaranteed Maximum Price. The Construction Manager shall advise the Architect and the Owner in writing when applying a part of the Construction Manager's contingency as allowed by the Contract Documents.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless agreed to in the Guaranteed Maximum Price Amendment or the Owner provides prior written authorization for such costs.

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§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information reasonably required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the

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Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as required by the Contract Documents or otherwise agreed to in writing by the parties.

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

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

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor

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Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

A lump sum amount of $85,000.00 plus the actual cost of reprographics, based on a $17M budget. Preconstruction services shall be adjusted at one half (0.5%) if budget exceeds $17M.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

None

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve_ (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)
Wall Street Journal Prime Rate plus 2%, as published in the printed version of the Wall Street Journal, not to exceed ten percent (10%) per annum.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Five and one half percent (5.5%) of the Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work

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Five and one half percent (5.5%) of the Cost of the Work

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

To be established with Contract Documents

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceedone hundred percent (100 %) of the current edition of the "AED Green Book" standard rate.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Not applicable

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

All savings to be returned to the Owner

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work
§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

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ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. The Construction Manager shall include in the Guaranteed Maximum Price proposal as part of the Cost of the Work a lump sum amount for General Conditions that shall include all costs of Construction Manager's supervisory and administrative personnel including all associated costs of insurance, taxes, benefits, vehicle allowances, cell phones, radios, telecommunications, computers, software, other miscellaneous office costs, office trailer rental, office utilities, and any other costs required to maintain a construction office at the site. This lump sum amount for General Conditions shall be billed and paid in equal monthly installments commencing with the calendar month next following the date of commencement of construction of the Project through the month of the date of anticipated Substantial Completion. The monthly installment amount may be prorated for part of a calendar month at the commencement of construction. The Construction Manager will provide Owner a General Conditions budget during the Preconstruction Phase.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Provided, however, that the wages and salaries for such construction workers while performing construction work as part of a self-perform trade scope of work awarded to the Construction Manager shall be included in the Construction Manager's lump sum price for that scope of work.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel are included in the General Conditions and shall not be charged separately as part of labor

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work are included in the General Conditions and shall not be charged separately as part of labor costs.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions (collectively referred to as "Construction Worker Burden"). The Construction Worker Burden shall be at the fixed rate of 49% of wages and salaries included in the Cost of the Work under Sections 7.2.1.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

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§ 7.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors/Trade Contractors in accordance with the requirements of the subcontracts or trade construction contracts awarded pursuant to the Act and payments due to the Construction Manager for any self-performed portions of the Work.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. Rates of Construction Manager-owned equipment shall be one hundred percent (100%) of the current edition of the "AED Green Book" standard rate.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies. Costs of document reproductions within the Construction Manager's office at the site, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the Construction Manager's site office are included in the General Conditions and shall not be charged separately as part of temporary facilities costs.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs
§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract at fixed rates agreed to by the Owner.

§ 7.6.1.1 [Reserved}

§ 7.6.1.2 [Reserved]

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to any portion of the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

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§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval. If the Construction Manager self-performs any scope of the work as a trade contractor, upon approval by the Owner, the scope of the work will be performed on a lump sum basis, and shall be paid on a percentage of completion basis according to the schedule of values provided by the Construction Manager on Applications for Payment.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

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§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7; and

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded

(Paragraph Deleted)

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 The Construction Manager shall solicit bids for all portions of the Work including portions that the Construction Manager customarily performs with the Construction Manager's own personnel. The Construction Manager shall solicit bids from Subcontractors, and from suppliers of materials or equipment fabricated especially

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for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents in accordance with the mandatory provisions of the ActThe Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 [Reserved]

§ 9.2 [Reserved]

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. Upon execution of a mutually acceptable non-disclosure agreement by the Construction Manager, the Owner and the Owner's auditors, the Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. The Owner agrees that (i) lump sum amounts for General Conditions, the lump sum amounts for self-perform work, Subcontractor lump subcontract amounts, rates, multipliers and other fixed percentages and amounts it has agreed that the Construction Manager may charge as a Cost of the Work are subject to the Owner's audit rights only for the Owner to confirm that such lump sum amounts, rates, multipliers, percentages or amounts have been charged by the Construction Manager in accordance with the Contract Documents, and (ii) the composition of such rates, multipliers, percentages or amounts is not subject to audit by the Owner or the Owner's auditors.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect and the Owner by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receive the Application for Payment.

(Paragraph Deleted)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

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§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

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.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% of all subcontracted amounts.

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Amounts attributable to fee, general conditions, directly purchased materials, field services, insurance and bonds.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Not applicable

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Not applicable

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

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.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 15 days after the issuance of the Architect's final Certificate for Payment

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§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Wall Street Journal Prime Rate plus 2%, as published in the printed version of the Wall Street Journal, not to exceed ten percent (10%) per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017.

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§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[X] Other: *(Specify)*

Mediation

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement by Owner pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time

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of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

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§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and both past and future obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds
§ 14.3.1 Preconstruction Phase
The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than two million ($ 2,000,000) for each occurrence and four million ($ 4,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million ($ 1,000,000) each accident, one million ($ 1,000,000) each employee, and one million ($ 1,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million ($ 1,000,000) per claim and pne million ($ 1,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

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Coverage	Limits
Not applicable	

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

In the event of significant delay or significant price increase of material occurring during the performance of the Work through no fault of the Construction Manager, the Contract Sum and time of performance shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this Agreement and the date of installation.

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

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(Paragraph Deleted)

(Table Deleted)

(Paragraphs Deleted)

This Agreement is entered into as of the day and year first writt[redacted]

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Stephanie Orman Mayor of Bentonville	Brent Farmer Vice President Area Manager
Printed name and title)	*(Printed name and title)*

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AIA® Document A133™ – 2019

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PAGE 1

AGREEMENT made as of the 28th day of June in the year 2021

...

City of Bentonville, Arkansas

...

305 SW A Street

...

Bentonville, AR 72712

...

(Name, legal status, address, and other ~~information)~~information

Flintco, LLC
184 East Fantinel Blvd
Springdale, AR 72762

...

(Name, location, and detailed ~~description)~~description

...

City of Bentonville – Parks and Recreation Quilt of Parks
206 E Central Ave
Bentonville, AR 72712

Design Workshop
812 San Antonio Street
Suite 40

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Austin, TX 78701

- A Street Promenade
- The Commons Park
- Dave Peel Park

PAGE 2

See 1.1.7

PAGE 3

$17,000,000

...

Concept Phase : Complete August 1, 2021

...

All other Dates TBD

...

TBD

...

TBD at Time of GMP

...

N/A

...

n/a

...

See 1.1.7

...

n/a

Wade Tomlinson
Bentonville Parks and Recreation
215 SW A Street
Bentonville, AR 72712
(479) 271-3392

PAGE 4

To be determined by Owner at a later date

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...

To be determined at a later date

...

Ecological Design Group

...

N/A

...

Conners Ladner, PLA

...

Design Workshop

...

812 San Antonio Street, Suite 401

...

Austin, TX 78701

...

512 717-5461 (direct)

...

Brent Farmer
184 E. Fantinel Blvd
Springdale, AR 72762

...

Not applicable

...

Not applicable

...

None

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PAGE 7

n/a

PAGE 8

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of ~~the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4,~~ all trade construction contracts, including allowances and contingencies described in Section 2.2.4, the General Conditions, and the Construction Manager's Fee described in Section 6.1.2.

...

§ 3.2.2 ~~To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.~~[Reserved]

...

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Owner and the Construction Manager acknowledge that the contingency is included in the Guaranteed Maximum Price proposal for costs, which have not been taken into precise account in the establishment of the Guaranteed Maximum Price, including, but not limited to those resulting from:

...

(1) scope gaps between trade contractors;

...

(2) costs due to subcontractor failure that are not paid under applicable subcontractor default insurance;

...

(3) excess costs due to major weather events;

...

(4) damage to the Work not recoverable from another party or insurance policy; or

...

(5) any other increase in the Cost of the Work due to an unforeseen event or occurrence that is not under the Construction Manager's control.

...

The Construction Manager's contingency may be applied by the Construction Manager, at its sole discretion, to any item of cost described above or as defined by the Cost of the Work without the necessity of a modification, without constituting a change in the Work, and without resulting in any change in the Guaranteed Maximum Price. The

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Construction Manager shall advise the Architect and the Owner in writing when applying a part of the Construction Manager's contingency as allowed by the Contract Documents.

...

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

...

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless agreed to in the Guaranteed Maximum Price Amendment or the Owner provides prior written authorization for such costs.

PAGE 9

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information reasonably required by the Owner.

PAGE 10

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as required by the Contract Documents or otherwise agreed to ~~by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~in writing by the parties.

...

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

PAGE 11

A lump sum amount of $85,000.00 plus the actual cost of reprographics, based on a $17M budget. Preconstruction services shall be adjusted at one half (0.5%) if budget exceeds $17M.

...

None

...

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§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~(~~ thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

Wall Street Journal Prime Rate plus 2%, as published in the printed version of the Wall Street Journal, not to exceed ten percent (10%) per annum.

...

~~%~~

...

Five and one half percent (5.5%) of the Cost of the Work

...

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the ~~Work~~Work

PAGE 12

Five and one half percent (5.5%) of the Cost of the Work

...

To be established with Contract Documents

...

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (%) of the standard rental rate paid at the place of the Project~~one hundred percent (100 %) of the current edition of the "AED Green Book" standard rate.

...

Not applicable

...

All savings to be returned to the Owner

PAGE 13

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. The Construction Manager shall include in the Guaranteed Maximum Price proposal as part of the Cost of the Work a lump sum amount for General Conditions that shall include all costs of Construction Manager's supervisory and administrative personnel including all associated costs of insurance, taxes, benefits, vehicle allowances, cell phones, radios, telecommunications, computers, software, other miscellaneous office costs, office trailer rental, office

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utilities, and any other costs required to maintain a construction office at the site. This lump sum amount for General Conditions shall be billed and paid in equal monthly installments commencing with the calendar month next following the date of commencement of construction of the Project through the month of the date of anticipated Substantial Completion. The monthly installment amount may be prorated for part of a calendar month at the commencement of construction. The Construction Manager will provide Owner a General Conditions budget during the Preconstruction Phase.

...

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. Provided, however, that the wages and salaries for such construction workers while performing construction work as part of a self-perform trade scope of work awarded to the Construction Manager shall be included in the Construction Manager's lump sum price for that scope of work.

...

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel ~~when stationed at the site and performing Work, with the Owner's prior approval.~~are included in the General Conditions and shall not be charged separately as part of labor

...

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the ~~Work.~~Work are included in the General Conditions and shall not be charged separately as part of labor costs.

...

...

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and ~~pensions, provided such costs are based on~~ pensions (collectively referred to as "Construction Worker Burden"). The Construction Worker Burden shall be at the fixed rate of 49% of wages and salaries included in the Cost of the Work under Sections ~~7.2.1 through 7.2.3.~~7.2.1.

PAGE 14

Payments made by the Construction Manager to ~~Subcontractors~~ Subcontractors/Trade Contractors in accordance with the requirements of the subcontracts ~~and this Agreement.~~or trade construction contracts awarded pursuant to the Act and payments due to the Construction Manager for any self-performed portions of the Work.

...

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. ~~The total rental cost of any such equipment may not~~

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~~exceed the purchase price of any comparable item.~~Rates of Construction Manager-owned equipment shall be one hundred percent (100%) of the current edition of the "AED Green Book" standard rate.

...

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies. Costs of document reproductions within the Construction Manager's office at the site, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the Construction Manager's site office are included in the General Conditions and shall not be charged separately as part of temporary facilities costs.

...

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this ~~Contract.~~Contract at fixed rates agreed to by the Owner.

...

§ 7.6.1.1 ~~Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.~~[Reserved]

...

§ 7.6.1.2 ~~Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.~~[Reserved]

...

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to any portion of the Work and for which the Construction Manager is liable.

PAGE 15

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval. If the Construction Manager self-performs any scope of the work as a trade contractor, upon approval by the Owner, the scope of the work will be performed on a lump sum basis, and shall be paid on a percentage of completion basis according to the schedule of values provided by the Construction Manager on Applications for Payment.

PAGE 16

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7; and

...

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be ~~exceeded; and~~exceeded

...

~~**.9** Costs for services incurred during the Preconstruction Phase.~~

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...

PAGE 17

§ 9.1 ~~Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain~~ The Construction Manager shall solicit bids for all portions of the Work including portions that the Construction Manager customarily performs with the Construction Manager's own personnel. The Construction Manager shall solicit bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract ~~Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The~~ Documents in accordance with the mandatory provisions of the ActThe Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

...

§ 9.1.1 ~~When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.~~[Reserved]

...

§ 9.2 ~~Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.~~[Reserved]

...

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. ~~The~~ Upon execution of a mutually acceptable non-disclosure agreement by the Construction Manager, the Owner and the Owner's auditors, the Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. The Owner agrees that (i) lump sum amounts for General Conditions, the lump sum amounts for self-perform work, Subcontractor lump subcontract amounts, rates, multipliers and other fixed percentages and amounts it has agreed that the Construction Manager may charge as a Cost of the Work are subject to the Owner's audit rights only for the Owner to confirm that such lump sum amounts, rates, multipliers, percentages or amounts have been charged by the

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Construction Manager in accordance with the Contract Documents, and (ii) the composition of such rates, multipliers, percentages or amounts is not subject to audit by the Owner or the Owner's auditors.

...

§ 11.1.1 Based upon Applications for Payment submitted to the Architect ~~by the Construction Manager, and Certificates for Payment issued by the Architect,~~ and the Owner by the Construction Manager, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

...

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~month.

...

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~( ) days after the Architect receives the Application for Payment.~~fifteen (15) days after the Architect receive the Application for Payment.

...

~~*(Federal, state or local laws may require payment within a certain period of time.)*~~

PAGE 19

5% of all subcontracted amounts.

...

Amounts attributable to fee, general conditions, directly purchased materials, field services, insurance and bonds.

...

Not applicable

...

Not applicable

PAGE 20

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than ~~30~~ 15 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~Payment

...

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...

~~%~~ Wall Street Journal Prime Rate plus 2%, as published in the printed version of the Wall Street Journal, not to exceed ten percent (10%) per annum

...

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. ~~However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.~~

PAGE 21

[X] Other: *(Specify)*

...

Mediation

...

§ 13.1.2 In the event of termination of this Agreement by Owner pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. ~~In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.~~

PAGE 23

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and both past and future obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

...

§ 14.3.1.1 Commercial General Liability with policy limits of not less than two million ($ 2,000,000) for each occurrence and four million ($ 4,000,000) in the aggregate for bodily injury and property damage.

...

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million ($ 1,000,000) each accident, one million ($ 1,000,000) each employee, and one million ($ 1,000,000) policy limit.

...

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§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million ($ 1,000,000) per claim and pne million ($ 1,000,000) in the aggregate.

PAGE 24

Not applicable

...

In the event of significant delay or significant price increase of material occurring during the performance of the Work through no fault of the Construction Manager, the Contract Sum and time of performance shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this Agreement and the date of installation.

...

~~.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

...

~~*(Insert the date of the E203-2013 incorporated into this Agreement.)*~~

PAGE 25

~~.6 Other Exhibits:~~

...

~~*(Check all boxes that apply.)*~~

...

~~[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~

...

~~(Insert the date of the E234-2019 incorporated into this Agreement.)~~

...

~~[ ] Supplementary and other Conditions of the Contract:~~

...

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

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...

~~.7 Other documents, if any, listed below:~~

...

~~*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*~~

...

Stephanie Orman Mayor of Bentonville	Brent Farmer Vice President Area Manager
(~~Printed~~ Printed name and title)	*(Printed name and title)*

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[redacted]

(Signed)

VP, Area Manager

(Title)

8.4.21

(Dated)

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General Conditions of the Contract for Construction

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

City of Bentonville – Parks and Recreation Quilt of Parks
206 E Central Ave
Bentonville, AR 72712

THE OWNER:
(Name, legal status and address)

City of Bentonville, Arkansas
305 SW A Street
Bentonville, AR 72712

THE ARCHITECT:
(Name, legal status and address)

Design Workshop
812 San Antonio Street
Suite 401

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

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consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

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Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

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§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT
§ 4.1 General
§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract
§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications
The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

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prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

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promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

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.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

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affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and

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unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

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the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

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Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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PAGE 1

City of Bentonville – Parks and Recreation Quilt of Parks
206 E Central Ave
Bentonville, AR 72712

...

City of Bentonville, Arkansas
305 SW A Street
Bentonville, AR 72712

...

Design Workshop
812 San Antonio Street
Suite 401

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Certification of Document's Authenticity

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I, Brent Farmer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:25:22 ET on 08/04/2021 under Order No. 2513164306 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

[redacted]

(Signed)

VP, Area Manager

(Title)

8.4.21

(Dated)

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH FLINTCO, LLC FOR PRE-CONSRUCTION PROFESSIONAL SERVICES RELATED TO THE QUILT OF PARKS PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Flintco, LLC, to provide pre-construction professional services related to the Quilt of Parks Project, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall, Parks Maintenance Manager**
Phone	**(479) 271-3190**

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 IFB-21-56 to Decco Ex for the 2021 Parking Lot Maintenance Project at the per unit prices attached, for an estimated total of $54,629.50 (based on estimated quantities).

Estimated Cost	**$54,629.50**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Scott Mendenhall, Parks Maintenance Manager

Date: July 29, 2021

Re: Bid Award IFB-21-56 to Decco Ex for the 2021 Parks Parking Lot Maintenance Project, at the per unit prices attached, for an estimated total of $54,629.50 (based on estimated quantities). This service is a 2021 budgeted item.

Parks and Recreation Department Staff requests City Council's approval to award Bid IFB-21-56 to Decco Ex for the 2021 Parking Lot Maintenance for the City of Bentonville Parks and Recreation Department, at the per unit prices attached, for an estimated total of $54,629.50 (based on estimated quantities).

In an effort to maintain the integrity, safety element and aesthetic of the City Parks Parking Lots, our department routinely plans and budgets for annual rotating parking lot maintenance.

The work includes multiple sites and is considered routine maintenance with a goal to preserve and prolong the life span of multiple parking facilities at City parks located around the City of Bentonville.

The work will consist of, but not be limited to including closing and clearing of parking lots, cleaning, pavement crack sealing, priming, top coats, pavement markings, and re-opening.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email smendenhall@bentonvillear.com.

Attachments:

Bid Tabulation

CITY OF BENTONVILLE
BID TABULATION
IFB-21-56 2021 PARKING LOT MAINTENANCE
FRIDAY, JULY 23, 2021 @ 1:30 PM

IFB-21-56 PARKING LOT MAINTENANCE				DECCO EX		MARKING SYSTEMS	
Line Item	Unit of Measure	Estimated Qty of	Description	Per Unit (SF) Price (B)	Extended Price (A*B)	Per Unit (SF)	Extended Price (A*B)
1	SF	12,500	NE A Street Parking Lot, As Specified	$ 0.17	$ 2,125.00	$ 0.26	$ 3,250.00
2	SF	29,300	Bark Park Parking Lots, As Specified (Includes ~12,000 SF for North and ~17,300 SF for	$ 0.17	$ 4,981.00	$ 0.27	$ 7,911.00
3	SF	28,000	Memorial Park SE Parking Lot, As Specified	$ 0.17	$ 4,760.00	$ 0.35	$ 9,800.00
4	SF	8,600	Wildwood Parking Lot, AS Specified	$ 0.17	$ 1,462.00	$ 0.20	$ 1,720.00
5	SF	230,200	BCC Parking Lot, As Specified	$ 0.17	$ 39,134.00	$ 0.263	$60,542.60
6	SF	10,000	Wishing Springs Parking Lot, As Specified	$ 0.17	$ 1,700.00	$ 0.24	$ 2,400.00
7	SF	2,750	Park Spring Parking Lot	$ 0.17	$ 467.50	$ 0.45	$ 1,237.50
			TOTAL BID PRICE	**$**	**54,629.50**	**$**	**86,861.10**
			BID PRICE SUBMITTED	**$**	**54,629.50**	**$**	**86,860.00**
			DIFFERENCE POST BID EVALUATION	**$**	**-**	**$**	**1.10**

*Marking Systems Bid contained errors in the extension of Line Items 5 and 7, resulting in a $1.10 difference between the submitted Total Bid Price and evaluated Total Bid Price.

CITY OF BENTONVILLE, ARKANSAS

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: July 4, July 11

NOTICE TO BIDDERS
2021 PARKING LOT MAINTENANCE
Invitation For Bid (IFB)-21-56

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, capable, properly licensed and insured, and experienced contractors to perform the 2021 Parking Lot Maintenance for the City of Bentonville Parks and Recreation Department. The work includes multiple sites and is considered routine maintenance with a goal to preserve and prolong the life span of multiple parking facilities at City parks located around the City of Bentonville. All work will be performed within Bentonville city-limits. The work will consist of, but not be limited to including closing and clearing of parking lots (including vehicles), cleaning, pavement crack sealing, priming, top coats, pavement markings and re-opening.

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. Bidders shall adhere to the bonding requirements as specified in the IFB-21-56 Bidding Documents.

The City reserves the right to reject any or all bids and to waive informalities.

The awarded Bidder will be required to furnish Performance and Payment Bonds at the time of signing the Contract in amounts equal to the Total Bid Price.

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned 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.

The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

There will be an optional Pre-Bid Meeting (in-person) held on Wednesday, July 14, 2021 at 10:00am CST, beginning at the NE A Street Parking Lot (access to Razorback Greenway and Public Restrooms) and continuing on to the multiple parking lot areas included in the Scope of Work, to allow Bidders an opportunity to view the work area and field verify any needed measurements. The NE A Street Parking Lot is located at 906 NE A Street, Bentonville, AR 72712; Bidders shall meet City staff in front of the public restrooms. Attendance to the Pre-Bid Meeting is optional but highly encouraged. Parties interested in attending the Pre-Bid Meeting should review the 'Pre-Bid Meeting COVID-19 Precautions' in the IFB-21-56 Bidding Documents prior to attendance.

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-21-56 held at 1:30pm on Friday, July 23, 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 on or 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 DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-56	**Date of Issuance:**	July 4, 2021 July 11,2021
Description:	2021 Parking Lot Maintenance		
Requesting Department:	CITY OF BENTONVILLE ARKANSAS PARKS AND RECREATION DEPARTMENT		
Pre-Bid Meeting Information:	OPTIONAL PRE-BID MEETING ON JULY 14, 2021 AT 10:00AM Bidders City Staff will meet at the NW A Street Parking Lot and proceed to additional locations from there.		
Bid Bond Requirement:	5% BID BOND REQUIRED (REJECTED UNLESS INCLUDED) (5% OF TOTAL BID PRICE)		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**JULY 23, 2021 AT 1:30P.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:	JULY 16, 2021– 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 DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: DECCO EX **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: CINDY JONES **Email:** Cindy.Jones@

Signature of Authorized Person: [redacted] **Date:** 7-23-21

Printed or Typed Name: CINDY JONES **Title:** ESTIMATOR

Arkansas Contractors License Number: 0019370422 **(REQUIRED)**

Sales or Use Tax ID Number: 71-0442889

Bid Bond Included: X Yes ___No (only required if specified in this IFB Document)

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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Department has moved to:

City of Bentonville
2ND FLOOR – PURCHASING
Administrative Services Building
1000 SW 14th Street
Bentonville, AR 72712

The Bid Opening Room is located on the 2nd Floor, Room A239.

3

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 1: OVERVIEW

1. INTENT

The City of Bentonville is inviting formal, sealed competitive Bids. The intent of this Invitation for Bid (IFB) is to contract with a qualified, capable, properly licensed and insured and experienced contractor to perform the 2021 Parking Lot Maintenance for the City of Bentonville Parks and Recreation Department. The work includes multiple sites and is considered routine maintenance with a goal to preserve and prolong the life span of multiple parking facilities at City parks located around the City of Bentonville. All work will be performed within the Bentonville city-limits. The work will consist of, but not be limited to including closing and clearing of parking lots (including vehicles), cleaning, pavement crack sealing, priming, top coats, pavement markings and re-opening.

The Bid shall include all work required to 100% complete the services described herein, inclusive of all labor, materials, insurance, mobilization, profit, equipment and all other costs to the City.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete. This includes but is not limited to the Anti-Collusion Affidavit (requires notary), Vendor Disclosure and Subcontractor Disclosure (when applicable).
- Proof that Bidder maintains, or is able to acquire the required insurance as stated herein in the 'INSURANCE' section of this IFB document.
- Appendix B- Bidder Qualifications.

3. APPENDIXES

- **APPENDIX A: LOCATION PHOTOS**
- **APPENDIX B: BIDDER QUALIFICATIONS**

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. 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:

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1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

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

2. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of 60 days after the Public Bid Opening. The City of Bentonville has 60 days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

3. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

_X__Bid Bond Required __Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/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. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

Bids received that do not include a Bid Bond when required and as specified in this Invitation for Bid will be rejected without exception.

B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

_X__Performance and Payment Bond Required __Performance and Payment Bond Not Required for this Solicitation

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.

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C. 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.

4. WARRANTIES

The awarded Bidder shall assume that the City prefers all work (workman ship and materials) and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders are required to respond 'As Specified' or 'Alternate' to the applicable warranty specification for the field(s) below when marked with an "x" or when otherwise required in this document; if no warranty specification is marked, or if the 'no warranty required' specification is marked, there is no warranty required in this IFB. *If Bidders response is 'Alternate', the Bidder is required to provide additional information for the City's review.*

_X_The awarded Bidder shall warranty the work to be free from defects in material and workmanship for a minimum period of __1 YEAR___from the date of completion.
Bidder Response: X As Specified ___Alternate (Bidder MUST provide more information)

__The awarded Bidder shall provide warranties to the City for the product(s) contained herein. The warranties shall cover the product(s) for a minimum period of __1___year(s).
Bidder Response: X As Specified ___Alternate (Bidder MUST provide more information)

__No warranty required.

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5. 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 the construction of the project or the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

6. ENOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned 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.

The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

7. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department 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 via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum; Bidders are not required to acknowledge RFI Responses in their Bid Submissions.

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8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be 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 (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the 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 equivalent (or alternate)/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 (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

9. 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.

10. DAMAGES

Any damage occurring to City(public) or private property within the worksite area(s) 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's contact, or designated assignee and repaired at the awarded Bidder's expense.

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11. PAST PERFORMANCE/REFERENCES/APPENDIX D

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 or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

12. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.

13. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

14. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

[This space has been intentionally left blank]

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15. INVOICING

The awarded Bidder shall provide an invoice to the City for review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

_X__Invoice upon 100% completion (As approved by the City)

___Progress invoicing (Payment will be made only for actual work completed and approved by the City and/or for materials stored on the City's worksite)

___Invoice upon delivery(Payment within 14 days)

___Invoice 14 days prior to delivery for payment upon delivery
(All product(s) or work must be approved by an authorized
City of Bentonville employee prior to payment being furnished.

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

16. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

_X_NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

_____

_____

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17. PRE-BID MEETING

There will be a mandatory pre-Bid meeting when indicated by an "x" mark in one of the fields below or when otherwise indicated in this IFB document.

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)
__In Person __Zoom or Other Virtual Method
_X_Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)
__In Person __Zoom or Other Virtual Method
__No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)

Pre Bid Meeting Information: There will be an Optional Pre-Bid Meeting (in-person) held on July 14, 2021 at 10:00AM CST, meeting at the NE A Street Parking Lot (access to the Razorback Greenway and Public Restrooms) and traveling as a group (in separate vehicles) to the other locations to allow Bidders an opportunity to view the work area and field verify any needed measurements. The address of the first location (meeting place) is 906 NE A Street; Bidders shall meet City staff in front of the restrooms at 10:00AM to begin the Pre-Bid Meeting.

Pre-Bid Meeting COVID-19 Precautions:

All attendees to the Pre-Bid Meeting are highly encouraged to wear a facemask 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).

18. TERM

The Section with an "x"mark below shall apply to this Invitation for Bid.

_X_Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be three (3) month(s). The Contract Term and the allotted time for 100% completion will not necessarily be the same; work shall be completed stricltly within the allotted time for 100% completion as specified herein.

__Single Purchase (for an item(s) ordered at one time)

The awarded Bidder will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of _____. The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

A. Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if altnerate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

__Multiple Purchase/Pricing Agreement (for items ordered at varous times)

The awarded Bidder will receive Purchase Orders from the City of Bentonville for the purchase and delivery of the quantities specified in the Purchase Order.

A. Deliveries must be made to the specified City of Bentonville location within _____ from receipt of the City's Purchase Order unless otherwise indicated herein and accepted by the City.

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19. SUBCONTRACTORS

If Bidder intends to subcontract portions of the work, the work being subcontracted and the subcontractor being proposed to perform the work must be disclosed in the Bidder's Bid Submission. The City reserves the right to apply all Bid evaluation factors to any proposed subcontractors and to use that information to determine the qualifications of a subcontractor and their suitability to perform the work to the City's specifications/standards.

Bidders must be knowledgeable of and comply with all state, local and federal laws concerning subcontractors performing work for municipal (governmental) projects.

In the event that Bidder intends to subcontract portions of the work, Bidder is required to complete the 'Subcontractor Disclosure' Section of this IFB document.

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.**

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall furnish all labor, materials, equipment, tools, supervision, insurance, and all other necessary components indicative of the type of work or supply of item(s) or services specified herein and as required to perform the work to 100% completion and/or to deliver all item(s) and/or services to the City as specified.

The City of Bentonville Parks and Recreation Parking Lot Maintenance Project is for multiple sites, and is being performed as a routine maintenance project that will help prolong the life span of multiple City park parking facilities located around the City.

The Scope of Work includes all work required to complete the work as described in this IFB document, including associated works required to complete the project. Scope of work of includes; closing and clearing parking lots of vehicles, cleaning, pavement crack sealing, priming, top coats, pavement marking and re-opening.

PARKING LOT SEAL AND STRIPE: The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for closure, sealing, and striping with specified product on the specified parking lots of varying widths and other specified areas belonging to the City of Bentonville.

TRAFFIC CONTROL: The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for closure, sealing, and striping with specified product on the specified parking lots of varying widths and other specified areas belonging to the City of Bentonville.

PAVEMENT MARKINGS: All pavement markings shall be installed by the Contractor as they were before the work beginning unless authorized by the Parks Foreman before the project begins to alter or change in any way the markings of a parking lot or entry way.

Location 1: Northeast A Street Parking Lot (NE A St. Parking Lot)

Address: 906 NE A Street

Summary: This parking lot provides access to the Razorback Greenway and Public Restroom. The existing condition of the parking lot includes asphalt suracing, curb and gutter, striping and entry way divider striping line(s).

Scope of Work: Closure of parking lot, clean parking lot (including removing debris), crack seal any cracks greater than 1/8" (one eighth inch) sealed with joint sealants (Crafco Parking Lot Sealant Type 1 or approved equal), prime all oil spots with primer Star Genesis Prime RT & AE All purpose primer/sealer or approved equal, top coat with (Ultraseal Systems Type 1 or approved equal), Layout, Stencil to DOT Standards and Paint markings with product listed (Sherwin Williams Setfast Premium Alkyd Zone Marking Paint or approved Equal) for traffic control and parking spots according to specification. The areas include the entry apron, entry drive and parking lot at the location listed.

Estimated Square Feet (SF): 12,500 SF

Location 2: Bark Park Parking Lot

Address: 2400 North Walton Blvd.

Summary: There are two parking lots in this area. These lots provide access to the Trails, the Dog Park, A Public Restroom and the Youth Bike Park. The existing condition of the parking lot includes asphalt suracing, curb and gutter, striping and entry way divider striping line.

Scope of Work: Closure of parking lot, clean parking lot (including removing debris), crack seal any cracks greater than 1/8" sealed with joint sealants (Crafco Parking Lot Sealant Type 1 or approved equal), prime all oil spots with primer Star Genesis Prime RT & AE All purpose primer/sealer or approved equal, top coat with (Ultraseal Systems Type 1 or approved equal), Layout, Stencil to DOT Standards and Paint markings with product listed (Sherwin Williams Setfast Premium Alkyd Zone Marking Paint or approved Equal) for traffic control and parking spots according to specification. The areas include the entry apron, entry drive and parking lot at location listed.

The Contractor shall close only one parking lot at a time. The City requires that one parking lot remain in use at all times. Parking lots may open to the public after the City Project Manager for this project, accepts the work and proper cure times have been met.

Estimated Square Feet (SF): North Location – 12,000 SF / South Location- 17,300 SF (Total 29,300 SF)

Location 3: Memorial Park South East Parking Lot (Softball Field Area)

Address: 401 NE Martin Luther King Parkway

Summary: This parking lot provides primary access to youth softball fields. The existing condition of the parking lot includes asphalt surfacing, parking striping.

Scope of Work: Closure of parking lot, clean parking lot (including removing debris), crack seal any cracks greater than 1/8" sealed with joint sealants (Crafco Parking Lot Sealant Type 1 or approved equal), prime all oil spots with primer Star Genesis Prime RT & AE All purpose primer/sealer or approved equal, top coat with (Ultraseal Systems Type 1 or approved equal), Layout, Stencil to DOT Standards and Paint markings with product listed (Sherwin Williams Setfast Premium Alkyd Zone Marking Paint or approved Equal) for traffic control and parking spots according to specification. The areas include the entry apron, entry drive and parking lot at location listed.

Estimated Square Feet (SF): 28,000 SF

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Location 4: Wildwood Park Parking Lot

Address: 3800 Bright Road

Summary: This parking lot provides primary access to tennis courts, restroom and playground. The existing condition of the parking lot includes asphalt surfacing, parking striping and curb and gutter.

Scope of Work: Closure of parking lot, clean parking lot removing debris, crack seal any cracks greater than 1/8" sealed with joint sealants (Crafco Parking Lot Sealant Type 1 or approved equal), prime all oil spots with primer Star Genesis Prime RT & AE All purpose primer/sealer or approved equal, top coat with (Ultraseal Systems Type 1 or approved equal), Layout, Stencil to DOT Standards and Paint markings with product listed (Sherwin Williams Setfast Premium Alkyd Zone Marking Paint or approved Equal) for traffic control and parking spots according to specification. The areas include the entry apron, entry drive and parking lot at location listed.

Estimated Square Feet (SF): 8,600 SF

Location 5: Bentonville Community Center (BCC) Parking Lot

Address: 1101 SW Citizen's Circle

Summary: There are multiple parking areas at the BCC. These lots provide access to the Trails, the Dog Park, a Public Restroom and the Youth Bike Park. The existing condition of the parking lot includes asphalt surfacing, curb and gutter, striping and entry way divider striping line.

Scope of Work: Closure of parking lot, clean parking lot removing debris, crack seal any cracks greater than 1/8" sealed with joint sealants (Crafco Parking Lot Sealant Type 1 or approved equal), prime all oil spots with primer Star Genesis Prime RT & AE All purpose primer/sealer or approved equal, top coat with (Ultraseal Systems Type 1 or approved equal), Layout, Stencil to DOT Standards and Paint markings with product listed (Sherwin Williams Setfast Premium Alkyd Zone Marking Paint or approved Equal) for traffic control and parking spots according to specification. The areas include the entry apron, entry drive and parking lot at location listed.

The Contractor shall close only one parking lot at a time. The City requires that one parking lot remain in use at all times. Parking lots may open to the public after the City Project Manager for this project, accepts the work and proper cure times have been met.

Estimated Square Feet (SF): 230,200 SF

Location 5: Wishing Springs Parking Lot

Address: 3802 Wishing Springs Road

Summary: This parking lot provides access to the Razorback Greenway and local swimming hole. The existing condition of the parking lot includes asphalt surfacing, curb and gutter, and striping.

Scope of Work: Closure of parking lot, clean parking lot removing debris, crack seal any cracks greater than 1.8" sealed with joint sealants (Crafco Parking Lot Sealant Type 1 or approved equal), prime all oil spots with primer Star Genesis Prime RT & AE all-purpose primer/sealer or approved equal, top coat with Ultraseal Systems Type 1 or approved equal, layout, stencil to DOT standards and paint markings with product listed (Sherwin Williams Set Fast Premium Alkyd Zone Marking Paint or approved equal) for traffic control and parking spots according to specifications. The areas include the entry apron, entry drive and parking lot at the location listed. The parking lot may be open to the public after the City Project Manager for this project accepts and approves the work and proper cure times have been met.

Estimated Square Feet (SF): 10,000 SF

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Location 7: Park Spring Parking Lot

Address: 300 NW 10th Street

Summary: This parking lot provides access to a playground, pavilion, public restroom, and a mountain bike trail system. The existing condition of the parking lot includes asphalt surfacing, curb and gutter, and striping.

Scope of Work: Closure of parking lot, clean parking lot removing debris, crack seal any cracks greater than 1/8" sealed with joint sealants (Crafco Parking Lot Sealant Type 1 or approved equal), prime all oil spots with primer Star Genesis Prime RT & AE All-purpose primer/sealer or approved equal, top coat with (Ultraseal Systems Type 1 or approved equal), Layout, Stencil to DOT Standards and Paint markings with product listed (Sherwin Williams Setfast Premium Alkyd Zone Marking Paint or approved Equal) for traffic control and parking spots according to specification. The areas include the entry apron, entry drive and parking lot at location listed.

Estimated Square Feet (SF): 2,750 sq. ft. approximately

2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): August 10, 2021

Delivery/Work-Site Address: Multiple locations; see Scope of Work; all location located in Bentonville, AR

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

_X__Construction/Project Specified Date(s): Work Beginning and Completion

City's Specification:

Work Beginning: The City request that work begin within _____14____day(s) from Notice of Award.

Substantial Completion: The City requests that substantial completion be reached within _NA__day(s) from the date work begins.

100% Completion: The City requests that the project be 100% complete within _75__day(s) from the date work begins.

_____

Bidder Response: _X_**AS SPECIFIED** __**ALTERNATE DATES REQUESTED** *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

Work Beginning: Work will begin within_____days from the Notice of Award.

Substantial Completion: Substantial completion will be reached within _____day(s) from work beginning.

100% Completion: 100% completion will be reached within ____day(s) from work beginning.

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SECTION 4: SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space ('As Specified') provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City's specification but is being offered to the city as being an "EQUIVALENT" (including alternate or substitute)" to the City's specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item's equivalency to the City's specification. The City shall have the final determination as to whether an item is equivalent and meets the City's needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations	X	
3	Bidder is qualified and capable of performing the work, AS SPECIFIED in the Scope of Work section of this IFB document.	X	
4	The awarded Bidder and crew shall meet with the City's designated contact(s) prior to beginning services to review the Scope of Work, measurements and plans.	X	
5	The awarded Bidder shall coordinate progress meetings with the City's designated contact(s)to review progress and details while services are being performed.	X	
6	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.	X	
7	All parking lots and entryways shall remain closed until the work has been approved by the Parks Foreman or his assignee.	X	
8	All materials and application procedures shall be in accordance ith the Scope of Work and specifications included herein or as directed by the Parks Foreman or his assignee.	X	

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PARKING LOT SEAL AND STRIPE SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
9	**Materials:** The crack sealant shall be Crafco Parking Lot Sealant Type 1 or approved equal, Ultraseal Systems Type 1 or approved equal, Primer Star Genesis Prime RT & AE All purpose primer/sealer or approved equal, and Sherwin Williams Setfast Premium Alkyd Zone Marking Paint or approved equal applied as directed herein and in accordance with manufacturer specifications.	X	
10	**Construction:** After proper closure of the parking lot(s), the contractor shall thoroughly clean and sweep the existing surface, air blow cracks, sweeping with a power broom or approved machinery, vegetation removal, general clean up, and removal and disposal of the spoils just prior to application of crack sealant (Crafco Parking Lot Sealant Type 1 or approved equal). Crack seal any cracks greater than 1/8" sealed with joint sealants. The next step will be prime all oil spots with primer Star Genesis Prime RT & AE all-purpose primer/sealer or approved equal prior to application of top coat sealant (Ultraseal systems type 1 or approved equal sealant). The last step will be to layout, stencil to DOT Standards and paint markings with product(s) specified. Markings shall be applied with (Sherwin Williams Setfast Premium Alkyd Zone Marking Paint or approved equal).	Y	
TRAFFIC CONTROL SPECIFICATIONS			
11	This work consists of furnishing, installing, and maintaining necessary traffic signs, barricades, lights, signals, cones, concrete barriers, pavement marking, and other traffic control devices and shall include proper barrier and signage and other means for guidance to keep traffic out of work zone. Each one of the parking lots shall be scheduled closed and contractor must give time for Owner to apply notices at the parking lots in preparation of closure; this time shall be mutually agreed upon between the City and the Contractor and shall be in the favor of City operations and citizen best interest. The work shall be done according to the schedules and as laid out in the Scope of Work and meet all specification requirements of product(s), and any applicable ARDOT or City Street Department specifications/requirements. An approved Traffic Plan is required before any work begins, to submit for approval.	Y	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
	PAVEMENT MARKING SPECIFICATIONS		
12	All pavement markings shall be installed by the Contractor as they were before work began, unless prior approval is granted by the Parks Foreman or his assignee to alter or change the markings of the parking lot or entry way.	X	
13	All markings shall be stenciled to DOT standards for paint markings for traffic control and parking spots.	X	
14	When used in the Scope of Work and Specifications for this IFB, 'approved equal' means a product of equivalent quality and performance to the City's specifications (see Equivalent section of this IFB) that has been pre-approved by the City for use in this project. Bidders should request approval of any equivalent items being proposed prior to submission of their Bid. The City shall have the final determination in what will be considered 'equivalent'.	X	

2. **PRE-BID MEETING ATTENDENCE (REQUIRED RESPONSE)**
Indicate below if Bidder attended the Pre-Bid Meeting for this Invitation for Bid.

___Yes, attended the Pre-Bid Meeting X No, did not attend the Pre-Bid Meeting

3. **WARRANTIES (REQUIRED REPONSE)**
Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:
Bidder shall furnish any and all product warranties available to the City upon the completion of the work.

X Agree (As Specified) ___Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning:_____
_____

Workmanship Warranty:

Bidder warrants that the workmanship and material shall be free from defect for a period of 1 year(s) upon the completion of the work.
Details:_____
_____

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4. COMPLETION OF WORK (DEDUCTION FOR DAY(S) OVER COMPLETION DATE)

It is agreed and understood by and between the parties hereunto that the City agrees to pay the Contractor and the Contractor agrees to accept as full and final compensation for all work done under this agreement, compensation determined as follows: compensation shall be determined based upon the unit prices bid by the Contractor ,the actual units of work completed based on the bid (per square foot), and the time in which the work is completed, **with a deduction of $250.00 for every day beyond seventy-five (75) days from 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 parties 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.

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SECTION 5: BIDDER ACKNOWLEDGEMENTS

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 complete and thoroughly reviewed.	CJ
Proof of insurance or the ability maintain, as defined herein.	CJ
5% Bid Guarantee, as specified herein. (Only applicable when required in this IFB document)	CJ CJ
APPENDIX B: BIDDER QUALIFICATIONS completed.	CJ
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	____
Performance & Payment Bonds in an amount at least equal to the Total Unit Price Bid (only applicable wen required in this IFB document). ***(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	CJ

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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications 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 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, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%. The Bid Prices shall include ALL applicable taxes (all costs to the City).

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

_X__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. The Total Bid Price shall be used for Bid comparison purposes only; payments to the awarded Bidder will be made only for actual units delivered/work performed. Units may be increased or decreased by the City in accordance with the City's best interest.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates not Included in this IFB

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 City reserves the right to remove locations prior to award based on budgetary considerations or otherwise in the best interest of the City. The awarded Bidder will be informed of the locations selected for award.

No Bid shall be withdrawn for a period of ninety (60) days after the opening of Bids without the consent of the City; 60 days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:

LS – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box **~** - Approximately/Estimated

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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BID FORM

Line Item	Unit of Measure	Estimated Qty of Units (A)	Description	Per Unit (SF) Price (B)	Extended Price (A*B)
1	SF	12,500	NE A Street Parking Lot, As Specified	$ .17	$ 2125.00
2	SF	29,300	Bark Park Parking Lots, As Specified (Includes ~12,000 SF for North and ~17,300 SF for South)	$ .17	$ 4981.00
3	SF	28,000	Memorial Park SE Parking Lot, As Specified	$ .17	$ 4760.00
4	SF	8,600	Wildwood Parking Lot, AS Specified	$ .17	$ 1462.00
5	SF	230,200	BCC Parking Lot, As Specified	$ .17	$ 39,134.00
6	SF	10,000	Wishing Springs Parking Lot, As Specified	$ .17	$ 1,700.00
7	SF	2,750	Park Spring Parking Lot	$ .17	$ 467.50
TOTAL BID PRICE (Stated in figures)				$ 54,629.50	
TOTAL BID PRICE (Stated in words)				FIFTY FOUR THOUSAND SIX HUNDRED TWENTY NINE & FIFTY CENTS	

BIDDER DECLARATION

The Undersigned hereby declares that he has carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted his sources of supply, 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 EX By (Authorized Person's Signature): [redacted]

Printed Name and Title: CINDY JONES ESTIMATOR

Date: 7.23.21

*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 (only include when required in this IFB): 0019370422

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SECTION 7: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and 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.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal , competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the 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 Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by 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 and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. 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. All signatures must be 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; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Deartment **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 without exception. Any exceptions or additional information required on a solicitation will

be noted in the Bid documents or issued via clarification or Addendum. 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, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

   The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evidence on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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, Notice of Award, Contract or other contractual or otherwise binding document.

   Bidder's accept all terms and conditions herein upon submission of their signed Bid.

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.

   UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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 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, past performance, 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 for any reason.

    The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

    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 herein.

    Conditional Bids are not acceptable and 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 the written approval of the Purchasing Manager and Finance Director.

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 (OR EQUIVALENT, OR ALTERNATE) 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. The decision to accept a proposed item is solely the City's.

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 the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder.

If satisfactory Bids are not received for the City's specifications, 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 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. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bdder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder'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 complete the Delivery Section of this IFB. 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 in this IFB.

    The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. 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 , contract, other approved form or as specified in this IFB unless otherwise specified by the City. 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.

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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 bids.

    The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

    It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

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, but are not limited to:

    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 and without penalty to 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 and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the 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.

31. **PERFORMANCE & PAYMENT 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 for the full 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 payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. 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; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

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 IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (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, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

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 Department at (479) 271-3115.

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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX A

LOCATION PHOTOS

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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LOCATION 1: NE A STREET PARKING LOT (1of2)

*** Provides access to the Razorback Greenway and Public Restroom.**



CITY OF BENTONVILLE, ARKANSAS
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ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

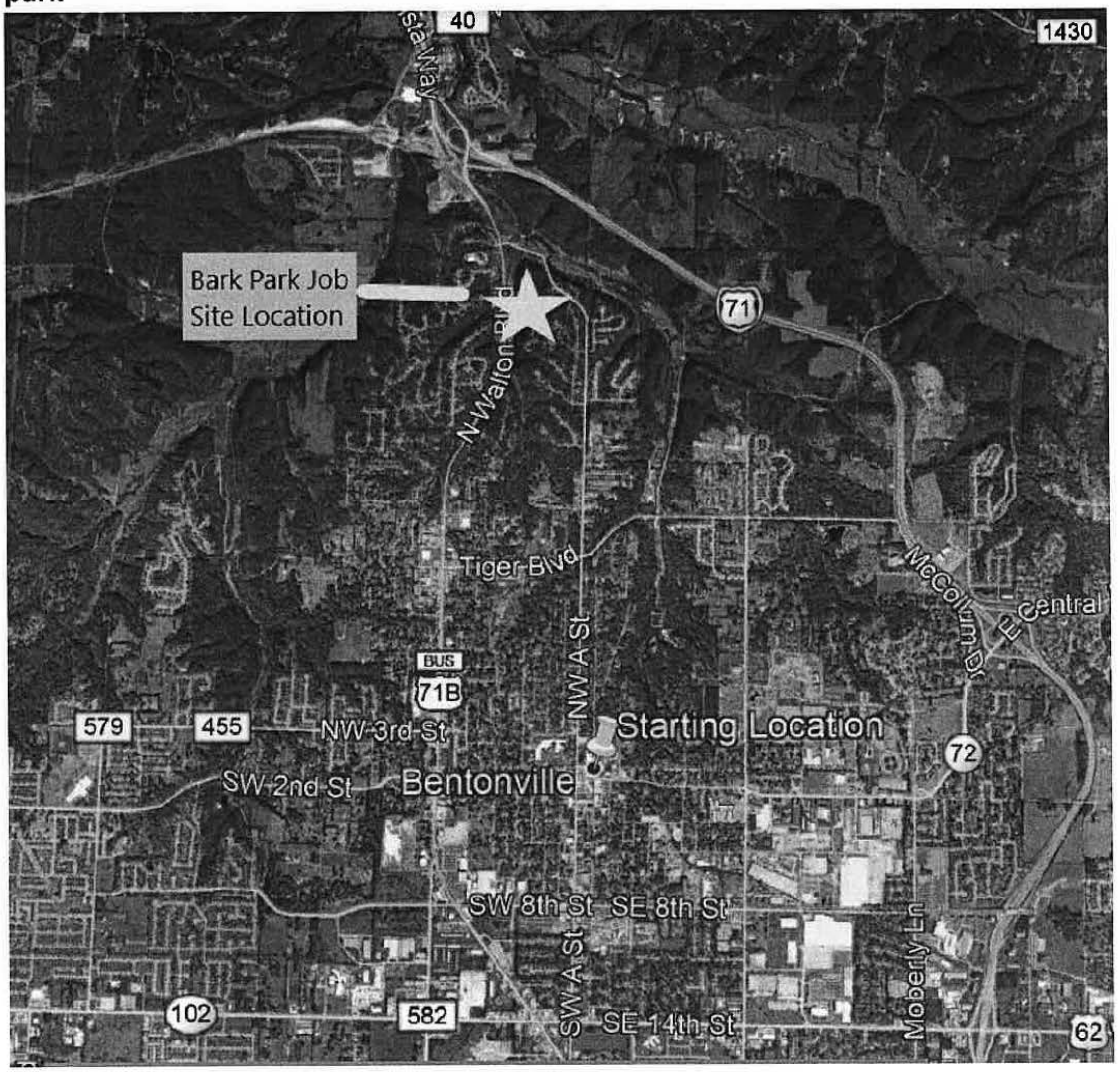
LOCATION 1: NE A STREET PARKING LOT (2of2)



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

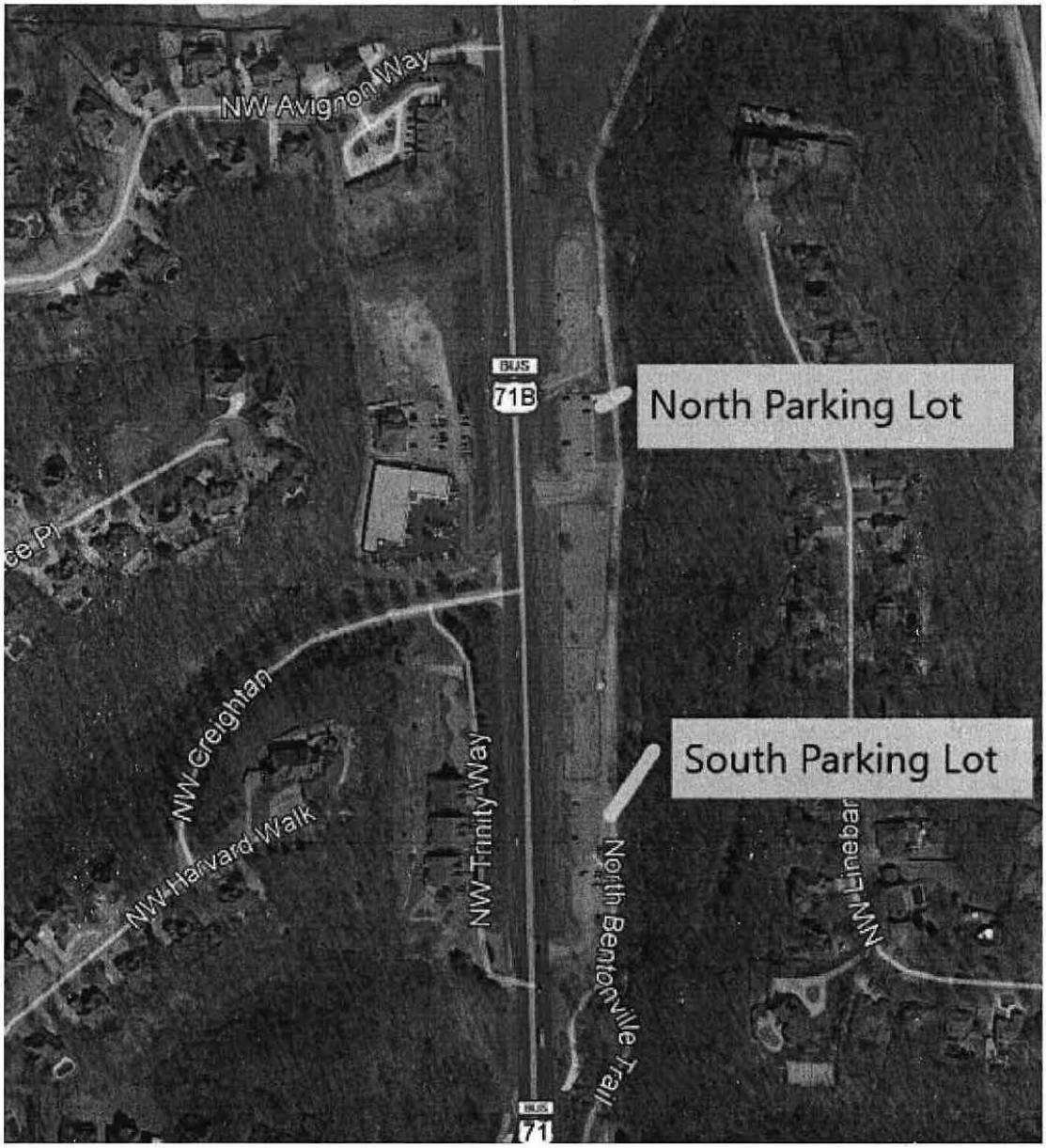
LOCATION 2: BARK PARK PARKING LOT (1of2)

*** Provides access to the trails, dog park, a public restroom and the youth bike park**



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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LOCATION 2: BARK PARK PARKING LOT (2of2)



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

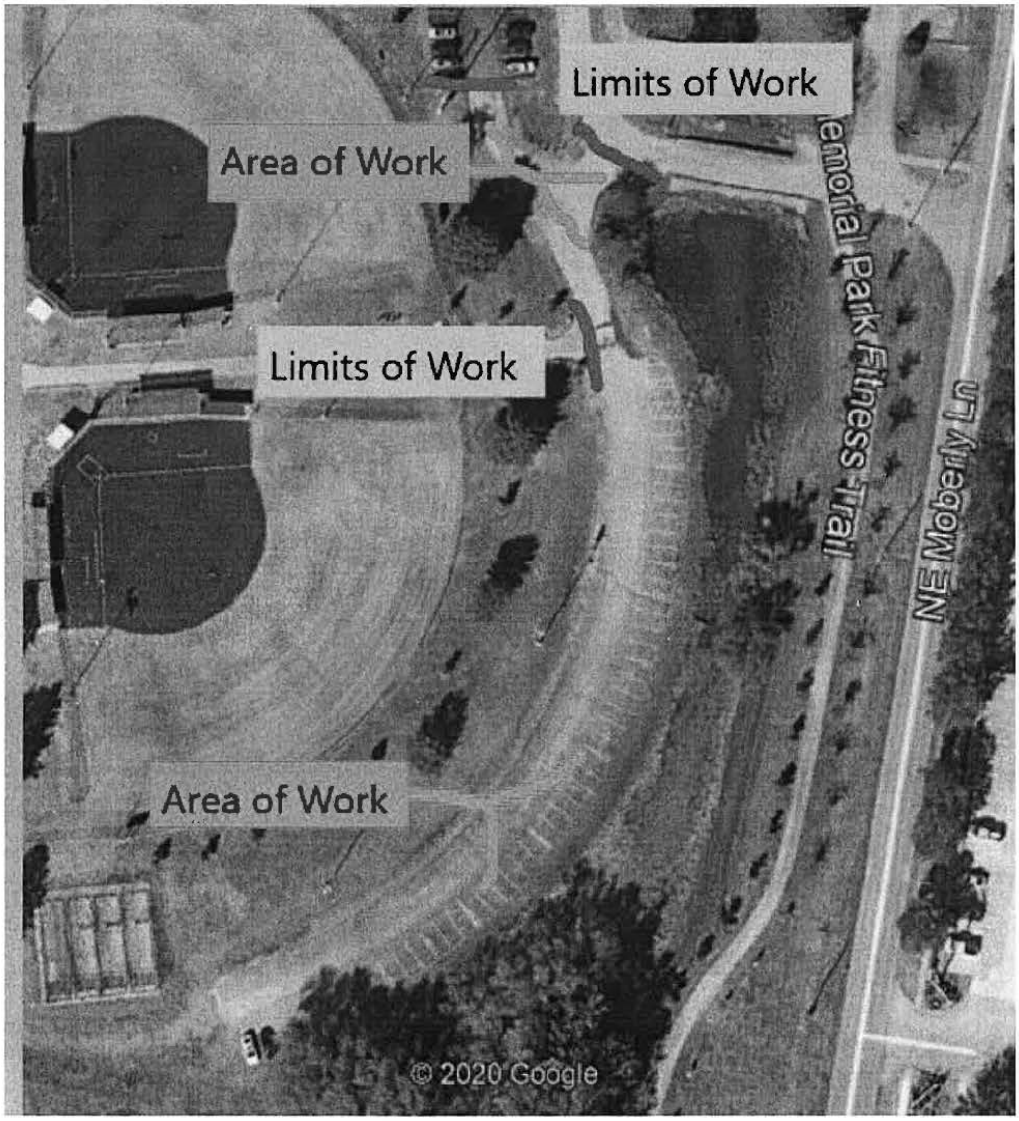
LOCATION 3: MEMORIAL PARK SOUTH EAST PARKING LOT (1of2)

*** Provides primary access to youth softball fields**



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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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LOCATION 3: MEMORIAL PARK SOUTH EAST PARKING LOT (2of2)



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LOCATION 4: WILDWOOD PARK PARKING LOT (1of2)

*** Provides primary access to tennis courts, restroom and playground.**



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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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(479)-271-3115 – purchasing@bentonvillear.com

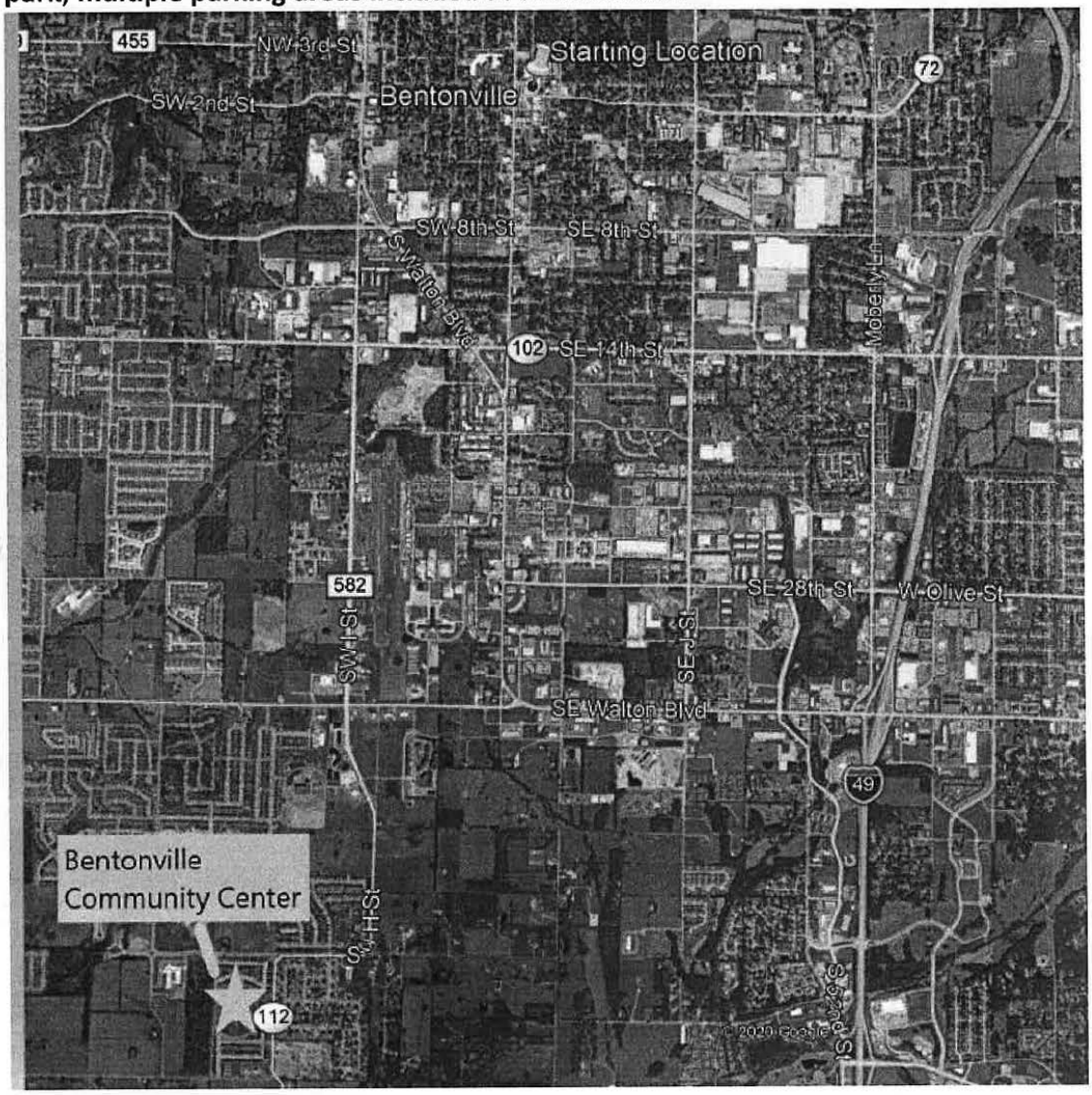
LOCATION 4: WILDWOOD PARK PARKING LOT (2of2)



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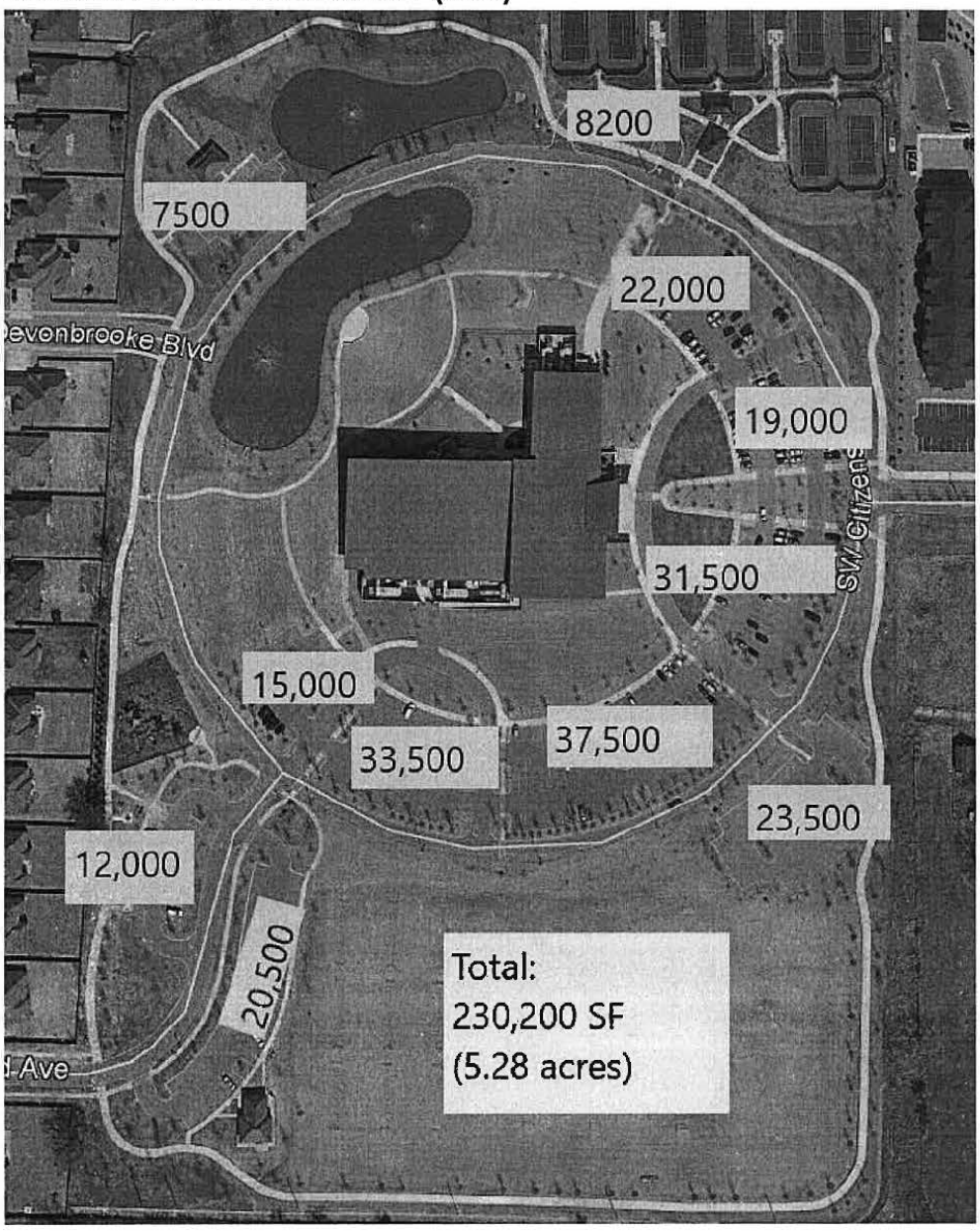
LOCATION 5: BCC PARKING LOT (1of2)

***Provides access to the trails, dog park, a public restroom and the youth bike park; multiple parking areas included at this location.**



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LOCATION 5: BCC PARKING LOT (2of2)



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LOCATION : WISHING SPRINGS PARKING LOT (1of1)

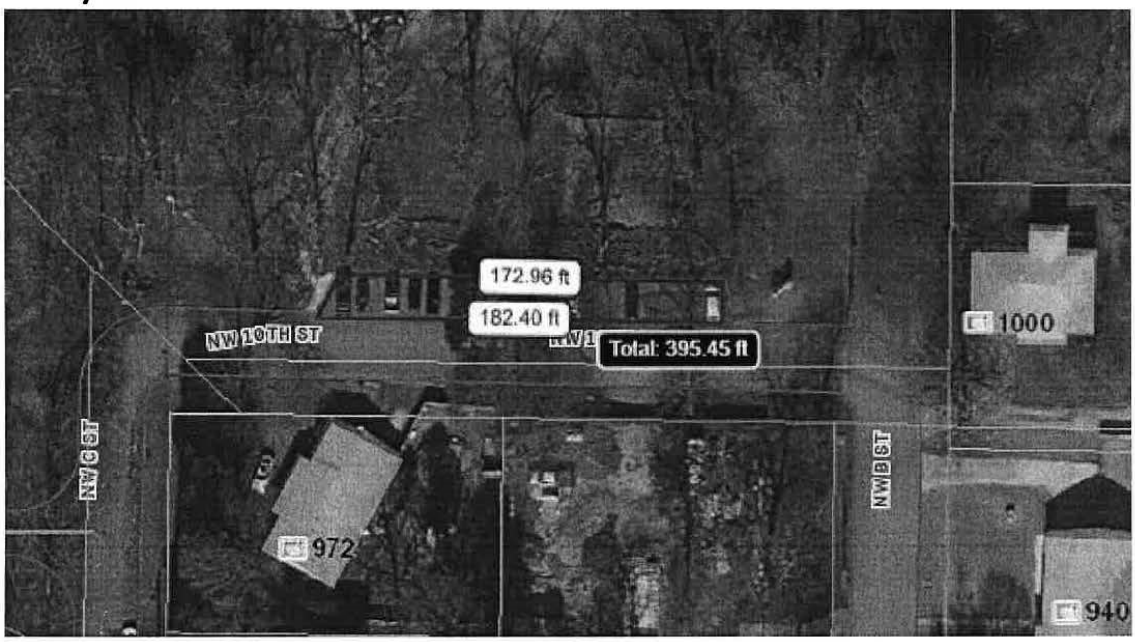
*** Provides access to the Razorback Greenway and a local swimming hole.**



CITY OF BENTONVILLE, ARKANSAS
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LOCATION 7: PARK SPRING PARKING LOT (1of1)

***Provides access to a playground, pavilion, public restroom and a mountain bike trail system.**



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APPENDIX B

BIDDER QUALIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

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
RIGGINS CONST. 1204 E JOYCE BLVD #2 FAYETTEVILLE AR	479-582-9697	TOTAL SITE WORK, ALL ASPECTS	10+ YEARS
N MARHOLZ 3301 N 2ND ROGERS	479-659-7800	" "	16+ YEARS
CITY OF BELLA VISTA PO Box 5655 Bella Vista	479-876-1255	STREET REPAIRS OVERLAYS	10+ YEARS

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2021

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Julie Martin
The Cashion Company Insurance and Bonding P.O. Box 550 Little Rock AR 72203	PHONE (A/C, No, Ext): (501)376-0716 FAX (A/C, No): (501)376-2118 E-MAIL ADDRESS: juliem@cashionco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers Indemnity Co. of America	25666
INSURER B: The Charter Oak Fire Ins. Co.	25615
INSURER C: Travelers Property Casualty Ins. Co.	36161
INSURER D: Travelers Casualty & Surety	19038
INSURER E:	
INSURER F:	

INSURED
Grant Garrett Excavating, Inc. DBA DECCO Excavation
Grant Garrett Excavating, Inc. DBA DECCO Materials
12913 Interstate 30 South
Benton AR 72015

COVERAGES **CERTIFICATE NUMBER:** 2020-2021 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Blanket Contractual X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	X	Y	DT-CO-0KB67090-IND-20	11/17/2020	11/17/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	X	Y	810-3L467648-20-26-G	11/17/2020	11/17/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000	X	Y	CUP0KB9864-20-26	11/17/2020	11/17/2021	EACH OCCURRENCE AGGREGATE FOLLOW FORM	$ 8,000,000 $ 8,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB3K856413-20-26-G	11/17/2020	11/17/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Bid -IFB-21-56-2021 Parking Lot Maintenance
See Attached Comments/Remarks Section

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
M Cashion, Jr./JKM001 [redacted]

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COMMENTS/REMARKS

GRANT GARRETT EXCAVATING, INCL DBA DECCO CONTRACTORS-PAVING; GRANT GARRETT EXCAVATING, INC. DBA DECCO MATERIALS

ENDORSED ADDITIONAL INSURED:
If required by written contract, certificate holder is included as an additional insured on a primary and noncontributory basis.
("X" denotes coverage.)

ENDORSED WAIVER OF SUBROGATION:
If required by written contract, waiver of subrogation applies in favor of certificate holder.
("Y" denotes coverage.)

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DECCO Contractors-Paving Inc.

2000 S. 1st Street P.O. Box 580
Rogers, Arkansas 72757
Phone (479)636-5516 Fax (479)636-6279

Reference 1	Reference 2	Reference 3
Riggins Const & Develop.	City of Rogers	City of Centerton
1204 E. Joyce Blvd #2	301 W. Chestnut St.	P.O. Box 208
Fayetteville, AR 72703	Rogers, AR 72756	Centerton, AR 72719
479-582-9597	479-621-1186	479-721-1475
Reference 4	**Reference 5**	**Reference 6**
Nabholz Construction	JC Construction	Rausch Coleman Homes
3301 N. 2nd Street	1907 S. 17th Street	P.O. Box 10560
Rogers, AR 72756	Rogers, AR 72758	Fayetteville, AR 72703
479-659-7800	479-430-3570	479-455-9090
Reference 7	**Reference 8**	**Reference 9**
AR DOT	CR Crawford Company	City of Bella Vista
P.O. Box 2261	1102 S. Happy Hollow Road	P.O. Box 5655
Little Rock, AR 72209	Fayetteville, AR 72701	Bella Vista, AR 72714
501-569-2400	479-251-1161	479-876-1255

Agenda Item Form

Date of City Council Meeting	**8/10/2021**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall, Parks Maintenance Manager**
Phone	**(479) 271-3190**

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 IFB-21-52 to Clean Uniforms, the lowest, most responsive and responsible Bidder, for uniform and other item (mop heads, rags, mats etc.) rental and laundering services for the Parks Maintenance Department, per the unit prices attached. The estimated cost for the remainder of 2021 is $5,211.70 (based on estimated quantities and subject to change based on final quantities, use of budget protection programs, emblems etc.). The awarded Contract will be for an initial one-year term, renewable annually for a total term not to exceed five years. Though current estimates put this Contract below the $35,000 threshold, Council approval is being requested due to the potential for the total Contract cost to exceed $35,000 if all renewal years are executed and dependent on replacement/repair costs over the term of the Contract.

Estimated Cost	**$5,211.70**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Scott Mendenhall, Parks Maintenance Manager

Date: July 29, 2021

Re: Bid Award IFB-21-52 to Clean Uniforms for uniform and other item (mop heads, rags, mats, etc.) rental and laundering services for the Parks Maintenance Department.

Parks and Recreation Department Staff requests City Council's approval to award Bid IFB-21-52 to Clean Uniforms, the lowest, most responsive and responsible Bidder, for uniform and other item (mop heads, rags, mats etc.) rental and laundering services for the Parks Maintenance Department, per the unit prices attached

The estimated cost (based on estimated quantities and subject to change based on final quantities, use of budget protection programs, emblems etc.) for the remainder of 2021 is $5,211.70.

The awarded Contract will be for an initial one-year term, renewable annually for a maximum term not to exceed five years.

The service will include weekly uniform (ex. polo shirts, jackets, bibs, jeans, shorts) and other item (ex. mop heads, rags, mats, first aid kit) rental and laundering services.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email smendenhall@bentonvillear.com.

Attachments:
Clean Uniform Bid Submission
Bid Tabulation & Evaluation

1

Bid Opening Date: July 1, 2021 at 1:30PM

IFB-21-52 BID TABULATION

CLEAN UNIFORM

Line Number	Description/Type of Uniform As Specified by the City	Description/ Brand for City's Type of Uniform Proposed by Bidder (REQUIRED RESPONSE)	Bidder Place a Check Mark in This Box if the Item Proposed Meets the City's Specifications for the Type of Uniform	Quantity (Used as a place holder only; actual quantities of each sizing bracket will differ based on staff throughout the contract term)	Price Per Item Sizes S-XL (MENS)	Price Per Item Sizes S-XL Tall (MENS)	Price Per Item Sizes XXL(2X) (MENS)	Price Per Item Size XXXL (3X) (MENS)	Price Per Item Sizes S-XL (WOMENS)	Price Per Item Sizes S-XL Tall (WOMENS)	Price Per Item Sizes XXL(2X) (WOMENS)	Price Per Item Size XXXL (3X) (WOMENS)	Price Per Item
1	Polo Shirt, As Specified	Sport-Tek	✓	1	$ 0.21	$ 0.21	$ 0.21	$ 0.21	$ 0.21	$ 0.21	$ 0.21	$ 0.21	No entry in this column for Line Items 1-6 (sized items)
2	Pants, As Specified	Red Kap	✓	1	$ 0.28	$ 0.28	$ 0.28	$ 0.28	$ 0.28	$ 0.28	$ 0.28	$ 0.28	
3	Shorts, As Specified	Red Kap	✓	1	$ 0.24	$ 0.24	$ 0.24	$ 0.24	$ 0.24	$ 0.24	$ 0.24	$ 0.24	
4	Bibs, As Specified	Red Kap	✓	1	$ 0.38	$ 0.38	$ 0.38	$ 0.38	$ 0.38	$ 0.38	$ 0.38	$ 0.38	
5	Light Jacket, As Specified	Red Kap	✓	1	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	
6	Cold Weather Jacket, As Specified	Red Kap	✓	1	$ 0.65	$ 0.65	$ 0.65	$ 0.65	$ 0.65	$ 0.65	$ 0.65	$ 0.65	
7	Scraper Mat, As Specified	Mountville Mi	✓	1	No entry for Line Item 7 (not sized)								$ 1.75
8	Standard Mat, As Specified	Mountville Mi	✓		No entry for Line Item 8 (not sized)								$ 1.25
9	Wet Mop Head, As Specified	Golden Star	✓	1	No entry for Line Item 9 (not sized)								$ 0.75
10	Microfiber Cloth, As Specified	Golden Star	✓	1	No entry for Line Item 10 (not sized)								$ 0.09

11	1st Aid Cabinet, As Specified	Clean First Aid	✓	1	No entry for Line Item 11 (not sized)	$ 12.00
12	Name Patch, As Specified, Applied (New Shirts)	Penn Emblem	✓	1	No entry for Line Item 12 (not sized)	$ 0.25
13	Company Patch, As Specified, Applied (New Shirts)	Penn Emblem	✓	1	No entry for Line Item 13 (not sized)	$ 0.75

UNIFIRST

*Declared non-responsive due to pricing not being provided for all Bid Price Line Items (unable to accurately compare bids).

ARAMARK

*Declared non-responsive due to the bib and winter jacket Line Items not being as specified (not able to be rented-purchase only)/ pricing not provided for all Bid Price Line Items (unable to accurately compare bids).

IFB-21-52 BID EVALUATION BASED ON CURRENT QUANTITIES NEEDED: CLEAN UNIFORMS

Clean: Shirts/Jackets

*11 shirts per employee/2 jackets per employee

Size	Polos QTY	Polos Per Item Bid Price	Polos Reoccuring Cost Sport-Tek (price per item*qty needed)*11)	Light Jacket QTY	Light Jacket Per Item Bid Price	Light Jacket Reoccuring Cost Red Kap (price per item*qty needed)*2)	Winter Jacket QTY	Winter Jacket Per Item Bid Price	Winter Jacket Reoccuring Cost Red Kap(price per item*qty needed)*2)
2XL	1	$ 0.21	$ 2.31	2	$ 0.25	$ 1.00	2	$ 0.65	$ 2.60
2XLT	2	$ 0.21	$ 4.62	2	$ 0.25	$ 1.00	2	$ 0.65	$ 2.60
3XL	2	$ 0.21	$ 4.62	1	$ 0.25	$ 0.50	1	$ 0.65	$ 1.30
4XLT	1	$ 0.21	$ 2.31	1	$ 0.25	$ 0.50	1	$ 0.65	$ 1.30
L	10	$ 0.21	$ 23.10	11	$ 0.25	$ 5.50	11	$ 0.65	$ 14.30
LT	1	$ 0.21	$ 2.31	1	$ 0.25	$ 0.50	1	$ 0.65	$ 1.30
XL	8	$ 0.21	$ 18.48	7	$ 0.25	$ 3.50	7	$ 0.65	$ 9.10
	Estimate Reoccuring:		$ 57.75	Estimate Reoccuring:		$ 12.50	Estimate Reoccuring:		$ 32.50

Clean Pants (Jeans/Shorts/Bibs)

*Jeans= 11 per employee/Bibs=2 per employee/Shorts= 5 per employee

JEANS Size	QTY Jeans	JEANS Per Item Bid Price	Reoccuring Cost Red Kap (price per item*11)	BIBS Size	QTY Bibs	BIBS Per Item Bid Price	Reoccuring Cost Red Kap (price per item*2)	SHORTS Size	QTY Shorts	SHORTS Per Item Bid Price	Reoccuring Cost Red Kap (price per item*5)
20	1	$ 0.28	$ 3.08	2XL	3	$ 0.38	$ 2.28	20	1	$ 0.24	$ 1.20
32x30	1	$ 0.28	$ 3.08	2XLT	1	$ 0.38	$ 0.76	32	1	$ 0.24	$ 1.20
32x32	1	$ 0.28	$ 3.08	4XLT	1	$ 0.38	$ 0.76	34	1	$ 0.24	$ 1.20
32x34	1	$ 0.28	$ 3.08	L	9	$ 0.38	$ 6.84	36	3	$ 0.24	$ 3.60
32x36	1	$ 0.28	$ 3.08	LT	1	$ 0.38	$ 0.76	38	1	$ 0.24	$ 1.20
34x32	4	$ 0.28	$ 12.32	N/A	1	$ 0.38	$ 0.76				
34x34	1	$ 0.28	$ 3.08	XL	8	$ 0.38	$ 6.08				
36x30	3	$ 0.28	$ 9.24								
36x32	3	$ 0.28	$ 9.24								
36x34	1	$ 0.28	$ 3.08								
38x30	4	$ 0.28	$ 12.32								
38x32	4	$ 0.28	$ 12.32								
42x32	1	$ 0.28	$ 3.08								
53x32	1	$ 0.28	$ 3.08								
Estimate per Cycle			$ 83.16	Estimate per Cycle			$ 18.24	Estimate per Cycle			$ 8.40

Other Items

Item	QTY	Per Item Bid Price	Reoccuring Cost
Scraper Mat 3x5 Black	2	$ 1.75	$ 3.50
Standard Mat 3x4 Dark Grey	4	$ 1.25	$ 5.00
Wet Mop Head	15	$ 0.75	$ 11.25
Microfiber Cloth	200	$ 0.09	$ 18.00
1st Aid Cabinet	2	$ 12.00	$ 24.00
		$ -	$ -
		$ -	$ -
Estimate Reoccuring:			$ 61.75

Evaluation : Estimated Reoccuring (weekly) cost - assuming ALL items

Polos	$	57.75
Lt. Jakcets	$	12.50
Winter Jackets	$	32.50
Jeans	$	83.16
Bibs	$	18.24
Shorts	$	8.40
Other Items	$	61.75
	$	274.30

***Budget protection would add $0.03 per garment covered.**

*Bid award is based on the PER UNIT PRICES; any total is an estimate only based on estimated quantities. Final amounts paid to the awarded Bidder will be based on current and future quantities (needs) throughout the contract term and any renewal term.

*This estimate does not include initial emblem charges, budget protection etc.

CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING 1000 SW 14TH STREET BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: June 13, 2021

NOTICE TO BIDDERS

UNIFORM RENTAL PROVIDER AND SERVICES
Invitation For Bid (IFB)-21-52

The City of Bentonville, Arkansas is accepting formal sealed bids from properly qualified and capable rental uniform providers to provide uniforms (uniform rental) and other items (rags, mop heads, entry mats, etc.) and laundering services for the City of Bentonville Parks Maintenance Department and staff. The awarded Bidder shall provide the Department with weekly laundering services of the provided items and repair and replace items as needed, as well as provide patch and/or embroider services based on the Department's needs.

The City reserves the right to reject any or all bids and to waive informalities.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, from the Purchasing Office located at the address below, or by downloading the documents from the City's website by visiting http://bentonvillear.com/211/Purchasing and selecting 'Review Open Bids'. Bidders who download the Bid Packet are encouraged to notify Purchasing of the download to ensure they are on the distribution list for any Addenda and/or Q&A issued. 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-21-52 held at 1:30pm on Thursday, July 1, 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 and unsigned Bid Submissions will be rejected, without exception.

Interested parties may contact the Purchasing Office with any questions regarding submission details for this solicitation by calling (479) 271-3115 or by emailing 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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-52	**Date of Issuance:**	June 13, 2021
Description:	UNIFORM RENTAL PROVIDER AND SERVICES		
Requesting Department:	CITY OF BENTONVILLE PARKS MAINTENANCE DEPARTMENT		
Pre-Bid Meeting Information:	NO PRE-BID MEETING IS SCHEDULED FOR THIS SOLICITATION.		
Bid Bond Requirement:	BID BOND NOT REQUIRED FOR THIS SOLICITATION		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**July 1, 2021 1:30 PM**
Bid Opening Location:	**City of Bentonville Administrative Services Building – Purchasing Department (2nd Floor)** 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 Department – 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 25,2021 at 4:30PM**
Questions should be submitted to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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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: Clean Uniform **Phone Number:** 501-300-2699

Business Address (Full Street/City/State/Zip): 1609 E. Falcon st Webb City, MO 64870

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

Name of Contact Person: Robert Riley **Email:** rriley@cleanuniform.com

Signature of Authorized Person [redacted] **Date:** 6-28-2021

Printed or Typed Name: Robert Riley **Title:** VP/GM

Arkansas Contractors License Number: _____ **(Not required unless specified)**

Sales or Use Tax ID Number: 43-1519771

Bid Bond Included: ___ Yes X No **(only required if specified in this IFB Document)**

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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

!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Office has moved to:

2nd Floor
City of Bentonville
Administrative Services Building
1000 SW 14th Street
Bentonville, AR 72712

INTENT

The intent of this Invitation for Bid (IFB) is to enter into a Contract with a properly qualified and capable rental uniform provider to provide uniforms (uniform rental) and other items (rags, mops heads, entry mats, etc.), and laundering services for the City of Bentonville Parks Maintenance Department and staff. The awarded Bidder shall provide the Department with weekly laundering service of the provided uniforms, rags, mop heads, entry mats, and first aid supplies and repairs and replacements of these items as needed, and patch and/or embroidery services based on the Department's needs.

Bid evaluation will include price, evaluation of the Bidder's references, past performance with the City, and capacity to provide a streamline uniform service for the Department.

REQUIRED RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.
- APPENDIX A: References
- All contract documents that the City would be required to sign, if Bidder's preference is to furnish contract documents, for the City's review.

APPENDIXES

- APPENDIX A: References
- APPENDIX B: Example of logo

OPTIONAL RESPONSE DOCUMENTS

- Any additional details on uniform types being provided.

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

CONTRACT TERM:

The awarded bidder will be required to enter into a binding contract with the City of Bentonville, for the services listed herein. This Contract may be provided by the City or the Bidder; however, Bidders shall review the City's standard contract language listed herein in preparation for the contract process. The awarded Contract will be for an initial one (1) year term, renewable annually upon mutual written agreement for a total term not to exceed five (5) years.

INSURANCE

The awarded Bidder shall maintain all insurance required by statute, including but not limited to Workers Compensation, and shall maintain insurance appropriate for covering any damage which may occur to City property as a result of the awarded Bidder's performance of the work described herein.

SCOPE OF WORK/SPECIFICATIONS

The City of Bentonville is accepting formal sealed bids from properly qualified and capable rental uniform providers to provide uniforms (uniform rental) and laundering services for the City of Bentonville Parks Maintenance Department staff. Other items include entry rugs, mop heads, rags, and 1st Aid products. The

awarded Bidder shall provide the Department with weekly laundering service of the provided uniforms and repairs as needed, and patch and/or embroidery services based on the Department's needs.

The Parks Maintenance Department utiltize patches and direct embroidery; however, Bidders will be asked to convey charges for both options to the City in the event that the Department's needs change throughout the contract term.

Uniforms:

Uniforms provided must meet the following specifications:

Type of Uniform Item	**Specification (either brand or minimum specification) 'Standard' specification is used when the City has specified an industry standard and will evaluate uniform types proposed by the Bidder*.**
Polo Shirts	Standard with embroidered city logo and employee first name
Pants	Kahki cargo pants
Shorts	Kahki cargo shorts
Bibs	Standard, insulated
Light Jacket	Standard, zipper closure, no hood, collar
Cold Weather Jacket	Standard, insulated/lined, zipper closure, hood

*Bidders shall convey to the City the types of uniforms being proposed in 'Proposed Uniform' Seciton of this IFB document for the City's evaluation.

Color of Uniforms:

Bidders shall provide at least ten (10) standard uniform color options for the City to choose from including different shades of green

Type of Uniform Item	**Specified Color**
Polo Shirts	Green
Pants	Kahki
Bibs	Tan
Light Jacket	Green
Cold Weather Jacket	Tan or Brown

Other Items:

Bidder shall also provide options for entry rugs, mop heads, utility rags, and 1st Aid supply service.

The City requests the following:

Scraper Mats (3x5): Black / Standard Mat (3x4): Dark Grey

[This space has been intentionally left blank]

REQUIRED RESPONSE FIELD: NUMBER OF COLORS AVAILABLE

Bidders shall respond below with the number of colors available for each uniform type at the prices bid.

Type of Uniform Item	Number of Color Options
Polo Shirts	12
Pants	5
Shorts	5
Bibs	2
Light Jacket	7
Cold Weather Jacket	2

Do the color options above include shades of Green X YES ___NO

Bidders are encouraged to submit catalogs or other types of material for the City's review of the uniform types proposed. Any options submitted must clearly convey that the option is included in the pricing submitted in the Bid Submission. There shall be NO CHANGE IN PRICING for any item after the submission of the Bid or throughout the term of the contract.

Fitting/Sizing Consultation:

The awarded Bidder shall schedule a fitting/sizing consultation meeting upon award for the Department's employees at no additional charge to the City. The purpose of this meeting is to ensure accurate sizing and uniform type selection.

Laundering Service/Pick-Up and Drop-Off:

The awarded Bidder shall pick-up/drop-off uniforms and other items to the Department weekly, on a consistent schedule the same day of each week. The awarded Bidder shall furnish a bin for the employees to put their dirty uniforms in for pick up; the awarded Bidder shall provide means/organized schedule for pick-up/replacement etc. of all other items included in this Bid. The awarded Bidder shall provide the City with tags and mesh bags to label the employee's uniforms, or other means of organizing each employees uniform to ensure that employees are receiving their personal uniforms after each laundering service.

The laundering service shall be hygenic and shall not cause damage to the uniforms. In the event that damage does occur during laundering, the awarded Bidder shall replace the damaged items at no additional charge to the City upon the next week's pick-up/drop-off.

Uniform Patches:

The Department polo shirts shall have the Bentonville Logo on the left breast area and the employee's first name on the right breast area upon delivery, as specified.

The Department jackets and bibs shall have two patches attached

Name Tag Patch: 3 ½" x 1 ½ " (three and one-half inches by one and one-half inches); Employee Name

Company Identification Tag: 3 ½ "x 3 ½ " (three and one-half inches by three and one-half inches); the department will supply the logo to the awarded Bidder. A photo of the logo is included herein as Appendix B.

Repairs:

The awarded Bidder shall provide repair services for tears or other incidents that are able to be repaired without affecting the uniforms integrity or professional appearance. Repairs shall be performed and items delivered back to the City at the next pick-up/drop-off date, within one week of receiving the items to be repaired. The cost of repair shall be the responsibility of the bidder if the damage is caused by normal wear and not by misuse.

Replacements:

The Department may identify items as needing to be replaced or the awarded Bidder may identify items as needing to be replaced due to normal wear and tear in order for uniforms to maintain a clean and professional appearance.

Any replacements must be PRE-APPROVED by Parks Maintenance Manager or his assignee prior to being replaced. The City will not be responsible for payments for replacements items that were not pre-approved. The cost of repair shall be the responsibility of the bidder if the damage is caused by normal wear and not by misuse.

Replacement items shall be delivered within one week.

Driver Conduct:

The awarded Bidder's pick-up/drop-off driver shall conduct themselves professionally and be courteous and respectful to City employees during the pick-up/drop-off. The driver shall notate and address any uniform concerns communicated to them.

DELIVERY

The City of Bentonville requests that the sizing consultation be scheduled to occur within one-week from the date the Notice of Award is issued and for all uniforms to be delivered to the Department within two-weeks from the date of the sizing consultation. If this schedule cannot be met, Bidder must specify the date that Bidder is available to begin services and the number of weeks in which service will be completed. Failure to state delivery time obligates the Bidder to complete delivery by the City's requested delivery date. Extended delivery dates may be considered when in the best interest of the City. All deliveries will be to the City of Bentonville, Arkansas. Delivery will be made to the Parks Maintenance Office at 401 NE Moberly Lane Bentonville, AR 72712.

Sizing consultation will be scheduled to occur within _1_ week(s) from the date the Notice of Award is issued.

All uniforms will be delivered to the Parks Maintenance Facility within _4_ week(s) from the date of the sizing consultation.

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.

REFERENCES/EVALUATION/PAST PERFORMANCE

The City reserves the right to request references from each Bidder and contact the references for the apparent three lowest bidders, and to use this information in the evaluation of bids. The City reserves the right to evaluate bids based on the bidders past performance record with the City, the apparent quality of the items proposed by the bidder, and the delivery/pick-up methods provided by bidder.

INVOICING

The awarded Bidder shall provide an invoice to the Department's designated contact bi-weekly, for services rendered in the prior two weeks for approval.

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. Failure to submit an invoice on time and to the correct address may result in a delay in payment. Invoices received with inaccurate information, items which required pre-approval but were not pre-approved and any other discrepancies may result in delayed payment. At no point shall the City be charged a finance or interest fee for delayed payment due to inaccurate invoicing.

PAYMENT TERMS

☐ Net 30 days ☑ Other: Net 45

DAMAGES

Any damage occurring to City property as a result of the awarded Bidder's operations shall be corrected at the awarded Bidder's expense.

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.

STANDARD CONTRACT LANGUAGE

The below contract language is required standard language in City contracts; submitters are encouraged to pre-review this language in preparation for an expedited contract process if selected for award.

1.0 **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.

2.0 **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.

a. Due to the City's Statutory Tort Immunity, the City is not able to agree to indemnification clauses where the City is indemnifying and holding harmless the Contractor.

b. Due to the City's Statutory Torn Immunity, the City does not carry General Liability insurance.

3.0 **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.

4.0 **Freedom of Information Act (FOIA):** Contractor understands that City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to any Contract and all other work documents furnished by Contractor to City or City to Contractor, unless those documents are specifically excluded from Arkansas FOIA laws.

5.0 **Insurance:** Contractor will be required to maintain insurance as set forth by the City, including Workers Compensation insurance as required by Arkansas Statute, and name the City of Bentonville as additionally insured when required by the City.

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(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

Contractor/Vendor Disclosure

Company Name: Clean Uniform

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.

N/A

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.

RR **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 Missouri

County of Jasper

I Robert Riley 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: VP/Gm

Subscribed and sworn before me this: 28th day of June, 2021

Notary Public: [redacted] My commission expires: 06/01/2024

ERIN ALBIOUS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR NEWTON COUNTY
MY COMMISSION EXPIRES JUN. 01, 2024
ID #15638141

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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

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

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space provided. Bidders must also indicate or describe any item being offered to the City that does not meet specification but is being offered to the city as being an "EQUIVALENT" or a "SUBSTITUTE" item, to the City's specifications. Bidder must also provide other information where indicated.

PRODUCT SPECIFICATIONS		
SPECIFICATION DESCRIPTION	**Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.**	**Bidder must use this column to indicate/describe an "EQUIVALENT" or a "SUBSTITUTE" item being offered to the City.**
GRINDING UNIT:		
Bidder has examined all sections of this IFB document and agrees to perform services AS SPECIFIED.		

*If Bidder is interest in submitting a bid for alternate items, it is the Bidder's responsibility to include material and information in their bid submission for the City's consideration.

PROPOSED UNIFORM INFORMATION

REQUIRED RESPONSES

Bidders shall complete the required information where indicated below.

Type and Description of Proposed Uniforms: Bidders shall include the following information for the different types of uniforms available to the City at the price bid.

1) Brand names
2) Number of colors and color options
3) Brief summary of the product details.

Polo Shirt:
Brand Name : Sport-Tek
Number of Color Options Available: 13 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: 100% Polyester, Snag resistant, moisture wicking, side vents, 3 button Polo with or without Pocket options. Forrest Green, Lime Green

Kahki Cargo Shorts:
Brand Name : Red Kap
Number of Color Options Available: 5 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Plenty of room for storage 6 total Pockets. wrinkle free shorts, TrueBlend fabric resists fading after washed over and over. Touchtex Pro Technology features breathable comfort and plenty of give for employers go to in the Summer.

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Kahki Cargo Pants:
Brand Name: Red Kap Number of Styles Available: 4
Number of Color Options Available: 5 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Touch tex Pro Technology provides breathable comfort, lasting color & stain resistance with softer feel. Requires less maintenance and wrinkle free professional look.

Bibs:
Brand Name: Red Kap
Number of Color Options Available: 2 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Blended Duck zip front and legs. Adjustable straps offer perfect fit, two way waist-to-ankle zippers fit perfectly with any work boots.

Light Jacket:
Brand Name: Red Kap
Number of Color Options Available: 5 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Warm quiet lined jacket with waistband tabs, wrinkle free material, 2 front zipper side seam pockets, hemmed cuffs, hip length, zipper front.

Cold Weather Jacket:
Brand Name: Red Kap
Number of Color Options Available: 2 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Blended Duck zip front hooded jacket, 100z duck material with quelted lining, 3 piece lined hood, zipper front.

Sraper Mat (outdoor):
Brand Name: Mount ville Mills
Number of Color Options Available: 2 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Slip resistant, knocks off any extra material before entering building. Also helps keep dirt of rocks, dirt etc outside. Most customers love the material and durability.

Standard Mat 3x4:
Brand Name: Mount ville Mills
Number of Color Options Available: 6 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details:

Mop Heads:
Brand Name: Golden Star
Number of Color Options Available: 3 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Mop contains a blend of pre-laundried, 4 Ply cotton and synthetic fibers. Fibers will not shrink or fade when put to the test. 5 inch head band clamps are together. Suitable for commercial or industrial applications.

Microfiber Cloth:
Brand Name: Golden Star
Number of Color Options Available: 2 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: This towel have small fibers that trap dirt and moisture, cleaning surfaces without leaving a sticky residue or spreading dirt. More absorbent than the standard terry towel or Sade Towel.

BUDGET PROTECTION PROGRAM

(OPTIONAL IF BIDDER DESIRES TO OFFER A BUDGET PROTECTION PROGRAM AS PART OF THEIR BID SUBMISSION FOR THE CITY'S CONSIDERATION)

If Bidder desires to present a budget protection programs for the City's consideration, Bidder shall use the space below to convey all requirements, details, terms etc. for the budget protection program. Bidder shall use TABLE A in the included Pricing Sheet to convey the per item/per garment costs for budget protection.

Clean Uniform is the only uniform company that covers everything. Our budget Protection covers all setup fees, repairs, replacement, damage & even loss garments. When a employee needs a size exchange, your covered as well. It also covers the emblem fee and free replacements as well. If you have a employee walk off the job and doesn't return any uniforms you pay zero. There would be no replacement fee we take the employee off the invoice that day.
Cleans Budget Protection is .03 Per garment

With our Budge Protection there will be no emblem or name fee at all. This helps keep your bill consistent on a weekly basis. You can forecast for the month and yearly exactly what your bill will be total. We can show you the break down as well with the customer website. We track what we pick up and drop off. With the ~~RFID~~ RFID chip its a game changer in the uniform industry.

Estimated Sizes/Quantities

The quantities, sizes and quantities of sizes included herein are estimates only and shall not be considered a guarantee of quantities or sizes, or a final order. Sizing will be finalized at the sizing consultation.

There are currently 25 Parks Maintenance employees that require uniforms; each employee will need a quantity of 11 for each uniform type needed given (except for shorts). Needs vary for each employee; some will need pants only, others will need shorts, some will need all types, etc.

Shirts/Jackets
All quantities are estimated and not guarenteed

Size	Shirt Type		
	Polos	Light Jacket	Winter Jacket
Small	0	0	0
Medium	1	1	1
Large	10	10	10
X-Large	8	8	8
XX-Large (2X)	6	6	6
Totals	25	25	25
Number of Uniforms Items Per Employee	11	11	11
Initial Number of Uniforms Types to be Supplied	275	275	275

Pants and Bibs

Item	Quantity	Per employee	Total
Pants	25	11	275
Shorts	10	5	50
Bibs	25	11	275

*There is no size quantity estimate currently for pants, shorts and bibs; pricing submitted to the city for Pants, Bibs, and Shorts shall include sizes in a x-small to 3X type of sizing or in a waistXlenghth type of sizing.

Other Items

Item	Quanity Per Week
Scraper Mat 3x5 black	2
Standard Mat 3x4 dark grey	4
Wet mop head	15
Microfiber cloth	200
1st Aid Cabinet	2

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PRICING SHEET

Bid Pricing shall include all costs to the City, including but not limited to: tax, fuel, equipment, garmets, laundering services, profit, insurance, labor, pick-up and delivery services and all other charges to the City. The City of Bentonville tax rate is 9.5%. The City of Bentonville is NOT exempt from sales tax.

Per Item Prices MUST include ALL costs, including the laundering service/pick-up/exchange services within the cost of the garmets and other items.

Pricing for pants sizes, including waist and length sizes (mens and womens) shall be conveyed using the sizing brackets S-XL, S-XL Tall, XXL(2X), XXXL(3X).

Pricing Sheet: Only bids received using the Pricing Sheet contained herein (on the following page(s)) will be accepted/considered. **Bidders shall not use alternate forms or alter the City's pricing table in ANY WAY. Additional costs conveyed outside of the table will not be considered.** IN THE EVENT THAT BIDDERS NOTICE AN ERROR OR OTHER TYPE OF DISCREPANCY IN THIS BID DOCUMENT, THEY MUST SUBMIT THE QUESTION/NOTIFICATION TO THE PURCHASING OFFICE (ANY CORRECTIONS WILL BE ISSUED AS ADDENDA)

Pricing: Bid prices must be rounded to the nearest cent; bid prices not rounded to the nearest cent may be declared non-responsive and rejected.

Bid Award: The Bid Award will be based on the lowest and most responsible submitted bid based on the City's estimated quantities; award will be made to only one vendor for the Parks Maintenance Department uniform needs. The awarded Bidder will be paid only for actual quantities ordered throughout the contract term.

Table A: Additional Costs Pricing Table
This Table shall be used for the City's information and as needed throughout the contract term only, this pricing is not considered in the Bid Price.

> ***Budget Protection Line Items:** If Bidder offers a budget protection programs for a per item/garment additional fee, Bidders shall convey those fees in the lines provided. NA is an acceptable response if Bidder does not offer budget protection programs.

Table B: Bid Pricing Table
This Table shall be used for the purpose of conveying bid pricing for the City's uniform needs and the comparison of bids. The low bid price will be calculated using the submitted pricing multiplied by the City's current uniform needs.

IFB-21-52 PRICING SHEET FOLLOWS ON NEXT PAGE

IFB-21-52 PRICING SHEET CONTINUED

TABLE A: Additional Costs Pricing Table

These prices shall not be caculated with the Bid Award, but will be used throughout the contract term as the set prices for these items. All pricing in this column shall be conveyed in a per item format (ex. the replacement cost for one S-XL Mens Polo Shirt)

Line Number	Description	Sizes S-XL (MENS)	Sizes S-XL Tall (MENS)	Sizes XXL (2X) (MENS)	Sizes XXXL(3X) (MENS)	Sizes S-XL (WOMENS)	Sizes S-XL Tall (WOMENS)	Sizes XXL (2X) (WOMENS)	Sizes XXXL(3X) (WOMENS)	Price Per Item
1	Polo Shirt Replacement	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	
2	Pants Replacement	$ 15.89	$ 15.89	$ 15.89	$ 15.89	$ 15.89	$ 15.89	$ 15.89	$ 15.89	
3	Shorts Replacement	$ 13.31	$ 13.31	$ 13.31	$ 13.31	$ 13.31	$ 13.31	$ 13.31	$ 13.31	
4	Bibs Replacement	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	
5	Light Jacket Replacement	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	
6	Cold Weather Jacket Replacement	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	No entry in this column for Line Items 1-12 (Sized Items)
7	Garmet Repair - Polo Shirts	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	
8	Garmet Repair - Pants	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	
9	Garmet Repair - Shorts	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	
10	Garmet Repair - Bibs	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	
11	Garmet Repair - Light Jacket	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	
12	Garmet Repair - Cold Weather Jacket	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	
13	Scraper Mat Replacement	No entry in these rows for Line Items 13-17 (not sized items)								$ Ø
14	Standard Mat Replacement									$ Ø
15	Wet Mop Head Replacement									$ Ø
16	Microfiber Cloth Replacement									$ Ø
17	1st Aid Cabinet Replacement									$ Ø
18	Name Tag Patch Replacement (for replacement shirts or damaged patches)	No entry in these rows for Line Items 18-21 (not sized items)								$ .25
19	Company Tag (with logo) Patch Replacement (for replacement shirts or damaged patches)									$ .75
20	Budget Protection(Per Item Additional Charge) - Other Items									$ .03
21	Budget Protection (Per Item Additional Charge) - Uniform Items									$ .03

TABLE B: BID PRICING TABLE

Line Number	Description/Type of Uniform As Specified by the City	Description/Brand for City's Type of Uniform Proposed by Bidder (REQUIRED RESPONSE)	Bidder Place a Check Mark in This Box if the Item Proposed Meets the City's Specifications for the Type of Uniform	Quantity (Used as a place holder only actual quantities of each sizing bracket will differ based on staff throughout the contrac term)	Price Per Item Sizes S-XL (MENS)	Price Per Item Sizes S-XL Tall (MENS)	Price Per Item Sizes XXL(2X) (MENS)	Price Per Item Size XXXL (3X) (MENS)	Price Per Item Sizes S-XL (WOMENS)	Price Per Item Sizes S-XL Tall (WOMENS)	Price Per Item Sizes XXL(2X) (WOMENS)	Price Per Item Size XXXL (3X) (WOMENS)	Price Per Item
1	Polo Shirt, As Specified	Sport-Tek	✓	1	$ .21	$ .21	$ .21	$ .21	$ .21	$ .21	$ .21	$ .21	No entry in this column for Line Items 1-6 (sized items)
2	Pants, As Specified	Red Kap	✓	1	$ .28	$ .28	$ .28	$ .28	$ .28	$ .28	$ .28	$ .28	
3	Shorts, As Specified	Red Kap	✓	1	$ .24	$ .24	$ .24	$ .24	$ .24	$ .24	$ .24	$ .24	
4	Bibs, As Specified	Red Kap	✓	1	$ .38	$ .38	$ .38	$ .38	$ .38	$ .38	$ .38	$ .38	
5	Light Jacket, As Specified	Red Kap	✓	1	$ .25	$ .25	$ .25	$ .25	$ .25	$ .25	$ .25	$ .25	
6	Cold Weather Jacket, As Specified	Red Kap	✓	1	$ .65	$ .65	$ .65	$ .65	$ .65	$ .65	$ .65	$ .65	
7	Scraper Mat, As Specified	Mountville Mills	✓	1	No entry for Line Item 7 (not sized)								$ 1.75
8	Standard Mat, As Specified	Mountville Mills	✓		No entry for Line Item 8 (not sized)								$ 1.25
9	Wet Mop Head, As Specified	Golden Star	✓	1	No entry for Line Item 9 (not sized)								$ .75
10	Microfiber Cloth, As Specified	Golden Star	✓	1	No entry for Line Item 10 (not sized)								$ .09
11	1st Aid Cabinet, As Specified	Clean First Aid	✓	1	No entry for Line Item 11 (not sized)								$ 12.00
12	Name Patch, As Specified, Applied (New Shirts)	Penn Emblem	✓	1	No entry for Line Item 12 (not sized)								$ .25
13	Company Patch, As Specified, Applied (New Shirts)	Penn Emblem	✓	1	No entry for Line Item 13 (not sized)								$ .75

*First Aid Kits no charge for restocking fee or replacements 12.00 flat rate. *

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 A
(REQUIRED RESPONSE DOCUMENT)
REFERENCES

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 REFERENCES

Bidders shall use the space below to submit references for whom the Bidder has completed the same or similar services for within the past three (3) years. Bidders must provide a minimum of five (5) references for whom the Bidder has completed the same or similar services for within the past three (3) years.

The City reserves the right to contact these references and use the information gained in the evaluation of bids.

Its on Next Page

Company Name	Contact Name	Contact Phone	Contact Email	Summary of Services Provided

BIDDER REFERENCES FOR CLEAN UNIFORM

CITY OF ROGERS

JOHNNY LUNSFORD 479-426-0667

JOHNNYLUNSFORD@RWU.ORG

Services Provided: Weekly uniform rental, soil pick-up and clean laundry delivery service as well as bulk rental items such as shop towels, mops, paper products, and mats. We also manage and stock their First Aid Kits every week. Multiple drop offs and pick-ups for this account.

City of Joplin

Lyndon Lawson 417-624-0820 ex 560

LLawson@joplinmo.org

Services Provided: Weekly uniform rental, soil laundry pick-up and clean laundry delivery service as well as bulk rental items such as shop towels, mops, and floor mats. Multi-location drop off and pick up with the City of Joplin. They have been part of the Clean Family for quite some time.

City of Chanute

Amy Larson 620-421-5250

alarson@chanute.org

Services Provided: Weekly uniform rental, soil laundry pick-up and clean laundry delivery services as well as bulk rental items such as shop towels, mops, and floor mats. Multiple drop off and pick-up locations for the City of Chanute.

City of Cave Springs

Kimberly Hutcheson 479-248-1040

Kimberly.hutcheson@cavespringsar.gov

Services Provided: Weekly uniform pick up of dirty laundry and clean laundry delivered; serviced weekly. Also weekly servicing logo mats, soap for the bathrooms, paper products, first aid supplies, and clean towels for the shop.

Toyota of Fayetteville

Matt Binswider 479-695-7651

MBindswider@penskeautomotive.com

Services Provided: Weekly uniform rental, soil laundry pick-up and clean laundry delivery service as well as bulk items such as shop towels, wet mops, dust mops, multiple first aid kits, custom Toyota logo mats. Multiple drop off and pick-up locations with this account; one of our biggest accounts in Fayetteville. Toyota of Fayetteville has been with the Clean family for 10 plus years now.

Rogers Public Schools

Margie Bowers 479-631-3559

Margie.bowers@rpsar.net

Services Provided: Weekly uniform rental for 100+ employees, soil laundry pick-up and clean laundry delivery services as well as bulk items such as shop towels, wet mops, dust mops, and customized school logo mats. There are over 30 locations within Rogers Public Schools that we drop off and pick up for each week.

Ozark Regional Transit

Bryan Martin 479-361-6843

bmartin@ozark.org

Services Provided: Weekly uniform rental for 90+ employees. We pick up dirty and drop off clean uniforms weekly. We also service clean ORT logo mats, provide clean shop towels and pick up dirty, as well as take care of their first aid kit needs. We also provide Super-towels to the cleaning team members as well as mops, soap for bathrooms, air fresheners, wet mops, and dust mops.

BIDDER REFERENCES FOR CLEAN UNIFORM

CITY OF ROGERS

JOHNNY LUNSFORD 479-426-0667

JOHNNYLUNSFORD@RWU.ORG

Services provided: Weekly uniform rental, soil pick-up and clean laundry delivery service as well as bulk rental items such as shop towels, mops, paper products, and mats. We also manage and stock there First Aid Kits as well every week. Multiple drop offs and pick-up for this account.

City of Joplin

Lyndon Lawson 417-624-0820 ex 560

LLawson@joplinmo.org

Services provided: Weekly uniform rental, soil laundry pick-up and clean laundry delivery service as well as bulk rental items such as shop towels, mops and floor mats. Multi-location drop off and pick up with the City of Joplin. They have been part of the Clean Family for quite some time.

City of Chanute

Amy Larson 620-421-5250

alarson@chanute.org

Services provided: Weekly uniform rental, soil laundry pick-up and clean laundry delivery services as well as bulk rental items such as shop towels, mops and floor mats. Multiple drop off and pick-up locations for the City.

City of Cave Springs

Kimberly Hutcheson 479-248-1040

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Services provided: Weekly uniform pick up of dirty laundry and clean laundry delivered serviced weekly. As well as logo mats, soap for the bathrooms, paper products, first aid supplies and clean towels for the shop.

Toyota of Fayetteville

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Rogers Public Schools

Margie Bowers 479-631-3559

Margie.bowers@rpsar.net

Services provided: Weekly uniform rental 100+ employees, soil laundry pick-up and clean laundry delivery services as well as bulk items such as shop towels, wet mops, dust mops and customized school logo mats. There are over 30 locations we drop off and pick up for Rogers Public Schools each week.

Ozark Regional Transit

Bryan Martin 479-361-6843

bmartin@ozark.org

Services Provided: Weekly uniform rental for 90+ employees we pick up dirty and drop off clean weekly. We also service clean ORT logo mats, provide clean shop towels and pick up dirty, take care of there first aid kit needs. WE also provide Super-towels to the cleaning ladies as well as mops, soap for bathrooms, air fresheners, wet mops and dust mops as well.

APPENDIX B
LOGO EXAMPLE

Date: 06/24/21 Order: #1174736 Item: RH2872750 Type: Penn Edge Silkscreen Emblem Size: 0244 RE1.25X4P



PENN emblem
www.pennemblem.com

Fabric Color	Border Color
145 TAN PEBBLE	00099 SPEC YRN

Thread / Ink Color

00012 White	00013 Black
00017 Grey Dark	00068 M-Brown Md

Color may vary. See Thread and Fabric for actual colors. Designs may be slightly modified from original art for enhancement and/or quality purposes.

APPROVED BY CSR: CUSTOMER: QTY NEEDED:

Date: 06.24.21 Order: [illegible] Item: RH2572749 Type: Penn Edge Silkscreen Emblem Size: 0244 REL 25X4P

BENTONVILLE
Parks & Recreation

PENN EMBLEM

Fabric Color | Border Color

145 TAN PEBBLE | 00099 SPEC YRN

Thread / Ink Color

00012 White | 00003 Green Kelly

00008 Green Dark | 00063 M Green Lt

[illegible]

APPROVED BY [illegible]

Agenda Item Form

Date of City Council Meeting	**8/19/2021**
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):*

Ordinance requesting City Council approve the revised 2021 City pay plan for grades 18 - 26 in accordance with the salary and benefits plan presented by consultant Johanson Group.

Estimated Cost	**$**
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: Debbie Griffin, Director of Administration

Date: Tuesday, August 3, 2021

Re: Adoption of the (Revised) 2021 Pay Plan

City Council was asked to consider a revised pay plan during the Tuesday July 27, 2021 City Council meeting. There were several unanswered questions and concerns regarding the recommendation and presentation. For clarification purposes, staff is providing the following information.

- City Council approved the entire revised Pay Plan with the exception of non-exempt pay grade ranges 18-26 at the July 27, 2021 meeting. Pay for non-exempt staff members that were below the minimum pay scale level will be adjusted and pay increases will be reflected in the next payroll cycle. No one will receive a pay decrease.
- Staff recommends that the City Council approve the adoption of pay grades 18 – 26 of the 2021 pay plan – replacing the current version of the 2021 pay plan.
- Attachment A reflects the current pay scale and the proposed pay scale adjustments from the Johanson Group.
- The Salary and Benefits study was conducted by the Johanson Group, a third party contracted consultant. Attachment B reflects the executive summary from the Johanson Group
- Pay grades have been analyzed in detail, resulting in recommended upgrades to the following 7 positions: (Please note pay grades 23 and 24 are left open for future use)
    - Inspection and Permit Admin – moving from pay grade 19 to pay grade 20
    - Chief Deputy Court Clerk - moving from pay grade 19 to pay grade 21
    - Meter Foreman - moving from pay grade 21 to pay grade 22
    - Recreation Program Supervisor – moving from pay grade 21 to pay grade 22
    - Customer Account Supervisor – moving from pay grade 21 to pay grade 22
    - GIS Analyst – moving from pay grade 22 to pay grade 25
    - GIS Coordinator – moving from pay grade 23 to pay grade 26

- Four non-exempt employees exceed the maximum of the new recommend pay ranges.
- The managers of the four non-exempt employees have been instructed to communicate with each of the impacted employees to discuss advancement options and ideas for additional earning opportunities.
- Staff also recommends adding a "Top Out Pay" policy for those instances when an employee exceeds the maximum of their pay range.

Please contact me with any questions or concerns. My telephone number is (479) 254-2028 or I can be reached via email at dgriffin@bentonvillear.com

City of Bentonville
Non - Exempt Annualized

	Current 2021 Pay Range		
Pay Grade	Minimum	Midpoint	Maximum
13	$ 25,938	$ 31,855	$ 37,773
14	$ 28,059	$ 35,058	$ 42,058
15	$ 30,285	$ 37,877	$ 45,469
16	$ 32,739	$ 40,914	$ 49,088
17	$ 35,339	$ 44,179	$ 53,019
18	$ 38,230	$ 47,757	$ 57,283
19	$ 41,226	$ 51,552	$ 61,818
20	$ 44,512	$ 55,650	$ 66,789
21	$ 48,110	$ 60,112	$ 72,114
22	$ 51,958	$ 67,059	$ 82,160
23	$ 56,118	$ 70,148	$ 84,178
24	$ 60,570	$ 75,733	$ 90,896
25	$ 65,437	$ 81,796	$ 98,155

	Proposed 2021-22 Pay Range		
Grade	Minimum	Midpoint	Maximum
B213	$ 26,427	$ 33,034	$ 39,641
B214	$ 28,764	$ 35,955	$ 43,146
B215	$ 31,000	$ 38,875	$ 46,650
B216	$ 33,437	$ 41,796	$ 50,155
B217	$ 35,773	$ 44,716	$ 53,660
B218	$ 38,109	$ 47,637	$ 57,164
B219	$ 40,446	$ 50,557	$ 60,669
B220	$ 42,782	$ 53,478	$ 64,173
B221	$ 45,119	$ 56,398	$ 67,678
B222	$ 47,455	$ 59,319	$ 71,183
B223	$ 49,791	$ 62,239	$ 74,687
B224	$ 52,128	$ 65,160	$ 78,191
B225	$ 55,632	$ 69,541	$ 83,449
B226	$ 60,305	$ 75,382	$ 90,458

CITY OF BENTONVILLE										
Non-Exempt Hourly Rate Pay Scale Comparison										
Current 2021 Pay Policy						Proposed New Pay Policy				
Grade	Minimum	Midpoint	Grade Spread %	Maximum		Grade	Minimum	Midpoint	Grade Spread %	Maximum
13	$12.47	$15.32		$18.16		14	$13.83	$17.29		$20.74
			10.1%						8.0%	
14	$13.49	$16.86		$20.22		15	$14.91	$18.67		$22.43
			8.0%						7.7%	
15	$14.56	$18.21		$21.86		16	$16.08	$20.10		$24.12
			8.0%						7.0%	
16	$15.74	$19.67		$23.60		17	$17.20	$21.50		$25.80
			8.0%						6.6%	
17	$16.99	$21.24		$25.49		18	$18.33	$22.91		$27.49
			8.1%						6.1%	
18	$18.38	$22.96		$27.54		19	$19.45	$24.31		$29.17
			7.9%						5.8%	
19	$19.82	$24.77		$29.72		20	$20.57	$25.72		$30.86
			8.0%						5.4%	
20	$21.40	$26.76		$32.11		21	$21.70	$27.12		$32.54
			8.0%						5.2%	
21	$23.13	$28.90		$34.67		22	$22.82	$28.53		$34.23
			11.6%						4.9%	
22	$24.98	$32.24		$39.50		23	$23.94	$29.93		$35.91
			4.6%						4.7%	
23	$26.98	$33.73		$40.47		24	$25.07	$31.34		$37.60
			7.9%						6.7%	
24	$29.12	$36.41		$43.70		25	$26.75	$33.44		$40.12
			8.0%						8.4%	
25	$31.46	$39.33		$47.19		26	$29.00	$36.25		$43.49

* Grade Spread % Compares Midpoint to Midpoint by Pay Grade

City of Bentonville
Salary and Benefits Study
July, 2021

Executive Summary

Johanson Consulting, Inc. dba Johanson Group completed a Salary and Benefits Study for the City of Bentonville, AR during the first and second quarter of 2021. The following narrative represents an executive summary of the study.

Salary and Benefits Study Goals

- Completion of a salary and benefits study and analysis to determine the City's competitive position with public and private employers in the regional market recruitment area.
- The ability now and in the future to attract and retain qualified employees to provide quality services on behalf of the City of Bentonville.
- Complete an internal analysis of City positions, job descriptions, pay structures, and employee pay.

Phase I Position Descriptions and Job Valuing

- Completion of job descriptions review and transfer of 100 non-exempt and 47 exempt job descriptions to the DBCompensation software system.
- Job valuing of all 147 positions utilizing 15 compensable factors.
- Completion of an internal analysis of job placements based on the job valuing system.
- Calculation of internal average pay line for both non-exempt and exempt positions.
- Development of actual pay scatter graphs.

Phase II Market Salary and Benefits Study

- Actual pay and current pay ranges compared with market actual pay and pay ranges for exempt, non-exempt, fire and police uniformed positions and elected officials.
- Evaluation of the City's employee benefits compared to market benefits offered by public and private employers.
- Exempt and non-exempt positions compared with the cities of Fayetteville, Rogers, Springdale, Jonesboro and the AML 2021 Salary Study (average of 9 cities). Also, the market salary study included utilities inclusive of the City of Fayetteville, Rogers Water Utilities, Springdale Water Utilities, Jonesboro Power and Light, Beaver Water District, NWA Electric utilities, Conway Corporation, Little Rock Water Reclamation Authority, Central Arkansas Water, APPA, and AWWA. The market pay and benefits study encompassed private and public comparisons from the following published studies: 2020 NOARK Salary and Benefits Study, 2020 DOL-BLS Salary Study database, Salary.com CompAnalyst and the 2020 Compdata database.
- Over 6,000 data points were collected and utilized in the City of Bentonville Study.
- Fire and Police uniformed position and pay grade ranges were compared with Fayetteville, Rogers and Springdale.

Phase III Salary Administration

- The non-exempt positions for the City of Bentonville were behind the market pay average by 1.70% and an additional 2% COLA for a total of a 3.7% adjustment to pay grades 13 and 22 to establish the proposed (revised) pay scale policy.

- We used job valuing point pay grade ranges and the 3.7% adjustments to pay grades 13 and 22 to develop a straight line regression pay policy.
- This process is different than the City's current pay policy. The City of Bentonville sets its non-exempt pay grade ranges for grade 13 and then uses an 8% pay grade separation to develop pay grades 14 to 22.
- The job valuing points and pay policy ranges create a flatter pay line and decreases pay grade ranges 18 to 25 compared to the City's current pay policy schedule.
- The new pay policy (revised) will have four employees with current pay that exceeds their respective pay grade range maximum, and 12 employees have current pay that falls in the 4th quartile. This excludes employees that have been placed in a new separate pay policy for water and wastewater positions.
- The exempt positions for the City of Bentonville were behind the market pay average by 4.84%, and we used an additional 2% COLA for a total of 6.84% adjustment of pay grade 40 to establish the proposed (revised) pay scale policy. Pay grade 33 was not changed.
- The City's employee benefits are competitive with market study benefits.

Study Recommendations

- Adopt proposed non-exempt and exempt pay grade scales based on 2021 internal job valuing and market pay study results and drop pay grade 13.
- Raise custodial position to pay grade 14. The pay minimum for the revised pay grade 14 will be $13.83 per hour.
- Review positions with pay range midpoints that are behind market pay midpoint averages by more than 5%.
- Evaluate and move pay range scales every two to three years. This will address pay compression issues.
- Make minor pay range adjustments to the current fire and policy uniform pay scales based on market pay range comparisons with the cities of Fayetteville, Rogers and Springdale.
- Approve separate pay policy ranges for water and wastewater positions to be more in alignment with area utilities.
- Raise pay ranges for Telecommunicator positions to improve employee retention and the ability to attract qualified personnel.

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	**8/10/2021**
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):*

Ordinance adopting a Top Out Pay section for the City of Bentonville Personnel Policy. Effective for year beginning January 1st, 2022.

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

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

3 August, 2021

To: Bentonville City Council

From: Human Resources

Subject: Adoption of a Top Out Pay Policy

As part of the 2021 Salary Study and revised pay plan adoption process, staff was made aware of concerns regarding employees on the top end of their pay grade. These employees on average have been with the City for 20 years. In the Salary Study conducted in 2021 the consultant, Johanson Group, recommends that the City should not apply Cost of Living Allowance (COLA) increases to salary pay grades. Following this recommendation would cause a few employees (typically long-term employees) that are topped out in their pay grade to truly top out since their pay grade would not be increased to allow for a COLA increase.

The adoption of this policy will allow the City to provide additional earning opportunities to topped out employees who would not be eligible for annual wage increase or COLA. At the end of each calendar year, employees who meet the stated requirements in the policy will be eligible for an annual "Top Out Pay" up to one half (1/2) of the annual increase amounts approved by City Council through the annual budget process, up to a maximum of 1.5%. This Top Out Pay will be calculated on base salary, paid in a lump-sum, and will be subject to appropriate deductions (state & federal taxes, pension costs, etc…).

This policy would be in effect for the 2022 fiscal year since COLA was applied to all employees and all ranges at the beginning of 2021.

In addition to providing this new benefit, the City will continue to reach out to all employees who are topped out in their current pay grades to help them explore education, certification, and promotion opportunities that will allow them to continue to grow in their careers.

10.2.7.1 **Top Out Pay** The City values the service commitments of our long-term employees and recognizes that some employees may "Top Out" in their pay ranges before they retire or leave the City. Once an employee tops out in their pay range, they are no longer eligible for annual merit increases or Cost of Living Allowances. To address this, the City has established a "Top Out Pay" for those employees who meet the following conditions:

A. The employee is currently topped out in their pay grade and the employee's position is not associated with a job family/apprenticeship program with opportunities in higher grades.

B. The employee is currently working as a regular, full-time employee, at least 32 hours per week;

C. The employee has received an overall numerical rating of 3.0 or higher grade on their most recent performance appraisal;

D. The employee is not the subject of a Performance Improvement Plan (PIP) or any other disciplinary action within the past 12 months; and

E. The employee is not currently on Restricted Sick leave (RSL).

At the end of each calendar year, employees who meet the above requirements will be eligible for an annual Top Out Pay up to One Half (1/2) of the annual increase amounts approved by City Council through the annual budget process, up to a maximum of 1.5%. This Top Out Pay will be calculated on base salary, paid in a lump-sum, and will be subject to appropriate deductions (state & federal taxes , pension costs, etc…).

Even though employees may qualify for the longevity pay, the City will continue to offer and encourage employees to seek out educational opportunities, skill enhancements, certifications, and career changes to enable them to seek out and qualify for positions that offer higher pay ranges and greater earning opportunities.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF BENTONVILLE PERSONNEL POLICY RELATED TO TOP OUT PAY FOR LONG TERM EMPLOYEES.

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

Section 1: That the City of Bentonville Personnel Policy is amended to include the following section:

10.2.7.1 **Top Out Pay** The City values the service commitments of our long-term employees and recognizes that some employees may "Top Out" in their pay ranges before they retire or leave the City. Once an employee tops out in their pay range, they are no longer eligible for annual merit increases or Cost of Living Allowances. To address this, the City has established a "Top Out Pay" for those employees who meet the following conditions:

A. The employee is currently topped out in their pay grade and the employee's position is not associated with a job family/apprenticeship program with opportunities in higher grades.

B. The employee is currently working as a regular, full-time employee, at least 32 hours per week;

C. The employee has received an overall numerical rating of 3.0 or higher grade on their most recent performance appraisal;

D. The employee is not the subject of a Performance Improvement Plan (PIP) or any other disciplinary action within the past 12 months; and

E. The employee is not currently on Restricted Sick leave (RSL).

At the end of each calendar year, employees who meet the above requirements will be eligible for an annual Top Out Pay up to One Half (1/2) of the annual increase amounts approved by City Council through the annual budget process, up to a maximum of 1.5%. This Top Out Pay will be calculated on base salary, paid in a lump-sum, and will be subject to appropriate deductions (state & federal taxes, pension costs, etc.).

Even though employees may qualify for the longevity pay, the City will continue to offer and encourage employees to seek out educational opportunities, skill

enhancements, certifications, and career changes to enable them to seek out and qualify for positions that offer higher pay ranges and greater earning opportunities.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK