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 of facial coverings, and social distancing.

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. Those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make "live" public comments orally in the event they cannot attend the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

City Council Meeting **Tuesday, March 28, 2023 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 March 28, 2023:**
https://us02web.zoom.us/webinar/register/WN_-YG3IQRoRjiitKv74QiKdg

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: March 14, 2023

AGENDA

1. Presentation of Final Report from ESource regarding AMI Metering Assessment and Water Audit. **(Pages 4)**

2. Planning:

2a. **Ordinance accepting a Lot Split of North Half of Lot 17 in Clark's Addition; creating New Lot 31 in Clark's Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0032) 302 Southwest E Street.**

(Pages 7-9)

The Planning Commission voted 6-0, recommending approval.

A lot split of the North Half of Lot 17 in Clark's Addition; creating new Lot 31 in Clark's Addition. The plat dedicates right-of-way along SW Glover Street as well as a 15-foot utility easement along SW E Street.

2b. **Ordinance accepting a Property Line Adjustment of Lots 5, 9, 13, & 14 of Claypool Addition; creating new Lot 19 of Claypool Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA23-0006) 215 Northwest A Street.**

(Pages 10-13)

The Planning Commission voted 6-0, recommending approval.

A Property Line Adjustment of Lots 5, 9, 13, & 14 of Claypool Addition; creating new Lot 19 (+/- 1.32 acres) of Claypool Addition. The plat dedicates additional right-of-way along NW A street.

2c. **Ordinance amending Zoning Code Sec. 601.03 Animals; and for other purposes.**

(Pages 14-15)

The Planning Commission voted 6-0, recommending approval.

2d. **Ordinance amending Zoning Code Sec. 601.29 Alcohol Sales to establish operating hours for Sunday alcohol sales; and for other purposes.**

(Pages 16-17)

The Planning Commission voted 6-0, recommending approval.

3. Resolution endorsing the temporary installation of artwork titled "Benton County Agricultural Grid" by students at Thaden School on public property on the asphalt of the intersection at S. Main St. and SW 8th St. No budget adjustment is needed.

(Pages 18-31)

4. Utility Board:

4a. Resolution approving an amendment to Resolution 10-11-22G to authorize the purchase of excess fiber delivered to the City by Stuart Irby Company through IFB-22-83, in the amount of $10,800.04, plus applicable taxes. Approved by Utility Board 4-0. No budget adjustment needed. **(Pages 32-36)**

5. Resolution to award Bid No IFB-23-03 to Titan Lawn & Landscape for the weekly finish mowing of city facilities per the Unit Prices attached. This agreement may be extended up to 3 years upon mutual agreement of both parties and Council allocating the funds. This is the lowest bid. No budget adjustment is needed.

(Pages 37-40)

6. Resolution to award Bid No IFB-23-04 to DMC & Landscape for the bi-weekly mowing of city owned detention ponds, per the Unit Prices attached. This is the lowest bid. No budget adjustment is needed. **(Pages 41-44)**

7. Resolution authorizing the Mayor and City Clerk to enter into a Enterprise License Agreement with ESRI, for GIS software, in the amount of $170,200.00. The cost for 2023 will be $56, 800.00. This agreement secures pricing for three years; subsequent years will be subject to budget approval. No budget adjustment is needed. **(Pages 45-56)**

8. Public hearing and ordinance vacating Alley Right of Way Vacation requested between Lots 31-32 and 57-58 of Original Town of Bentonville Subdivision (VAC23-0003). **(Pages 57-60)**

9. Public hearing and ordinance vacating a Utility Easement at Lot 3 of Russell Daniel Subdivision (VAC23-0005). **(Pages 61-64)**

10. Resolution awarding the bid and allowing the Mayor and City Clerk to enter into a contract with APAC-Central, Inc., in the amount of $9,794,501.80, for the construction of SW 28th St - Featherston to SW I (MUNIS #21ST0010, PIIP22-0019, IFB-23-21). This is the lowest bid. No budget adjustment is needed. **(Pages 65-70)**

11. Resolution awarding the bid and allowing the Mayor and City Clerk to enter into a contract with TLS Group, Inc., for the construction of S Walton & SW 5th St Intersection (MUNIS #21ST0006, PIIP22-0031, IFB-23-18), in the amount of $927,437.88. This is the sole bidder. No budget adjustment is needed. **(Pages 71-76)**

12. Resolution allowing the Mayor and City Clerk to enter into a Master Services Agreement (MSA) with O.R. Colan Associates, LLC for as needed property acquisition services for 2023, available for city-wide use. This MSA is based on Work Orders which will determine the services required as needed. No budget adjustment is needed. **(Pages 77-94)**

13. City Council approval of a contract amendment to EDG for construction administration services for the Lake Bella Vista Parking lot project for a total of $16,100.00. A budget adjustment is needed to appropriate FEMA funds. **(Pages 95-100)**

14. Resolution authorizing the Mayor and City Clerk to accept a grant valued at $1,260,262.00, and enter into an agreement with Hight Jackson Associates, for the design and development of the Bentonville Adult Wellness Center. A budget adjustment is needed to recognize grant funds. **(Pages 101-134)**

Agenda Item Form

Date of City Council Meeting	**Utility Board - 3/21/2023: City Council - 3/28/2023**
Department	**Water Utilities**
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):***

Informational - Presentation of Final Report from ESource regarding AMI Metering Assessment and Water Audit.

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 the City Council Meeting of March 28, 2023

From the March 21, 2023 Planning Commission Meeting

NOTE: *Commissioner Eric Hipp was absent from the 3/21 meeting and all vote counts reflect this*

1. **Ordinance accepting a Lot Split of North Half of Lot 17 in Clark's Addition; creating New Lot 31 in Clark's Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0032) 302 Southwest E Street.**

   The Planning Commission voted 6-0, recommending approval.

   A lot split of the North Half of Lot 17 in Clark's Addition; creating new Lot 31 in Clark's Addition. The plat dedicates right-of-way along SW Glover Street as well as a 15-foot utility easement along SW E Street.

2. **Ordinance accepting a Property Line Adjustment of Lots 5, 9, 13, & 14 of Claypool Addition; creating new Lot 19 of Claypool Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA23-0006) 215 Northwest A Street.**

   The Planning Commission voted 6-0, recommending approval.

   A Property Line Adjustment of Lots 5, 9, 13, & 14 of Claypool Addition; creating new Lot 19 (+/- 1.32 acres) of Claypool Addition. The plat dedicates additional right-of-way along NW A street.

3. **Ordinance amending Zoning Code Sec. 601.03 Animals; and for other purposes.**

   The Planning Commission voted 6-0, recommending approval.

4. **Ordinance amending Zoning Code Sec. 601.29 Alcohol Sales to establish operating hours for Sunday alcohol sales; and for other purposes.**

   The Planning Commission voted 6-0, recommending approval.

Consent Agenda Items

For the Planning Commission meeting on March 21, 2023

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

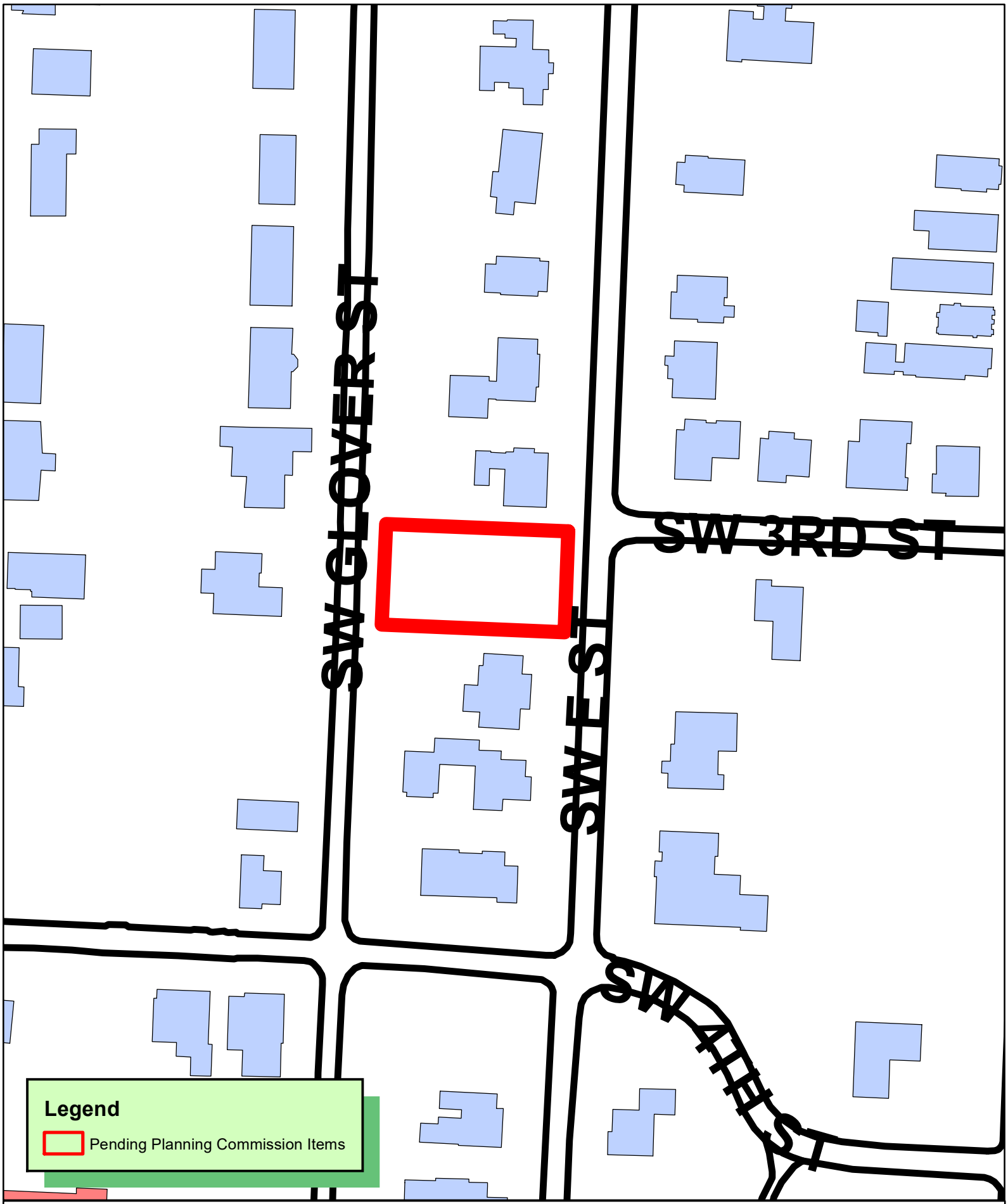
- The descriptions below shall serve as the staff report for each of the proposed consent agenda items.

Lot Split: Lot 31 of Clark's Addition, Brittain, David Mark & Alyson P Trustees, 302 Southwest E Street, DN-1, Downtown Neighborhood Low Density Residential, *LS22-0032*

A lot split of a portion of the north ½ of Lot 17 of Clark's Addition, creating Lot 31 of Clark's Addition. The plat dedicates an approximately 7-foot-wide strip of right-of-way along Southwest Glover Street, and a 15-foot-wide wide utility easement along Southwest E Street. No variances or waivers are associated with this plat.

Property Line Adjustment: Lot 19 of Claypool Addition, 211, 213, 215 NW A LLC, 215 Northwest A Street, DC, Downtown Core, *PLA23-0006*

A property line adjustment of Lots 5, 9, 13, & 14 of Claypool Addition, creating Lot 19 of Claypool Addition. The plat dedicates an approximately 10.5-foot-wide strip of right-of-way along Northwest A Street. No variances or waivers are associated with this lot split. This PLA is associated with the Peloton office project.



N
W E
S

1 inch = 100 feet

LS22-0032 16/222
LOT SPLIT
CLARKS ADDITION
PART OF LOT 17 CREATING LOT 31

"Exhibit A"

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 OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

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

FLOOD CERTIFICATION

THIS PROPERTY DOES NOT LIE IN FLOOD ZONE AE OR A, AS SHOWN ON FEMA PANEL #05007C0255 K, DATED JUNE 05, 2012.

BASIS OF BEARING

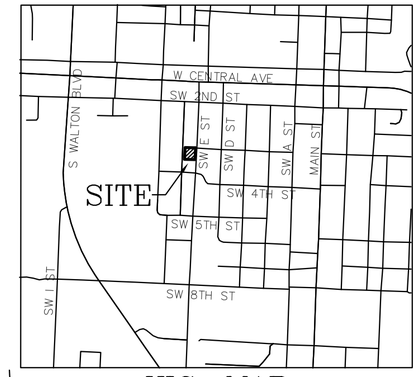
ARKANSAS STATE PLANE COORDINATE SYSTEM, CITY OF BENTONVILLE, AR CONTROL MONUMENTS (7 & 56).

SCALE 1"=20'

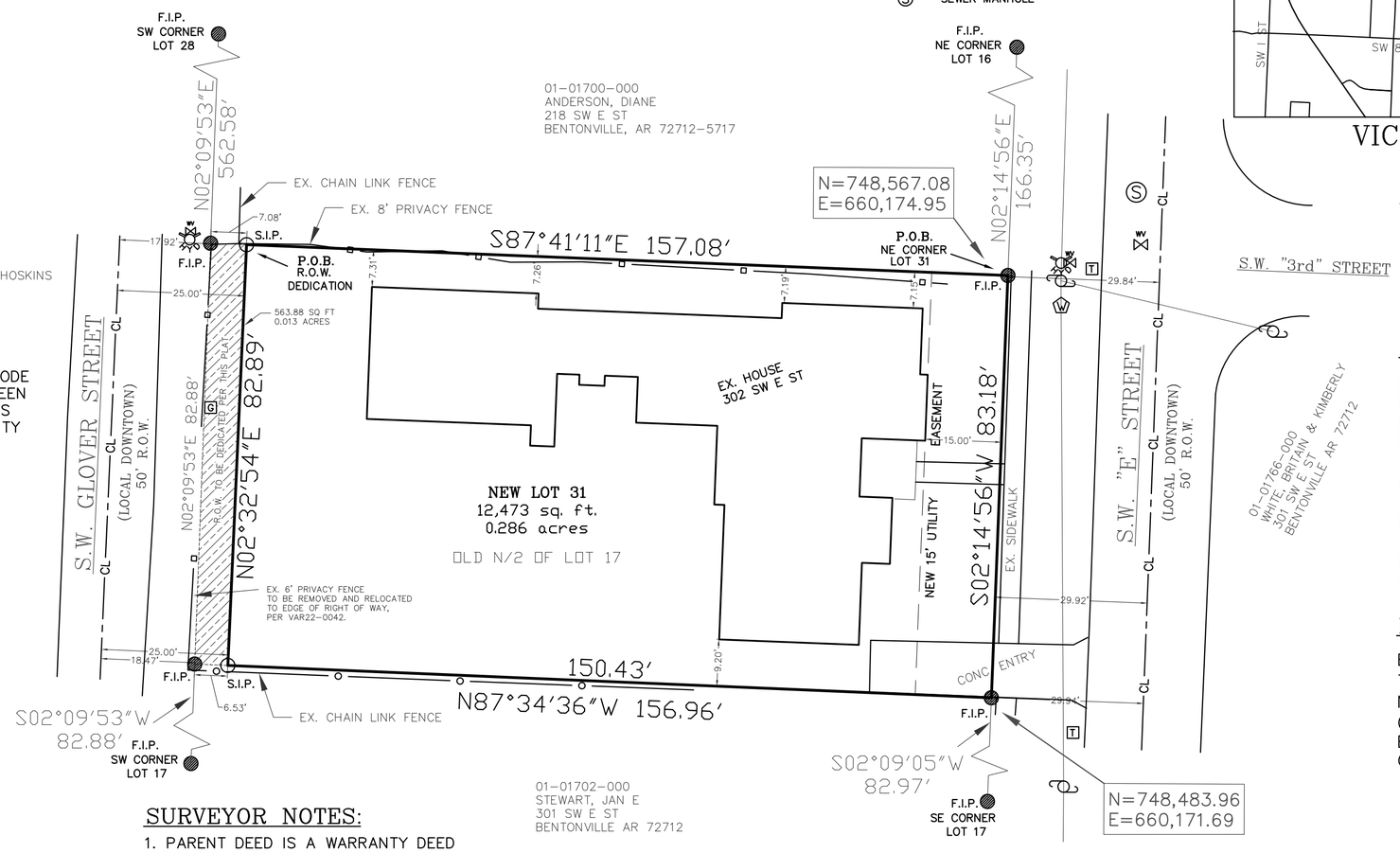
20 10 0 20

LEGEND

- F.I.P. FOUND IRON PIN
- S.I.P. SET IRON PIN (5/8" W/CAP)
- POWER POLE
- BUILDING SETBACK
- MASTER STREET PLAN R.O.W.
- EX. WATER METER
- POWER POLE
- AT& T VAULT
- GAS METER
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE



VIC. MAP



PROPERTY DESCRIPTION (PARENT)

THE NORTH 1/2 OF LOT 17 IN CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

PROPERTY DESCRIPTION (LOT 31)

NEW LOT 31 IN CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE NE CORNER OF NEW LOT 31, THENCE SOUTH 02°14'56" WEST 83.18 FEET; THENCE NORTH 87°34'36" WEST 150.43 FEET TO THE EAST RIGHT OF WAY OF SW GLOVER STREET; THENCE ALONG SAID RIGHT OF WAY, NORTH 02°32'54" EAST 82.89 FEET; THENCE SOUTH 87°41'11" EAST 150.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.286 ACRES MORE OR LESS.

RIGHT OF WAY TO BE DEDICATED

BEGINNING AT THE NW CORNER OF THE NEW LOT 31, THENCE SOUTH 02°32'54" WEST 82.89 FEET; THENCE NORTH 87°34'36" WEST 6.53 FEET; THENCE NORTH 02°09'53" EAST 82.88 FEET; THENCE SOUTH 87°41'11" EAST 7.08 FEET TO THE POINT OF BEGINNING, CONTAINING 0.013 ACRES MORE OR LESS.

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:
_____
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: _____

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 _____, 2023.

_____
NOTARY PUBLIC SIGNATURE

SURVEYOR NOTES:

1. PARENT DEED IS A WARRANTY DEED FILED ON NOVEMBER 29, 2021 & FOUND AT BOOK L2021 AT PAGE 89710.

2. PROPERTY COUNTY TAX PARCEL #01-01701-000

3. THE CURRENT ZONING FOR THE PROPERTY IS DOWNTOWN LOW DENSITY RESIDENTIAL (DN-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. AT THE TIME OF THIS SURVEY, THIS PROPERTY IS NOT IN CONFORMITY TO THE CURRENT CITY OF BENTONVILLE STANDARDS.

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

6. A VARIANCE (VAR22-0042) WAS APROVED BY THE CITY OF BENTONVILLE, ALLOWING A FENCE TO BE CONSTRUCTED ALONG THE EDGE OF THE R.O.W. BOUNDARY AND 5 FEET EAST OF THE PROPOSED SIDEWALK ALONG SW GLOVER STREET.

SURVEYOR NOTES:

ALL EASEMENTS AVAILABLE TO THE SURVEYOR ARE SHOWN, TO FIND ANY/ALL EASEMENTS OF RECORD A TITLE SEARCH IS REQUIRED.

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

SITE ADDRESS:

302 SW "E" STREET
BENTONVILLE, ARKANSAS
ATLAS PAGE = 403/403B

LOT SPLIT OF A PORTION OF THE NORTH 1/2 OF LOT 17 OF CLARK'S ADDITION, CREATING LOT 31, CLARK'S ADDITION, BENTONVILLE, ARKANSAS	REVISIONS		
	No.:	BY:	DATE:
OWNER: MARK BRITTAIN, P.O. BOX 961009, FORT WORTH, TX 76161	#1	Z.S	5/23/22
	#2	B.W.	7/8/22
	#3	Z.S.	2/14/23
366-7989 OR 273-7989 DAVID B. PLATZ LAND SURVEYOR, P.O. BOX 223, BENTONVILLE, AR 72712	DRAWN BY: DBP/ZHS		DATE: 12/17/21
	CHECKED BY:		JOB No.: 2021558
	SCALE: 1"=20'		SHEET: 1

BENTONVILLE PROJECT #: LS22-0032

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF NORTH HALF OF LOT 17 IN CLARK'S ADDITION; CREATING NEW LOT 31 IN CLARK'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS22-0032)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of NORTH HALF OF LOT 17 IN CLARK'S ADDITION, creating new LOT 31 IN CLARK'S ADDITION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 21, 2023;

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

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 NORTH HALF OF LOT 17 IN CLARK'S ADDITION creating new LOT 31 IN 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 are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

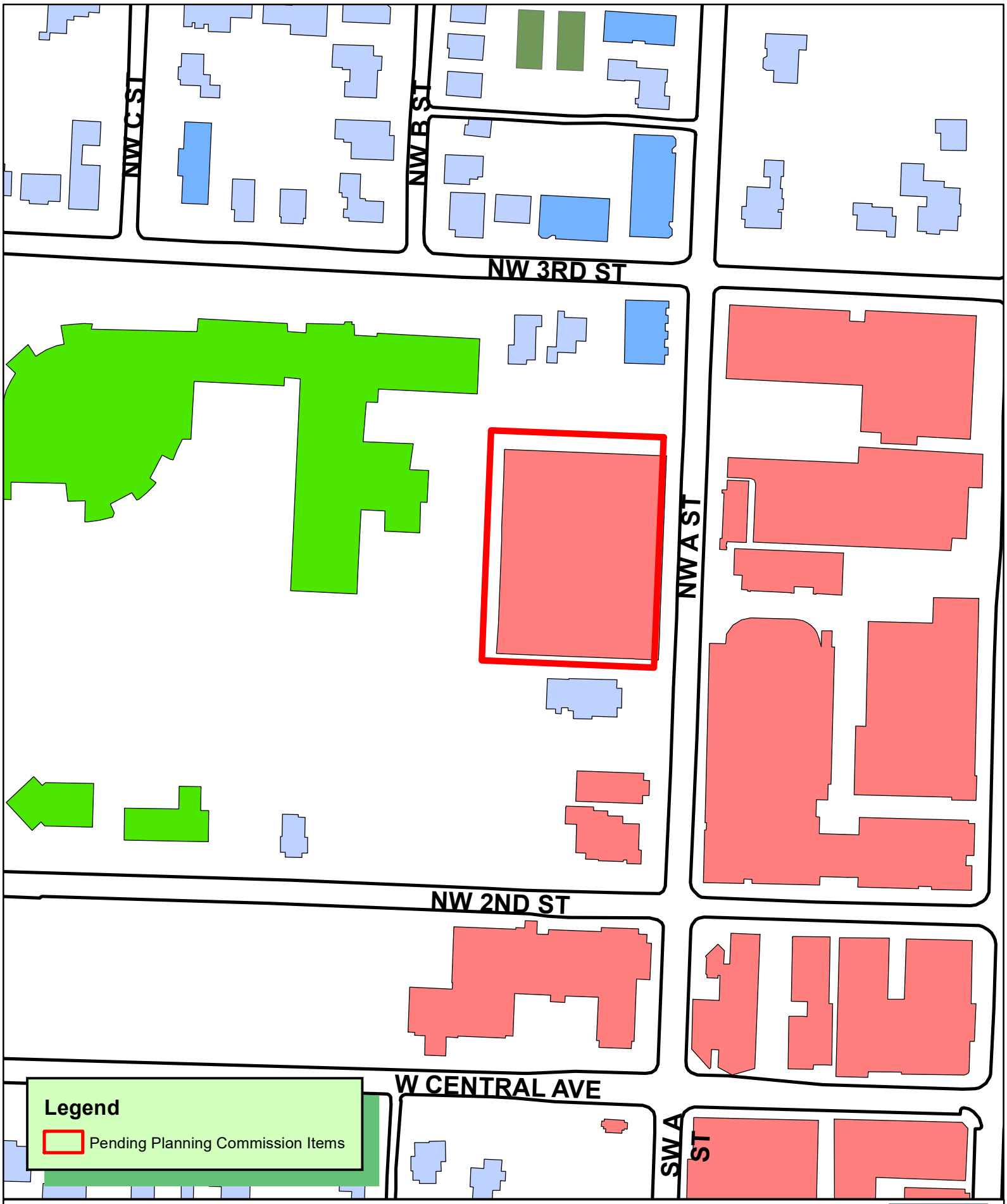
PASSED AND APPROVED this_____ day of _____, 2023

APPROVED:

ATTEST:

_____
Stephanie Orman, Mayor

_____
Kirby Romines, City Clerk



N
W E
S

1 inch = 150 feet

PLA23-0006 3/21/23
PROPERTY LINE ADJUSTMENT
CLAYPOOL ADDITION
LOTS 5-9-13-14 CREATING LOT 19

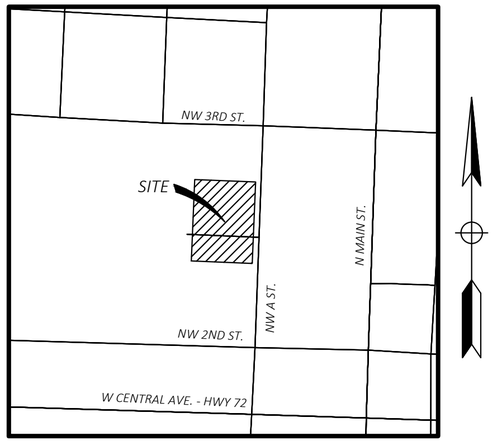
"Exhibit A"

Property Line Adjustment of Lots 5, 9, 13, & 14 of Claypool Addition, Creating Lot 19

NW A Street
Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate: Easements, other that possible easements which were visible at the time of making of this survey; building setback lines, restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.
2. This plat represents an Property Line Adjustment of the parcels recorded in Deed Records, Deed Instrument #L201837437 in the public records of Benton County, Arkansas.
3. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
4. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
5. Basis of Bearings: All bearing and distances shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone, as established by a Static observation processed through OPUS.
6. This survey is valid only if the drawing includes the seal and signature of the surveyor.
7. This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
8. Subsurface and environmental conditions were not examined nor considered a part of this survey.
9. Underground utilities were located by visible above ground markings as marked by utility locators and shown hereon as located by CEI Engineering Associates, Inc. survey field crews. All utility locations shown hereon are approximate. All utilities may not have been marked/located by the appropriate locators. No excavation has taken place as of this date to determine the exact location of existing underground utilities shown on this survey.
10. The contractor is advised to contract the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contract all non-members as well as the One-Call System.
11. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
12. By scaled map location and graphical plotting only. This property is located unshaded Zone "X" which are areas determined to be outside the 0.2% annual chance floodplain determined by the National Flood Insurance Program, Flood Insurance Rate Map for Benton County, Arkansas.
    Map Number: 05007C0255K
    Map Revised: June 05, 2012
13. No current zoning report or letter regarding zoning classification was provided to the Surveyor. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonville planning.com or call the Planning Department @ 479-271-3122.
14. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
15. There may not be fences or any other structures built in any drainage easements.
16. Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.
17. Owner is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
18. All structures must maintain minimum of 20' clearance from all electric lines.
19. BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
20. It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.
21. Relocation of any existing electrical facilities shall be at the owner's expense.
22. Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.



VICINITY MAP
NOT TO SCALE
Latitude: 36°22'26"N
Longitude: 94°12'38"W

Owner:

Parcel Number #01-01809-000,
01-01810-000, & 01-01811-000
211 213 215 NW A, LLC
4728 Spottswood Avenue #224
Memphis, Tennessee 38117

Surveyor:

CEI Engineering Associates, Inc.
3108 SW Regency Parkway
Bentonville, AR 72712
Phone: (479) 273-9472
Fax:(479) 271-0536
Surveyor: Dustin Riley, Arkansas PLS #1618

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: _____

Name & Address: _____

_____

Print Name: _____

Source of Title: D.R. _____, Page _____ or Inst. No. _____

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 said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

CERTIFICATE OF SURVEYING ACCURACY:

I, Dustin Riley, 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. Field work was completed on 01/26/2023.

Date of Execution: _____

Signed: _____
Registered Land Surveyor
No. 1618
State of Arkansas

ATLAS PAGE: 361

City of Bentonville Project # PLA23-0006

State Survey Code: 500-20N-30W-0-30-230-04-1618

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING
BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Property Line Adjustment
Walton Enterprises Inc.
NW A Street
Bentonville, Benton County, Arkansas

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

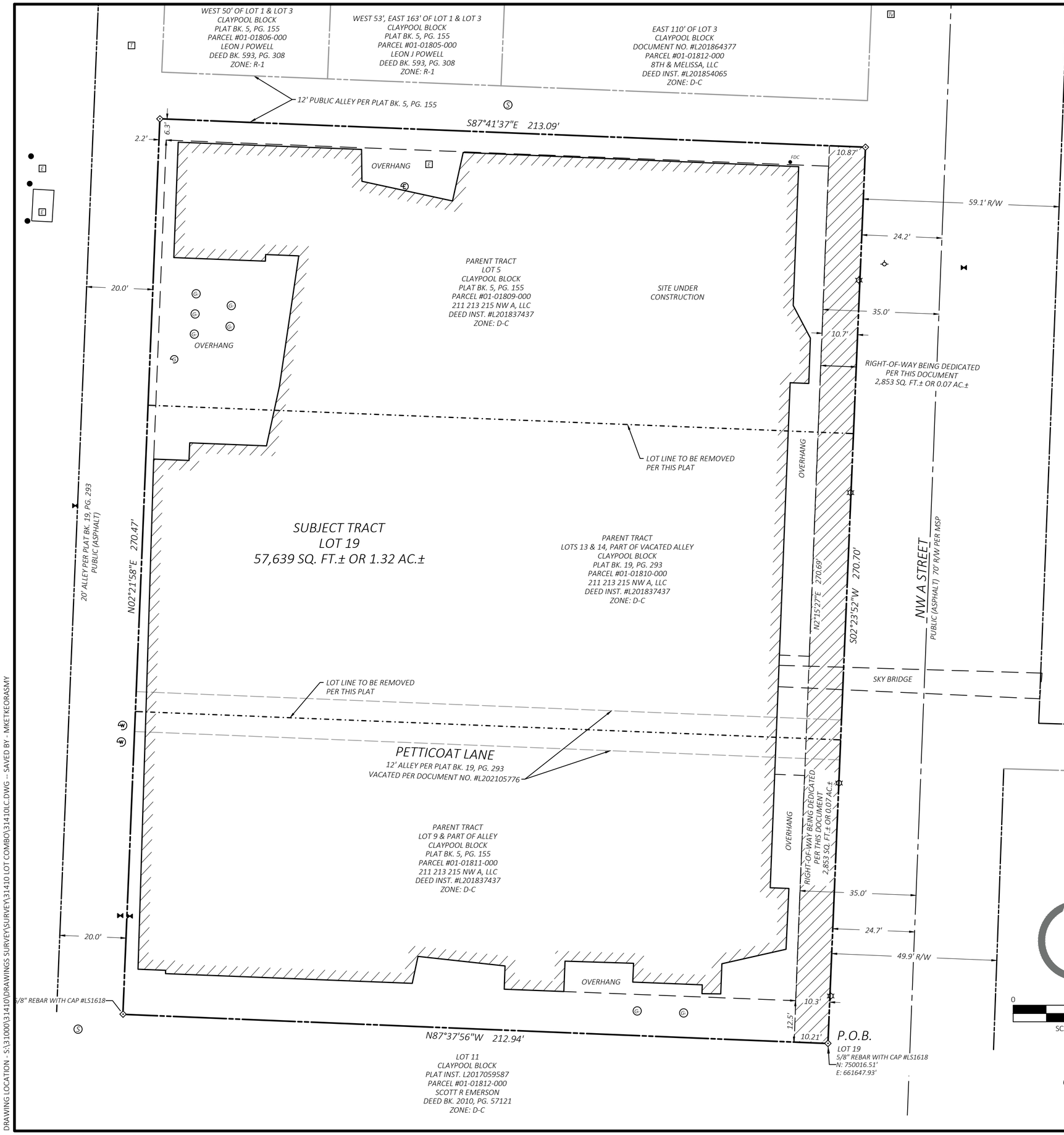
PROFESSIONAL OF RECORD	DGR
DESIGNER	MEK
FIELD WORK	KTC
CEI PROJECT NUMBER	31410
DATE	2/27/2023
REVISION	REV-0

Cover Sheet
SHEET TITLE
SHEET NUMBER
1 OF 2

DRAWING LOCATION - S:\31000\31410\DRAWINGS SURVEY\SURVEY\31410 LOT COMBO\31410LC.DWG -- SAVED BY - MKETKEORASMY

© 2023 CEI ENGINEERING ASSOCIATES, INC.

"Exhibit A"



Legend

	Boundary Line
	Adjoining Boundary Line
	Right-of-Way Line
	Overhang
	Lot Line to be Removed per this Document
	Easement Line
	Centerline
	Set 5/8" Rebar "LS#1618"
E	Electric Riser
	Electric Meter
	Light Pole Straight
TV	Cable TV Riser
	Gas Meter
S	Sewer Manhole (SMH)
G	Grease Trap
	Fire Hydrant
FDC	Fire Department Connection
	Water Valve
T	Telephone Riser
W	Water Meter
	Bollard / Guard Post
R/W	Right-of-Way
MSP	Master Street Plan
	Right-of-Way Being Dedicated per this Document

PARENT TRACT DESCRIPTION: (DEED INSTRUMENT #L201837437)

Lots 5 and 9, in Claypool Block in the City of Bentonville, Benton County, Arkansas.
AND
Lots 13 and 14 being a Lot Split of Lot 7, Claypool Block, Bentonville, Benton County, Arkansas. as shown on Plat Record 19 at Page 263.
Subject to easements, rights-of-way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.

LOT 19 LEGAL DESCRIPTION:

Lots 5 and 9 in Plat Book 5, Page 155 and Lots 13 and 14 being a Lot Split of Lot 7 as recorded in Plat Record 19 at Page 263 and a 12' Alley being vacated per Document No. #L202105776, all in Claypool Block as recorded in Deed Instrument #201837437 in the public records of Benton County, Arkansas being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" rebar with cap #LS1618 set at the southeast corner of Lot 9 of Claypool Addition described in Deed Instrument #L201837437;
THENCE along to south line of said Lot 9, North 87°37'56" West, 212.94 feet to a set 5/8" rebar with cap #LS1618 and being the southwest corner of said Lot 9;
THENCE North 02°21'58" East, 270.47 feet to a set 5/8" rebar with cap #LS1618 and being the northwest corner said Lot 5;
THENCE along the north line of said Lot 5, South 87°41'37" East, 213.09 feet to a set 5/8" rebar with cap #LS1618 and being the northeast corner of said alley;
THENCE South 02°23'52" West, 270.70 feet to the POINT OF BEGINNING and containing 57,639 square feet or 1.32 acres, more or less.

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

ATLAS PAGE: 361

City of Bentonville Project # PLA23-0006

State Survey Code: 500-20N-30W-0-30-230-04-1618

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Property Line Adjustment
Walton Enterprises Inc.
NW A Street
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	MEK
FIELD WORK	KTC
CEI PROJECT NUMBER	31410
DATE	2/27/2023
REVISION	REV-0

Lot Combination Plat
SHEET TITLE
SHEET NUMBER
2 OF 2

DRAWING LOCATION - S:\31000\31410\DRAWINGS\SURVEY\SURVEY\31410 LOT COMBO\31410LC.DWG -- SAVED BY - MKETKEORASMY

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ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 5, 9, 13, &14 OF CLAYPOOL ADDITION; CREATING NEW LOT 19 OF CLAYPOOL ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PLA23-0006)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 5, 9, 13, &14 OF CLAYPOOL ADDITION; creating new LOT 19 OF CLAYPOOL ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 21, 2023;

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

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 5, 9, 13, &14 OF CLAYPOOL ADDITION; creating new LOT 19 OF CLAYPOOL 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;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2023.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

Amendment to Animal Use in Zoning Code

PC Date: 3/21/2023
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Mngr

Type	Amendment
Code Impacted	Zoning Code
Section(s)	Sec. 601.03 Animals
Recommendation	APPROVAL

Issue Statement

Bentonville Animal Services amended Bentonville Municipal Code (BMC) *Chapter 6, Animals* with Ordinance No. 2022-215 on October 25, 2022. One amendment removed regulations limiting the number of pets within a household. The regulations in BMC Appendix A: Zoning Code, *Sec. 601.03 Animals* regarding number of animals per household remain and are now in conflict with BMC *Chapter 6, Animals*.

Proposed Changes

Staff recommends an amendment to BMC Appendix A: Zoning Code *Sec. 601.03 Animals* to remove specific animal regulations including the number of animals per household and reference the regulations set forth in BMC *Chapter 6, Animals*.

> **Sec 601.03 Animals**
> Animals and fowls, where ~~permitted~~allowed in a zoning district, shall be kept only in accordance with Bentonville Municipal Code, Chapter 6 Animals and other applicable City Ordinances and Codes. ~~Proponents of such uses shall show that adequate measures will be taken to prevent odor, dust, noise or drainage from becoming a nuisance to uses on other properties. No incineration of animal refuse shall be permitted on the premises. In a Residential District, no more than four (4) domestic/household animals over the age of four (4) months shall be kept, maintained or harbored.~~

Justification

- **Single location for animal regulations.** Currently, animal regulations are in two separate sections of the BMC: Chapter 6 and Appendix A: Zoning Code. This condition could result in redundancy or conflicting regulations. The amendment to the Zoning Code removes the regulations from the Zoning Code leaving only the regulations in Chapter 6 to prevail.
- **Reference.** The amendment adds a reference to the regulations established in *Chapter 6, Animals* so Zoning Code users know where to find those regulations.
- **Enforcement.** *Chapter 6, Animals* clearly defines enforcement responsibilities. With regulations currently being in the Zoning Code as well, it implies that Bentonville Planning may have enforcement responsibilities, but is not clear. The amendment removes this overlap in enforcement, allowing the enforcement regulations in Chapter 6 to prevail.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING CODE

SEC. 601.03 ANIMALS; AND FOR OTHER PURPOSES.

WHEREAS, animals are regulated in Bentonville Municipal Code (BMC), Chapter 6 Animals;

WHEREAS, animals are also regulated in BMC Appendix A: Zoning Code; and

WHEREAS, the City finds that the regulations in BMC Chapter 6 Animals should prevail.

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

Section 1: That Bentonville Municipal Code, Appendix A Zoning Code, Sec. 601.03 Animals should be and the same is hereby amended as follows:

Sec 601.03 Animals

Animals and fowls, where~~ permitted~~allowed in a zoning district, shall be kept only in accordance with Bentonville Municipal Code, Chapter 6 Animals and other applicable City Ordinances and Codes. ~~Proponents of such uses shall show that adequate measures will be taken to prevent odor, dust, noise or drainage from becoming a nuisance to uses on other properties. No incineration of animal refuse shall be permitted on the premises. In a Residential District, no more than four (4) domestic/household animals over the age of four (4) months shall be kept, maintained or harbored.~~

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2023.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

Amendment to Alcohol Sales in Zoning Code

PC Date: 3/21/2023
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Mngr

Type	Amendment
Code Impacted	Zoning Code
Section(s)	Sec. 601.29 Alcohol Sales
Recommendation	APPROVAL

Issue Statement

As a result of the November 2022 general election, Benton County, Arkansas voters voted in favor of alcohol sales on Sunday. The Benton County law establishes hours of operation for alcohol sales on Sunday from 10:00 am to midnight.

BMC Appendix A: Zoning Code, *Sec. 601.29 Alcohol Sales* regulates alcohol sales in Bentonville. Bentonville's regulations currently allow alcohol sales from 7:00 am to 10:00 pm and does not specify the day of the week. These regulations conflict with the county regulations regarding hours of operations on Sunday.

History

In the November 2012 general election, Benton County, Arkansas voters voted in favor of the manufacture or sale of intoxicating liquors to include alcoholic beverages of every kind and type, including but not limited to beer, vinous, spirituous and malt liquor within Benton County, Arkansas pursuant to applicable Arkansas State law and regulations related to alcohol beverages. In response to this election, the City of Bentonville amended the Zoning Code on January 22, 2013 to align with the county laws regarding alcohol sales. Then, in the November 2022 general election, Benton County, Arkansas voters voted in favor of alcohol sales on Sunday, establishing specific hours of operation for Sunday alcohol sales.

Proposed Changes

Staff recommends an amendment to BMC Appendix A: Zoning Code, *Sec. 601.29 Alcohol Sales*, subsection (c)3 revising hours of operations as follows:

Sec 601.29 Alcohol Sales

(c) Conditions for use.

3. It shall be unlawful to sell, offer for sale, or give away, at wholesale or retail for consumption off the premises, beer and/or light wine of every kind and type and/or packaged intoxicating liquors to include alcoholic beverages of every kind and type Monday through Saturday before the hour of 7:00 a.m. and after the hour of 10:00 p.m. and Sunday before the hour of 10:00 a.m. and after the hour of midnight.

Justification

- **Alignment with state and county law.** The proposed amendment aligns Bentonville alcohol sales regulations with Benton County alcohol sales regulations.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING CODE SEC. 601.29 ALCOHOL SALES TO ESTABLISH OPERATING HOURS FOR SUNDAY ALCOHOL SALES; AND FOR OTHER PURPOSES

WHEREAS, because of the November 2012 general election, Benton County, Arkansas voters voted in favor of the manufacture or sale of intoxicating liquors to include alcoholic beverages of every kind and type, including but not limited to beer, vinous, spirituous, and malt liquor within Benton County, Arkansas;

WHEREAS, the City of Bentonville amended the Zoning Code on January 22, 2013 to align with the County laws regarding alcohol sales; and

WHEREAS, on the November 2022 general election, Benton County, Arkansas voters voted in favor of alcohol sales on Sunday.

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

Section 1: That Bentonville Municipal Code, Appendix A Zoning Code should be and the same is hereby amended with the following:

Sec 601.29 Alcohol Sales

(c) Conditions for use.

3. It shall be unlawful to sell, offer for sale, or give away, at wholesale or retail for consumption off the premises, beer and/or light wine of every kind and type and/or packaged intoxicating liquors to include alcoholic beverages of every kind and type Monday through Saturday before the hour of 7:00 a.m. and after the hour of 10:00 p.m. and Sunday before the hour of 10:00 a.m. and after the hour of midnight.

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2023.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**3/28/2023**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (***Check Applicable Item Type***)

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

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

Resolution endorsing the temporary installation of artwork titled "Benton County Agricultural Grid" by students at Thaden School on public property on the asphalt of the intersection at S. Main St. and SW 8th St. No budget adjustment is needed.

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

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

MEMO

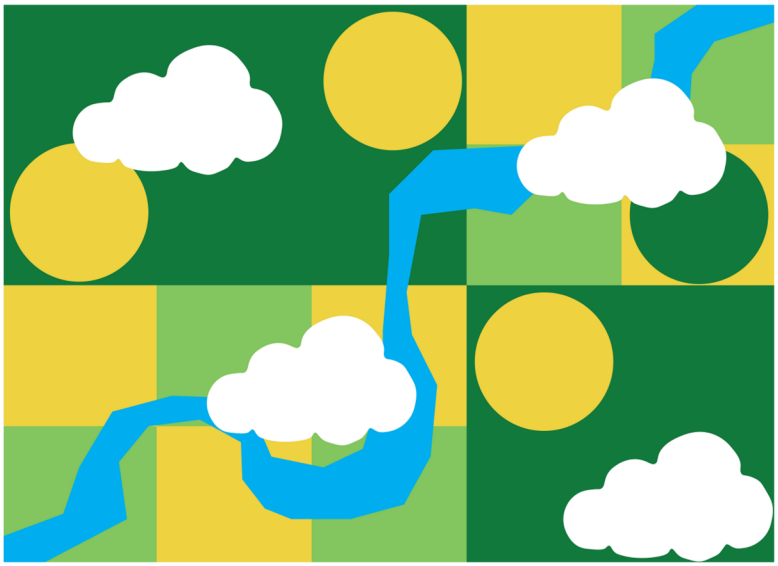
To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of: Thaden School
CC date: March 28, 2022
RE: Thaden School 8th Street Art Project

Request. Approval of a resolution endorsing the temporary installation of artwork titled "*Benton County Agricultural Grid*" by students at Thaden School on public property on the asphalt of the intersection at S. Main St. and SW 8th St.

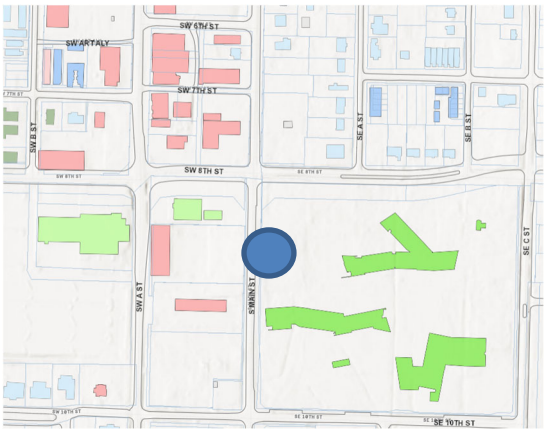
Concept. High School students at Thaden School in Sam Slaton's Urban Studies Class were tasked with finding a "tactical urbanism" project; a test-before-you-invest approach to create safer, more meaningful places. They needed a project that would be relatively quick and easy to install that included public input and collaboration to create a temporary solution.

The student team identified the intersection of S Main St. and SW 8th St. as a site that could be improved using this process. They conducted surveys and worked with the city, local arts organizations, local firms, and business owners to gather feedback. The team decided on a two-pronged approach to encourage drivers to proceed with caution without being distracted. First, students worked with the Bentonville Street Department to paint crosswalks at this intersection on March 5, 2023. The second approach is to paint the proposed artwork on the asphalt of the interior of the intersection in an area approximately 30 feet x 40 feet.

Benton County Agricultural Grid



Location Map



Design. The design selected reflects Benton County's agricultural history with a nod to aviation and the school's namesake, Louise M. Thaden. The artwork, "*Benton County Agricultural Grid*" provides an aerial view (as from the vantage point of a person looking down from an airplane) of an abstract design of agricultural fields.

Installation. The installation will be managed by Sam Slaton at Thaden School. His team will coordinate with the Bentonville Street Department to develop a traffic control plan for the installation. They will then work with community volunteers to provide the labor to paint the artwork onto the asphalt, using Sherwin Williams ColorTop concrete stain which will maintain the necessary traction.

De-installation. The project and artwork are design to be temporary, with the understanding that it will be removed with the 8th Street Roadway Improvement Project. Students hope that this project will serve as an example and prompt permanent intersection art installations in the future.

Cost and Funding. Total costs, including materials and labor, are funded by NWA Urban Land Institute and Runway Group. There is no cost to the city.

Maintenance. Since the project is temporary, there are no maintenance needs or costs associated with the art installation.

Approvals. The project was approved in concept by the Traffic Safety and Signage Committee on February 6, 2023. The artwork was approved by the Public Art Advisory Committee on March 14, 2023.

From: noreply@civicplus.com
To: Shelli Kerr; Hadi Dudley
Subject: Online Form Submittal: Public Art Proposal
Date: Thursday, March 9, 2023 4:04:54 PM

Public Art Proposal

Proposal for Public Art

Date	3/9/2023
RFP Details	150 Years of Bentonville RFP Details
Is the proposal in response to a Request for Proposals (RFP) issued by the Public Art Advisory Committee or an independent proposal?	Independent Proposal
Is the project a collaboration among multiple artists?	Yes
Is the project curated by someone or an organization other than the artist?	No

1) ARTIST INFORMATION

Complete this section with the primary artist's information. If this is a collaborative project with multiple artists, we will reach out for additional information on the other artists.

Name	Sam Slaton (Thaden School)
Address	800 SE C Street
City	Bentonville
State	AR
Zip Code	72712
Email Address	sslaton@thadenschool.org
Phone Number	501-831-5389

Upload artist resume / CV	Sam Slaton - Resume (2022).pdf
Artist portfolio	drive-download-20230309T215733Z-001.zip
Artist website	*Field not completed.*
Does the artist have experience working with the public, groups or committees in the development and/or creation of artwork?	Yes

2) CURATOR CONTACT INFORMATION

Complete this section with the primary contact of the curator of this project, if applicable. If the project is being submitted by the artist, process to Section 3) Artwork Details.

Name	*Field not completed.*
Title	*Field not completed.*
Organization Name	*Field not completed.*
Street Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Email Address	*Field not completed.*
Phone Number	*Field not completed.*

3) ARTWORK DETAILS

Title of artwork	Benton County Agricultural Grid (Bird's-Eye View)
Medium	Sherwin Williams ColorTop concrete stain on asphalt
Location	On the asphalt at the intersection of 8th & Main in Downtown Bentonville (between Thaden School and Crepes Paulette)
Height	30 feet (north-south)
	45 feet (east-west)

Width and depth

Describe the process for engaging the public in the development of the proposed artwork.	Though this artwork is not a response to the "150 Years of Bentonville" RFP, it should be noted that it is the culmination of a months-long process involving significant community engagement. This artwork is one part of a phased tactical urbanism intervention at the intersection of 8th and Main led by high school students in my Urban Studies class at Thaden School. "Tactical urbanism" is a term describing an array of citizen-led, test-before-you-invest strategies to create safer and more meaningful places in our communities. Students developed the primary two phases—installation of crosswalks (which we personally painted on March 5th) and this proposed artwork—by gathering copious quantitative and qualitative data about the project site, liaising with numerous stakeholders (including Bentonville Police and Fire Departments, Verdant Studio, local business owners, CACHE, Trailblazers, CEI, Crystal Bridges, Runway, the Urban Land Institute of NWA, and the Congress for the New Urbanism), surveying more than 150 members of the Thaden community, presenting their ideas at ULI NWA's Place Summit in November 2022, holding a design charrette to gather input from experts in the fields of urban planning and placemaking, researching best practices for aesthetic treatments in intersections (cf. Bloomberg Associates' "Asphalt Art Guide" and Bloomberg Philanthropies' "Asphalt Art Safety Study"), and identifying similar successful projects in Conway and Fayetteville, Arkansas, as well as in other states for whom the MUTCD (Manual on Uniform Traffic Control Devices) is the standard by which decisions about transportation infrastructure are made. We also presented our plans to the Traffic, Safety, & Signage Committee, which granted provisional approval (pending subsequent approval by the Public Art Advisory Committee and, eventually, City Council) for our plan to install artwork in the aforementioned intersection. ULI NWA and Runway will cover the cost of materials (Sherwin Williams ColorTop concrete stain) and labor will be provided by me, my Urban Studies students, and community volunteers. In addition, we would work with the Streets Department to develop a traffic control plan for the installation similar to the one we used to install crosswalks on March 5th.
Description of artwork	In recognition of Benton County's agricultural history and the recent emphasis on aviation in the area, "Benton County Agricultural Grid (Bird's-Eye View)" depicts a simplified and abstracted view of agricultural fields from the vantage point of someone in an airplane. White clouds overlay the design, which is bisected by an unnamed waterway running from the northeast toward the southwest (the direction of the general slope at the proposed installation site). Compositionally, the grid is arranged in rough accordance with the golden ratio. Our design is intentionally simple and systematized to allow for community

	involvement in the installation process and to ensure that the artwork adds an appropriate amount of visual noise to the space that will encourage drivers to proceed with caution without being distracted. Bloomberg Philanthropies' "Asphalt Art Safety Study" (2022) "found significantly improved safety performance across a variety of measures during periods when asphalt art was installed." Sherwin Williams ColorTop concrete stain will be used to ensure that traction is undiminished. The artwork will remain in place for several months until it is eliminated during the 8th Street redevelopment project. Though this project is intentionally temporary given the 8th Street project, we hope it will serve as a precedent in Bentonville for the use of artwork in intersections to improve safety metrics for all road users and to create a unique and vibrant sense of place that inspires stewardship and catalyzes cultural and economic development.
Upload description of artwork	*Field not completed.*
Upload image of artwork	Benton County - Agriculture Grid.png
4) INSTALLATION AND MAINTENANCE	
Is the proposal for temporary or permanent display?	Temporary
If temporary, what is the requested display period?	1 year
Is the artwork already complete?	Yes
If yes, artwork is complete, is it currently on display?	No
If artwork is currently on display, when will it be available?	*Field not completed.*
If no, artwork is not complete, how much time is needed for fabrication?	Not applicable
Is the artwork best suited for indoor or	Outdoor

outdoor display?	
Is a foundation required to install the artwork?	No
If a foundation is required, indicate the size and shape needed.	*Field not completed.*
Does the artwork require access to electricity?	No
Does the artwork require access to water?	No
What is the life expectancy of the artwork?	1-2 years
Are there any special maintenance needs for this artwork?	No
If there are maintenance needs, please describe here.	*Field not completed.*
5) BUDGET & FUNDING	
(a) Material costs	$58/gallon of ColorTop
Describe materials costs.	Sherwin Williams ColorTop concrete stain will be used to install the artwork. ColorTop costs $58/gallon. The exact number of gallons has not yet been determined, but, as noted previously, these costs will be covered by our fundraising efforts and the support of ULI NWA and Runway.
(b) Production costs	$0
Describe production costs.	None
(c) Installation costs	$0
Describe installation costs.	Installation will be handled by me and my Urban Studies students, as well as community volunteers.

(d) Total fabrication budget	To be determined (see previous responses)
(e) Artist's fee	None
(f) Travel costs	None
(g) Total budget	To be determined (see previous responses)
What is the planned funding for this proposal?	Fundraising required.

Email not displaying correctly? View it in your browser.

STOP
MAIN
PVC WITH TRAFFIC FLAGS
THADEN SCHOOL
12'
FUTURE SIDEWALK BY CITY

PHASE 1

PHASE 1 - INTERSECTION MURAL

- (4) CROSSWALKS AT INTERSECTION
  - 2' X 12' WHITE PAINTED STRIPES, 2-3' APART
- SUPER SHARROWS ~20' FROM INTERSECTION
- PVC HOLDERS WITH TRAFFIC FLAGS AT STOP SIGNS
  - TYP. (2) PER SIGN
- PAINTED MURAL BY COMMUNITY AND LOCAL ARTISTS

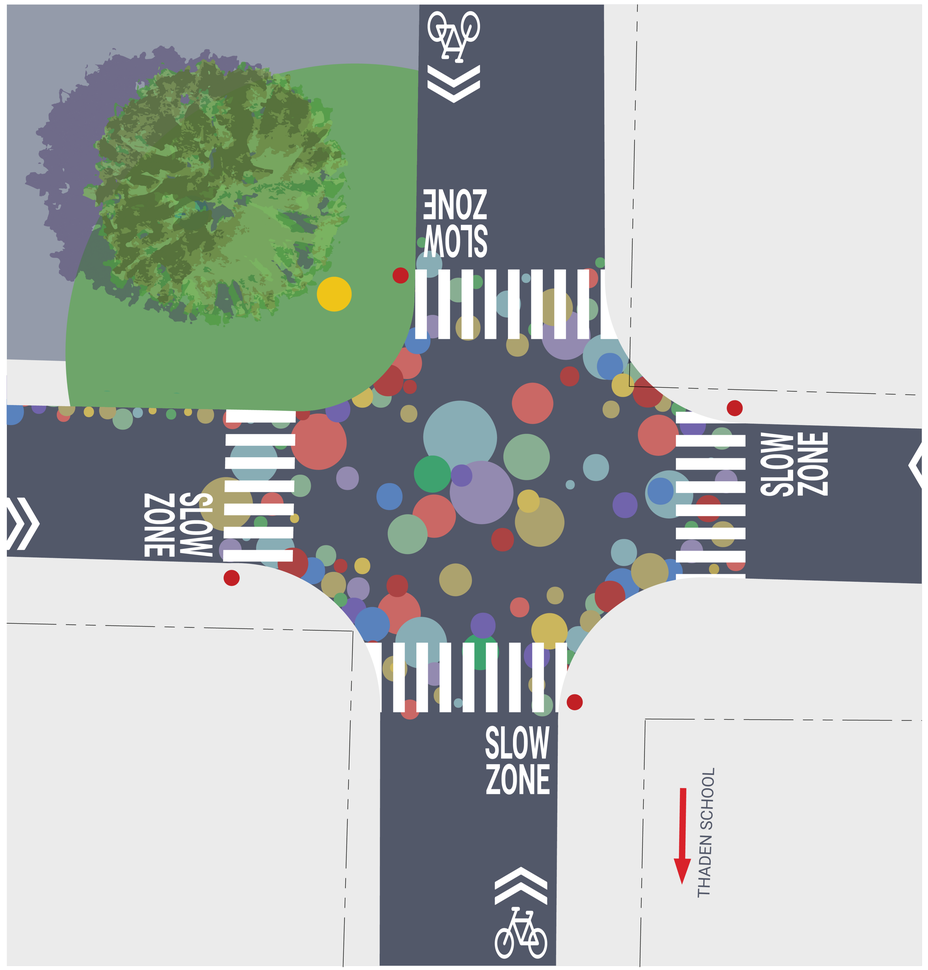
PHASE 2 - SIDEWALK DELINIATION

- DELINIATE 10' SIDEWALK ALONG 8TH STREET
  - PAINTED EDGE ALONG EXISTING CURB AND WITHIN PROPERTY
  - TIRE PLANTERS AS SAFETY MEASURE - 6FT APART
- IDENTIFY (2) CLEAR ENTRANCES TO HEROE'S COFFEE AND CREPE'S PAULETTE ALONG 8TH ST. *
  - 24 FT IN WIDTH - 1 PER LOT
  - OMISSION OF STREET ART AT ENTRANCES

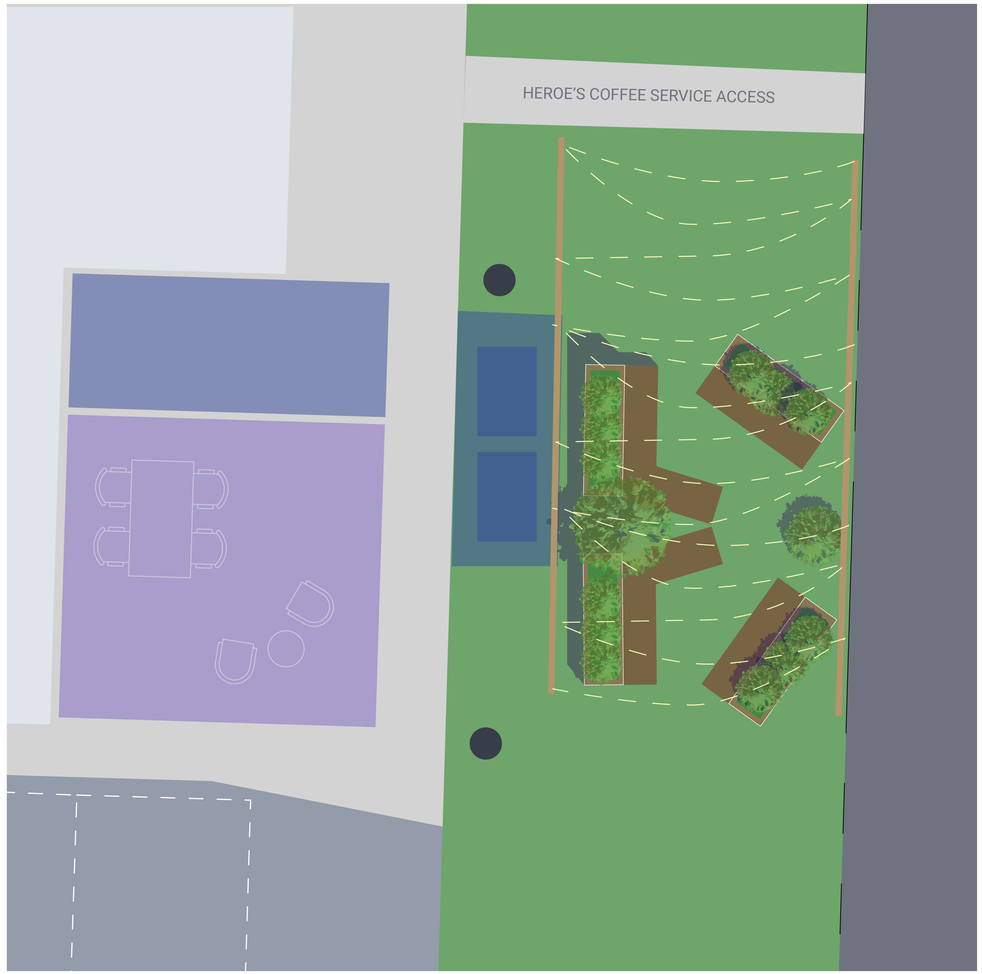
*CITY OF BENTONVILLE DEVELOPENT STANDARDS SEC 100.05 - EACH DRIVEWAYS THAT ENTER A MINOR OR MAJOR ARTERIAL ROAD SHALL HAVE AT LEAST (2) OUT-BOUND LANES OF 12' EA. AND (1) 14' INBOUND LANE. **CURRENT SCOPE OF WORK DOES NOT COMPLY AND WILL HAVE TO BE REVIEWED/APPROVED.**

PHASE 3- PUBLIC PARKLET

- AREAS FOR GATHERING AND SOCIALIZING
  - SITTING AREAS
  - BASKETBALL HOOP OR COURT AT CONCRETE PAD BEHIND HEROE'S COFFEE
  - STRING LIGHTS



PHASE 1



PHASE 3

2'X12' WHITE STRIPES - 3' O.C | EXISTING STOP SIGN | SLOW ZONE 6' LETTER HT. FOR VISIBILITY | SUPER SHARROW 20' FROM INTERSECTION | EXISTING FIRE HYDRANT

CONSTRUCTED PLYWOOD AND PALLET SITTING AND PLANTER | EXISTING SERVICE AREA | EXISTING SITTING AREA FOR HEROE'S COFFEE | STRING LIGHTS ATTACHED TO SCREEN WALL | UTILITY STRUCTURE

PHASE 2

SIDEWALK AT RIGHT OF WAY | 5' SETBACK TO WIDEN SIDEWALK | STORMWATER DRAIN- PROTECT/PRESERVE | TIRE PLANTER - 7.5' OC | PROPERTY LINE

SITE INFORMATION

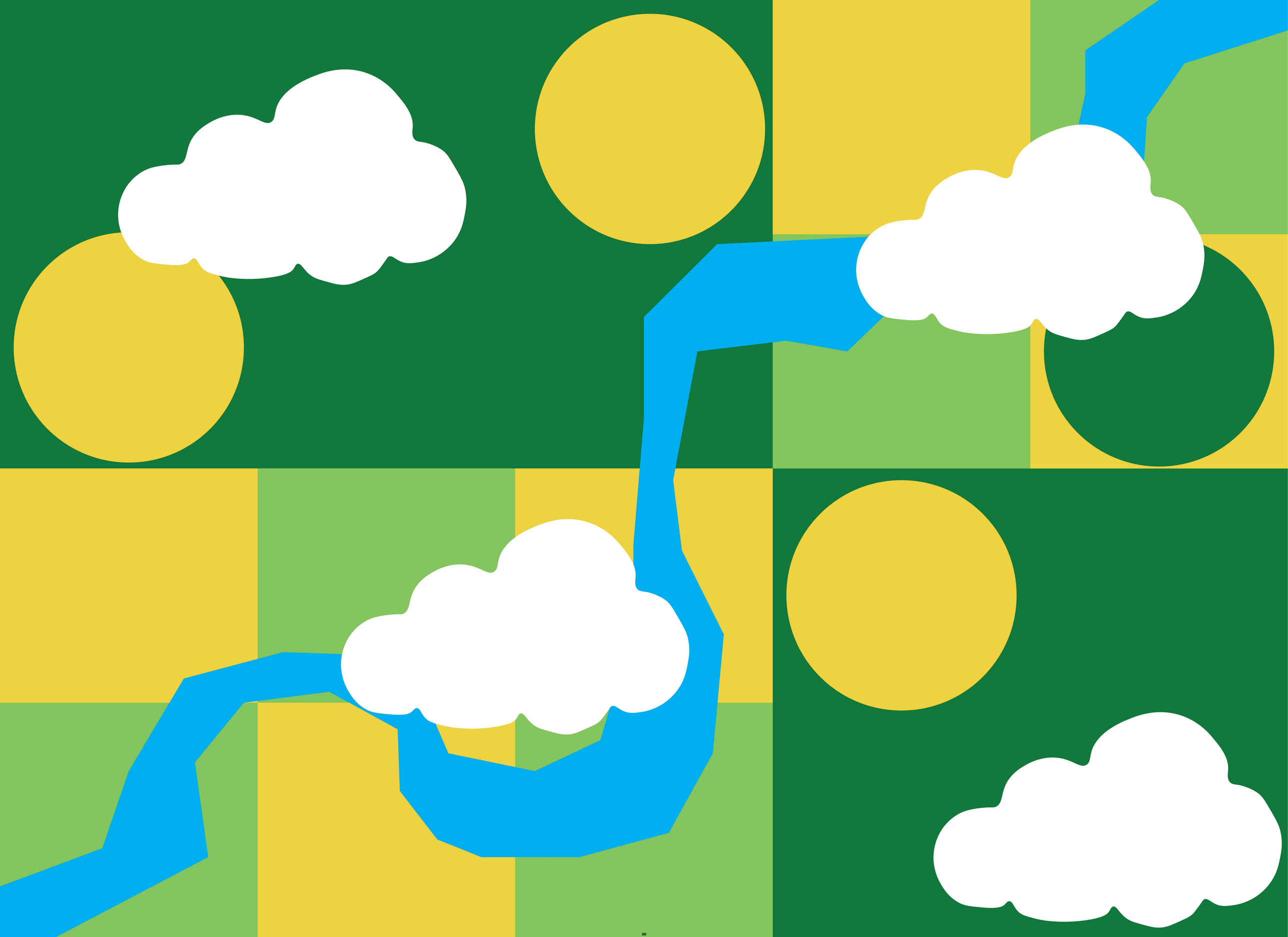
- **CREPES PAULETTE**
  - PARCEL
    - 01-04246-000
  - 100 SW 8TH ST.
  - ZONING - DOWNTOWN CORE
  - ELECTRIC: BENTONVILLE ELECTRICAL
  - WATER: BENTONVILLE WATER SERVICE AREA
  - PARKING
    - 18 STANDARD
    - 2 ADA
- **HEROE'S COFFEE**
  - PARCEL
    - 01-04248-000
  - 124 SW 8TH ST.
  - ZONING - DOWNTOWN CORE
  - ELECTRIC: BENTONVILLE ELECTRICAL
  - WATER: BENTONVILLE WATER SERVICE AREA
  - PARKING
    - 23 STANDARD
    - 2 ADA

CODE COMPLIANCE:

- ZONE DOWNTOWN CORE
  - PLANS TO BE REVIEWED FOR LARGE SCALE DEVELOPMENT APPROVAL AND
  - REFER TO LARGE SCALE DEVELOPMENT DESIGN STANDARDS FOR MATERIAL COLOR REQUIREMENTS AND REVIEW PROCESS
  - PHASE 3 MAY REQUIRE FENCE PERMIT

VERDANT STUDIO
art • architecture • interiors • research

SITE PLAN - PHASE 1, 2 & 3 TACTICAL URBANISM



RESOLUTION NO. _____

A RESOLUTION ENDORSING THE TEMPORARY INSTALLATION OF ARTWORK TITLED "BENTON COUNTY AGRICULTURAL GRID" BY STUDENTS AT THADEN SCHOOL, TO BE PLACED ON PUBLIC PROPERTY ON THE ASPHALT OF THE INTERSECTION AT S MAIN ST AND SW 8TH ST; AND FOR OTHER PURPOSES.

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

WHEREAS, students at Thaden School submitted a proposal to the Public Art Advisory Committee to paint artwork on the asphalt of the intersection at S Main St. and SW 8th St. as a temporary installation to improve safety;

WHEREAS, the Public Arts Advisory Committee recommended approval of the artwork and location on March 14, 2023;

WHEREAS, the Traffic Safety and Signage committee approved the concept on February 6, 2023; and

WHEREAS, the artwork will be on temporary display at no charge to the City.

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the installation of temporary artwork titled "*Benton County Agricultural Grid*" by students at Thaden School on public property on the asphalt at the intersection of S Main St. and SW 8th St. at no cost to the City of Bentonville;

Section 2: This art installation is temporary with NWA Urban Land Institute and Runway Group funding materials and installation costs;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this ____ day of _____, 2023.

APPROVED:

ATTEST:

_____
Stephanie Orman, Mayor

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**3/28/2023**
Department	**Inventory Control**
Submitted by	**Travis Matlock**
Phone	**479 271-3145**

Item Type: (***Check Applicable Item Type***)

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

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

Resolution approving an amendment to Resolution 10-11-22G to authorize the purchase of excess fiber delivered to the City by Stuart Irby Company through IFB-22-83, in the amount of $10,800.04, plus applicable taxes. Approved by Utility Board 4-0. No budget adjustment needed.

Estimated Cost	**$10,800.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: **MARCH 28, 2023**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Additional fiber cost**

The City of Bentonville recommends amending Resolution 10-11-22G and associated PO for the purchase of fiber for an additional $10,800.04 plus applicable taxes due the extra fiber on different reels as shown on the attachment.

When ordering fiber, there is sometimes a small amount of extra fiber due how the fiber is wound on the reel and cut. Due to this being a bid award with a specific amount cited an amendment is required.

Approved by Utility Board 4-0.

BEUD PRIORITY TWO CABLE REELS

Item #	Material Description	Unit	Qty Ordered	BEUD Part Number	Qty shipped	Cost per foot - IRBY	total cost - qty ordered	total cost - qty shipped	Difference
1	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #1	Ft	17,553'	2285		$1.60	$28,084.80	$0.00	
2	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #2	Ft	12,450'	2285	12,923	$1.60	$19,920.00	$20,676.80	$756.80
3	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #3	Ft	14,241'	2285	14,685	$1.60	$22,785.60	$23,496.00	$710.40
4	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #4	Ft	14,000'	2285	14,511	$1.60	$22,400.00	$23,217.60	$817.60
5	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #5	Ft	13,500'	2285	13,943	$1.60	$21,600.00	$22,308.80	$708.80
6	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #6	Ft	18,500'	2285		$1.60	$29,600.00	$0.00	
7	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #7	Ft	13,500'	2285	13,671	$1.60	$21,600.00	$21,873.60	$273.60
8	288 ADSS Fiber Optic Cable Dia. 0.823 Reel #8	Ft	14,500'	2218	15,639	$3.19	$46,255.00	$49,888.41	$3,633.41
9	288 ADSS Fiber Optic Cable Dia. 0.823 Reel #9	Ft	7,000'	2218	7,312	$3.19	$22,330.00	$23,325.28	$995.28
10	48 ADSS Fiber Optic Cable Dia. 0.429 Reel #10	Ft	21,084'	2286	21,420	$0.82	$17,288.88	$17,564.40	$275.52
11	24 ADFO Gel-Free Non-Armored Loose Tube Reel #11	Ft	13,072	2,220	13,248	$0.43	$5,620.96	$5,696.64	$75.68

BEUD SPARE REELS

12	288 ADSS Fiber Optic Cable Dia. 0.823 Spare Reel	Ft	10,000'	2218	10,387	$3.19	$31,900.00	$33,134.53	$1,234.53
13	144 ADSS Fiber Optic Cable Dia. 0.496 Spare Reel	Ft	10,000'	2285	10,557	$1.60	$16,000.00	$16,891.20	$891.20
14	48 ADSS Fiber Optic Cable Dia. 0.429 Spare Reel	Ft	10,000'	2286	10,521	$0.82	$8,200.00	$8,627.22	$427.22
15	24 ADFO Gel-Free Non-Armored Loose Tube Spare Reel	Ft	10,000'	2220		$0.43	$4,300.00	$0.00	
						Irby total:	$317,885.24		$10,800.04

RESOLUTION NO. 10-11-22 G

A RESOLUTION AWARDING BID IFB 22-83 TO STUART IRBY COMPANY FOR THE PURCHASE OF FIBER CABLE MATERIAL; APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF THREE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED EIGHTY-FIVE DOLLARS AND TWENTY-FOUR CENTS ($317,885.24) FROM GENERAL FUND RESERVES TO ACCOUNT #101010-47390, IMPROVEMENTS – OTHER; AND FOR OTHER PURPOSES.

WHEREAS, Stuart Irby Company is the lowest qualified bidder for bid IFB-22-83; and

WHEREAS, this contract covers the purchase of fiber cable material to complete upcoming fiber truck installations for the City; and

WHEREAS, this contract requires a budget adjustment in the amount of three hundred seventeen thousand eight hundred eighty-five dollars and twenty-four cents ($317,885.24) from General Fund Reserves to Account #101010-47390, Improvements – Other.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Stuart Irby Company for the purchase of fiber cable material;

Section 2: The 2022 Budget should be and the same is hereby amended to transfer three hundred seventeen thousand eight hundred eighty-five dollars and twenty-four cents ($317,885.24) from General Fund Reserves to Account #101010-47390, Improvements – Other;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this 11 day of OCTOBER, 2022.

APPROVED:

[redacted]

STEPHANIE ORMAN, Mayor

ATTEST:

[redacted]

KIRBY ROMINES, City Clerk

CITY OF BENTONVILLE CORPORATE Seal ARKANSAS

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION 10-11-22G TO AUTHORIZE THE PURCHASE OF ADDITIONAL FIBER MATERIAL FROM STUART IRBY COMPANY AS SET FORTH IN BID IFB 22-83; AND FOR OTHER PURPOSES.

WHEREAS, Stuart Irby Company, was the lowest qualified bidder for bid IFB-22-83;

WHEREAS, this vendor provided an additional amount of fiber on the reel, which can be utilized for other projects; and

WHEREAS, this additional purchase will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended purchase order to Stuart Irby Company related to the purchase of fiber materials pursuant to IFB 22-83 in the additional amount of ten thousand eight hundred dollars and four cents ($10,800.04) plus applicable taxes;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**3/28/2023**
Department	**Public Works Maintenance**
Submitted by	**Bart Mahony**
Phone	**479-271-5945**

Item Type: (*Check Applicable Item Type*)

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

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

Resolution to award Bid No IFB-23-03 to Titan Lawn & Landscape for the weekly finish mowing of city facilities per the Unit Prices attached. This agreement may be extended up to 3 years upon mutual agreement of both parties and Council allocating the funds. This is the lowest bid. No budget adjustment is needed.

Estimated Cost	**$97,159.66**
Is this Item Budgeted?	☑ Yes ☐ No

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

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PLEASE RECYCLE

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: BID AWARD TO SUMMIT LAWN & LANDSCAPE FOR FACILITY FINISH MOWING

DATE: 3/28/2023

CC: MIKE BENDER

Resolution to award Bid No IFB-23-03 to Titan Lawn & Landscape for the weekly finish mowing of city facilities per the Unit Prices in the attached Bid Tabulation. The city received two bids, Titan Lawn & Landscape ($3,736.91 per cycle) DMC & Landscaping ($5,780.00 per cycle). Titan Landscape provided the lowest responsible bid. Bids are based on a per cycle cost and will include an estimated 26 mowing cycles per season with an estimated total yearly cost of $97,159.66. A mowing cycle includes a complete mowing/trimming, edging and debris collection/removal.

The attached bid specifications include city facility locations covered by this bid. In general, these locations are all city owned facilities.

We have worked with this contractor in the past with excellent results. Additionally, this contract may be renewed annually up to 3 consecutive years upon mutual agreement of both parties and Council allocating the funds.

Thank you for your consideration of this request.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	3/10/23	Time of Bid Opening:	10:30 AM	Solicitation ID Number:	IFB-23-03 Re-Bid

Solicitation Title: Facility Finish Mowing Contract

	Bidders:	DMC & Landscaping LLC	Titan Lawn & Landscape
Line Item	**Description**	**Price Per Weekly Mow/Cycle (Unit Price)**	**Price Per Weekly Mow/Cycle (Unit Price)**
1	Fire Station 1 800 SW A Street	$135.00	$110.86
2	Fire Station 2 1610 SE Moberly Ln	$55.00	$73.91
3	Fire Station 3 907 NW 13th St	$40.00	$49.28
4	Fire Station 4 900 NE McCollum Rd	$55.00	$73.91
5	Fire Station 5 800 SW Elm Tree Road	$160.00	$110.86
6	Fire Station 6 3312 SW I St	$145.00	$110.86
7	Fire Station 7 4508 SW Prime Ave	$150.00	$147.83
8	Police Department 908 SE 14th St	$380.00	$459.90
9	City Hall 305 SW A St	$160.00	$147.83
10	Library (Current condition) 405 S Main St	$280.00	$279.23
11	Library (Under construction) 405 S Main St	$220.00	$229.95
12	District Court 2706 S Walton Blvd	$170.00	$73.91
13	Wastewater Lift Station 3608 SE Riviera Rd	$25.00	$49.28
14	Wastewater Facility 1901 NE A St	$175.00	$73.91
15	Parks Downtown Activity Center 215 SW A Street	$85.00	$49.28
16	Compost Facility 2000 NW A St	$125.00	$110.86
17	Police Special Services 801 SW A St	$115.00	$49.28
18	Administrative Services Building 1000 SW 14th St	$130.00	$110.86
19	Municipal Complex Rough Mow 3200 SW Municipal Drive	$1,700.00	$444.93
20	Municipal Complex Finish Mow 3200 SW Municipal Drive	$1,130.00	$659.90
21	Train Station 416 S Main Street	$30.00	$49.28
22	IT Offices 402 S Main St	$40.00	$49.28
23	Bentonville Fire Dept. Training Facility 2405 SW Aviation St	$175.00	$110.86
24	Bentonville Animal Services 801 SW I St	$100.00	$110.86
	Total Bid Price	**$5,780.00**	**$3,736.91**

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

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-23-03; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH TITAN LAWN AND LANDSCAPE FOR FACILITY FINISH MOWING FOR THE CITY OF BENTONVILLE; AND FOR OTHER PURPOSES.

WHEREAS, Titan Lawn and Landscape is the lowest qualified bidder for bid IFB-23-03;

WHEREAS, this contract covers certain finish mowing services at city facility locations; and

WHEREAS, this will be awarded on the per unit price set forth in the bid and paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Titan Lawn and Landscape for facility finish mowing for the City of Bentonville;

Section 2: This contract is awarded on a per unit price as set forth in the bid submission and is to be paid with budgeted funds;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**3/28/2023**
Department	**Public Works Maintenance**
Submitted by	**Bart Mahony**
Phone	**479-271-5945**

Item Type: (*Check Applicable Item Type*)

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

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

Resolution to award Bid No IFB-23-04 to DMC & Landscape for the bi-weekly mowing of city owned detention ponds, per the Unit Prices attached. This is the lowest bid. No budget adjustment is needed.

Estimated Cost	**$65,065.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

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PLEASE RECYCLE

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: BID AWARD TO DMC & LANDSCAPE FOR DETENTION POND MOWING

DATE: 3/28/2023

CC: MIKE BENDER

Resolution to award Bid No IFB-23-04 to DMC & Landscape for the bi-weekly mowing of city owned detention ponds, per the Unit Prices in the attached Bid Tabulation. The city received two bids; DMC & Landscaping ($5,605.00 per cycle) Titan Lawn & Landscape ($5,691.60 per cycle) DMC & Landscape provided the lowest responsible bid. Bids are based on a per cycle cost and will include an estimated 13 mowing cycles per season with an estimated total yearly cost of $72,865.00. A mowing cycle includes a complete mowing/ trimming, edging and debris collection/removal.

The attached bid specifications include city owned detention pond locations covered by this bid. In general, these locations are all city owned detention ponds.

This is the first year working with this mowing contractor. Additionally, this contract may be renewed annually up to 3 consecutive years upon mutual agreement of both parties and Council allocating the funds.

Thank you for your consideration of this request.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	3/10/23	Time of Bid Opening:	10:45 AM	Solicitation ID Number:	IFB-23-04 Re-Bid

Solicitation Title: Detention Pond Mowing Contract

	Bidders:	DMC & Landscaping LLC	Titan Lawn & Landscape
Line Item	**Description (Address)**	**Price Per Bi-Weekly Mow/Cycle (Unit Price)**	**Price Per Bi-Weekly Mow/Cycle (Unit Price)**
1	BEEN RD SOUTH	$115.00	$147.83
2	BEEN RD NORTH	$125.00	$147.83
3	SW STAVERTON DR	$90.00	$147.83
4	SW CHERRY RD	$140.00	$147.83
5	WILDWOOD SUBDIVISION	$130.00	$147.83
6	SW SUMMERBROOK ST	$130.00	$147.83
7	SW ELM TREE RD	$50.00	$73.91
8	SW CARRIAGEWAY AVE	$215.00	$221.74
9	TOWN VU RD EAST	$110.00	$147.83
10	TOWN VU RD WEST	$160.00	$221.74
11	SW APACHE DR	$50.00	$73.91
12	SW TWILIGHT AVE	$125.00	$147.83
13	RIVER WALK- NORTH	$860.00	$591.30
14	SE "O" ST	$40.00	$73.91
15	SE 18TH ST	$50.00	$73.91
16	RACHEL AVE	$50.00	$73.91
17	JONATHAN DR	$100.00	$147.83
18	SE 7TH ST	$95.00	$147.83
19	SE 22ND ST	$180.00	$221.74
20	SE CAMBRIDGE PL	$50.00	$73.91
21	SE 5TH ST	$50.00	$73.91
22	SE 10TH ST	$180.00	$221.74
23	COLLEGE PL	$50.00	$73.91
24	E. BATTLEFIELD BLVD & LYNDAL LN.	$50.00	$73.91
25	E. BATTLEFIELD BLVD & PARADISE WAY	$140.00	$147.83
26	BATTLEFIELD BLVD & WOODS CREEK	$130.00	$147.83
27	BURNETT CIR	$50.00	$73.91
28	BEHIND BUFFALO WILD WINGS (Current condition- approx. 1.40 mow-able acres)	$700.00	$221.74
29	BEHIND BUFFALO WILD WINGS (Post-clearing condition- approx. 2.80 mow-able acres)	$600.00	$295.65
30	CROSS CREEK DR	$50.00	$73.91
31	NW APPLE BLOSSOM	$130.00	$147.83
32	RED HAVEN ST	$60.00	$73.91
33	WINDEMERE WOODS	$140.00	$221.74
34	NE SHASTA CT	$95.00	$147.83
35	BLUEBERRY LN	$50.00	$73.91
36	KENSINGTON	$50.00	$73.91
37	IVY PL	$50.00	$73.91
38	JORDAN LN	$50.00	$73.91
39	LEVI LN	$50.00	$73.91
40	SPRIGGS CT – NORTH	$40.00	$73.91
41	SPRIGGS CT – SOUTH	$25.00	$73.91
	Total Bid Price	**$5,605.00**	**$5,691.30**

**Corrections were made in the Total Bid Price calculation (the sum of all Unit Prices) for both DMC & Landscaping, LLC and Titan Lawn & Landscape Bid Submissions during Bid Evaluation.*

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RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-23-04; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH DMC & LANDSCAPE FOR DETENTION POND MOWING FOR THE CITY OF BENTONVILLE; AND FOR OTHER PURPOSES.

WHEREAS, DMC & Landscape is the lowest qualified bidder for bid IFB-23-04;

WHEREAS, this contract covers mowing services for City detention ponds; and

WHEREAS, this will be awarded on the per unit price set forth in the bid and paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with DMC & Landscape for detention pond mowing for the City of Bentonville;

Section 2: This contract is awarded on a per unit price as set forth in the bid submission and is to be paid with budgeted funds;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**3/28/2023**
Department	**Administration**
Submitted by	**Jim Wheeless**
Phone	**(479)271-5926**

Item Type: (***Check Applicable Item Type***)

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

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

Resolution authorizing the Mayor and City Clerk to enter into a Enterprise License Agreement with ESRI, for GIS software, in the amount of $170,200.00. The cost for 2023 will be $56, 800.00. This agreement secures pricing for three years; subsequent years will be subject to budget approval. No budget adjustment is needed.

Estimated Cost	**$170,200**
Is this Item Budgeted?	☑ Yes ☐ No ***$56,800 approved for 2023; subsequent years subject to Budget approval**

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

INTEROFFICE MEMORANDUM

TO: DENNIS HAYES

FROM: JIM WHEELESS

SUBJECT: ESRI ENTERPRISE LICENSE AGREEMENT (ELA)

DATE: 3/7/2023

CC:

Dennis-

Attached is the ESRI Enterprise License Agreement (ELA) for GIS software. The agreement has a three-year term, but also includes a non-appropriation clause. The cost for each year is as follows, which includes Site Scan and Community Analyst:

2023: $56,800

2024: $61,637

2025: $61,637

The 2023 cost is a budgeted item; subsequent years will be subject to approval of the annual budget.

This is the software that we utilize to provide all of our GIS and mapping services both web based and internal.

With this ELA, our organization can be provided uncapped use of most of ESRI's software extensions, technical support, new software releases, patches, updates, and training.

Quotation # Q-489314

Date: February 10, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 203043 Contract # ENTERPRISE AGREEMENT

City of Bentonville
GIS Information Technology Dept
305 Sw A St
Bentonville, AR 72712-5836

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/30/2023 To: 4/30/2023

ATTENTION: Jim Wheeless
PHONE: (479) 271-5926
EMAIL: jwheeless@bentonvillear.com

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	$51,863.00	$51,863.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	$56,700.00	$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	$56,700.00	$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
173625	1		$4,837.00	$4,837.00
Site Scan for ArcGIS Operator Annual Subscription USA Hosted. This user type license is the foundation of Site Scan for ArcGIS. It provides drone operators the ability to create and fly drone missions using Site Scan Flight Planning, and to upload drone flight data into Site Scan Manager for processing into 2D and 3D outputs. In addition to the ability to fly a drone and upload images for processing, Site Scan Operators have the same privileges as a Site Scan Access License, including ability to download, edit, analyze, and share project data using the Site Scan Manager web interface. What's Included: Access to Site Scan for ArcGIS Flight Planning iOS App, Access to Site Scan for ArcGIS Manager Web App, Unlimited data processing and storage in private cloud, Unlimited View Only Licenses, Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.				
157007	2		$50.00	$100.00
ArcGIS Community Analyst Web App Online Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
John Borisenko	jborisenko@esri.com	909.369.8530 x8530

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

BORISENKOJ **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-489314

Date: February 10, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 203043 Contract # ENTERPRISE AGREEMENT

City of Bentonville
GIS Information Technology Dept
305 Sw A St
Bentonville, AR 72712-5836

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/30/2023 To: 4/30/2023

ATTENTION: Jim Wheeless
PHONE: (479) 271-5926
EMAIL: jwheeless@bentonvillear.com

Subtotal:	$170,200.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$170,200.00

Due to population growth to next tier Esri will discount first year of SGEA renewal by cost of Site Scan to allow for continued support of drone]imagery capabilities for the first term. Subsequent terms will reflect standard add-on pricing.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
John Borisenko	jborisenko@esri.com	909.369.8530 x8530

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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ATTENTION: Jim Wheeless
PHONE: (479) 271-5926
EMAIL: jwheeless@bentonvillear.com

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
John Borisenko	jborisenko@esri.com	909.369.8530 x8530

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Location Sharing for ArcGIS Enterprise
50 ArcGIS Location Sharing for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)
4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN ENTERPRISE LICENSE AGREEMENT WITH ESRI, FOR GIS SOFTWARE, IN THE TOTAL AMOUNT OF ONE HUNDRED SEVENTY THOUSAND TWO HUNDRED DOLLARS ($170,200.00); AND FOR OTHER PURPOSES.

WHEREAS, the City's GIS department utilizes this software to provide all the GIS and mapping services;

WHEREAS, the Enterprise License Agreement allows the City to provided uncapped use of new software releases, patches, updates, and training;

WHEREAS, the total amount of this agreement is one hundred seventy thousand two hundred dollars ($170,200.00) and though the 2023 payment has been budgeted, the amounts for 2024 and 2025 will need to be included in those years budgets.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an Enterprise License Agreement with ESRI, for GIS software, in the amount of one hundred seventy thousand two hundred dollars ($170,200.00) which is payable as follows subject to subsequent budget approvals:

2023: fifty-six thousand eight hundred dollars ($56,800.00);
2024: sixty-one thousand six hundred thirty-seven dollars ($61,637.00); and
2025: sixty-one thousand six hundred thirty-seven dollars ($61,637.00).

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**3/28/2023**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (***Check Applicable Item Type***)

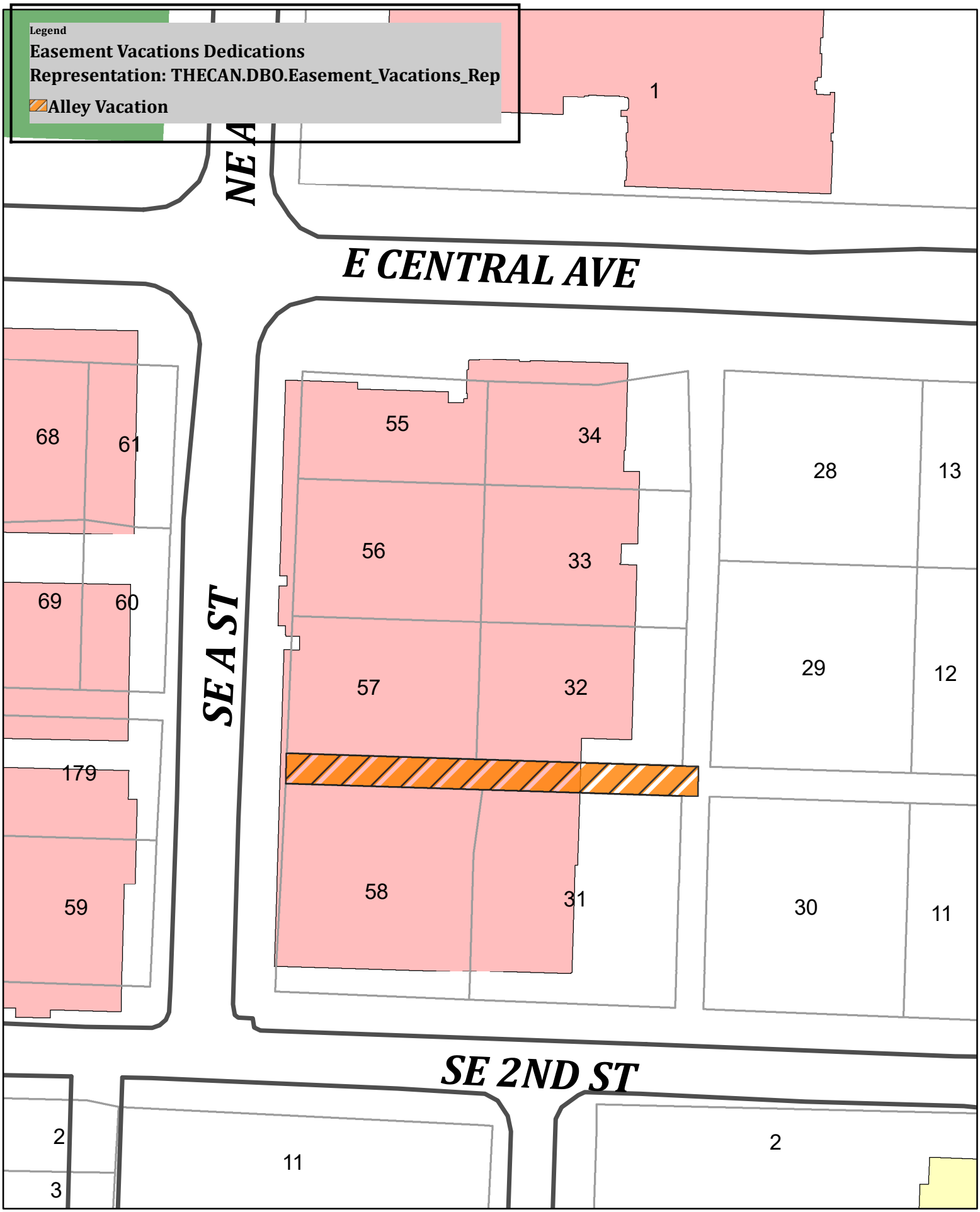
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating Alley Right of Way Vacation requested between Lots 31-32 and 57-58 of Original Town of Bentonville Subdivision (VAC23-0003).

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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



N
W E
S

VAC23-0003
Proposed Alley Vacation
58

1 inch = 49 feet

ORDINANCE NO_____

AN ORDINANCE VACATING ALLEY RIGHT OF WAY BETWEEN LOTS 31-32 AND LOTS 57-58 OF ORIGINAL TOWN SUBDIVISION OF BENTONVILLE TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC23-0003).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by CEI Engineering asking the City Council to vacate alley right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A 12-foot alley between Lots 31-32 and Lots 57-58 as shown in the Original Town of Bentonville at Plat Book S, Page 75 in the public records of Benton County, Arkansas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar with cap LS Bates 1642 found at the southwest corner of said Lot 57;
THENCE along the south boundary line of said Lots 57 and 32, South 87°37'36" East, 165.01 feet to a 12-foot alley per Plat Book S, Page 75;
THENCE along the west boundary line of said alley, South 01°55'19" West, 12.00 feet to a 5/8-inch rebar found at the northeast corner of said Lot 31;
THENCE along the north boundary line of said Lot 31 and Lot 58, North 87°37'36" West, 164.99 feet to a 5/8-inch rebar with cap LS1618 found at the intersection of said north boundary line and the east right-of-way line of SE A Street per Plat Book S, Page 75;
THENCE along said east right-of-way line, North 01°49'04" East, 12.00 feet to the POINT OF BEGINNING containing 1,980 square feet or 0.05 acres, more or less.

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

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

Section 1: The City of Bentonville, Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to an alley right of way designated as follows:

A 12-foot alley between Lots 31-32 and Lots 57-58 as shown in the Original Town of Bentonville at Plat Book S, Page 75 in the public records of Benton County, Arkansas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar with cap LS Bates 1642 found at the southwest corner of said Lot 57;
THENCE along the south boundary line of said Lots 57 and 32, South 87°37'36" East, 165.01 feet to a 12-foot alley per Plat Book S, Page 75;
THENCE along the west boundary line of said alley, South 01°55'19" West, 12.00 feet to a 5/8-inch rebar found at the northeast corner of said Lot 31;
THENCE along the north boundary line of said Lot 31 and Lot 58, North 87°37'36" West, 164.99 feet to a 5/8-inch rebar with cap LS1618 found at the intersection of said north boundary line and the east right-of-way line of SE A Street per Plat Book S, Page 75;
THENCE along said east right-of-way line, North 01°49'04" East, 12.00 feet to the POINT OF BEGINNING containing 1,980 square feet or 0.05 acres, more or less.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2023, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____	_____
Kirby Romines, City Clerk/Recorder	**Stephanie Orman, Mayor**
City of Bentonville, Arkansas	**City of Bentonville, Arkansas**

Agenda Item Form

Date of City Council Meeting	**3/28/2023**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (***Check Applicable Item Type***)

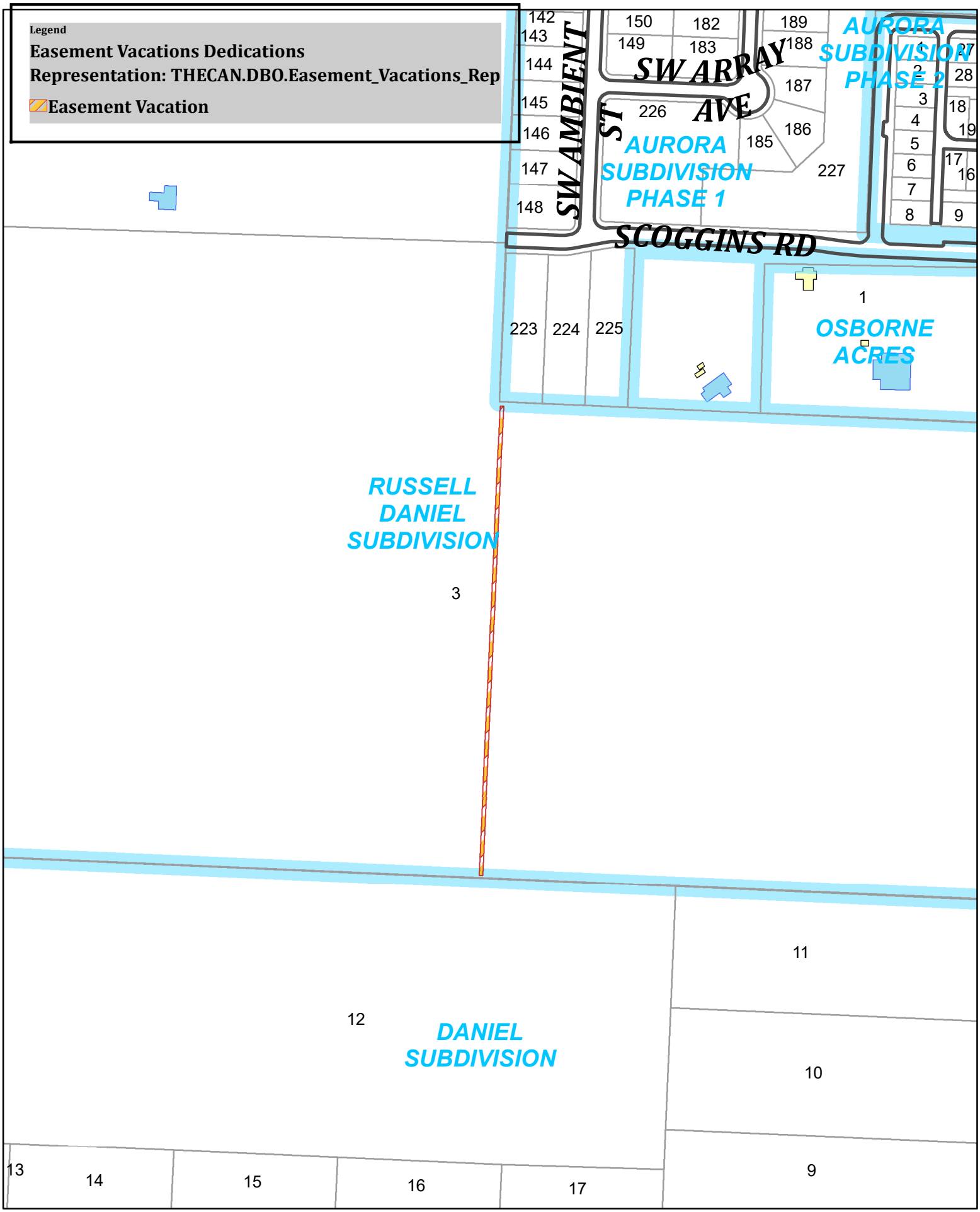
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating a Utility Easement at Lot 3 of Russell Daniel Subdivision (VAC23-0005).

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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



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VAC23-0005
Proposed Easement Vacation

1 inch = 250 feet

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 3 OF RUSS DANIEL SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC23-0005).

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

Part of the NE 1/4 of the SW 1/4 all in Section 23, Township 19 North, Range 31 West; more particularly described by meets and bounds as follows:

Commencing at a Found 5/8" rebar at the Southwest Corner of the NE 1/4 , SW 1/4 of said Section 23, as shown on plat L201806468, Thence North 02°33'25" East a distance of 7.5 feet for the POINT OF BEGINNING:

From said point, Thence North 87°33'25" East a distance of 970.59 feet, to a point 7.50 feet south of the Northwest corner of said Lot 2; Thence SOUTH 87°34'56" EAST a distance of 7.50 feet to the east line of said easement; Thence South 02°33'25" West a distance of 970.59 feet to a point on the north line of the south utility easement as shown on Plat L201806468; Thence along the north line of said south easement, North 87°30'31" West to the POINT OF BEGINNING, containing 7,279.42 square feet or 0.167 Acres.

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

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

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

Part of the NE 1/4 of the SW 1/4 all in Section 23, Township 19 North, Range 31 West; more particularly described by meets and bounds as follows:

Commencing at a Found 5/8" rebar at the Southwest Corner of the NE 1/4 , SW 1/4 of said Section 23, as shown on plat L201806468, Thence North 02°33'25" East a distance of 7.5 feet for the POINT OF BEGINNING:

From said point, Thence North 87°33'25" East a distance of 970.59 feet, to a point 7.50 feet south of the Northwest corner of said Lot 2; Thence SOUTH 87°34'56" EAST a distance of 7.50 feet to the east line of said easement; Thence South 02°33'25" West a distance of 970.59 feet to a point on the north line of the south utility easement as shown on Plat L201806468; Thence along the north line of said south easement, North 87°30'31" West to the POINT OF BEGINNING, containing 7,279.42 square feet or 0.167 Acres.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the ____ day of _____, 2023 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____	_____
Kirby Romines, City Clerk	**Stephanie Orman, Mayor**
Bentonville, Arkansas	**Bentonville, Arkansas**

Agenda Item Form

Date of City Council Meeting	**3/28/2023**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

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

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

Resolution awarding the bid and allowing the Mayor and City Clerk to enter into a contract with APAC-Central, Inc., in the amount of $9,794,501.80, for the construction of SW 28th St - Featherston to SW I (MUNIS #21ST0010, PIIP22-0019, IFB-23-21). This is the lowest bid. No budget adjustment is needed.

Estimated Cost	**$9,794,501.80**
Is this Item Budgeted?	☐ Yes ☑ No

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

This is a Street Bond project.

Memorandum

To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Tuesday, March 28, 2023

Re: Bid Award for SW 28th St - Featherston to SW I (MUNIS #21ST0010; PIIP22-0019; IFB-23-21)

Staff requests approval of a resolution allowing the Mayor and City Clerk to enter into a contract with APAC-Central, Inc. for the construction of SW 28th St - Featherston to SW I (MUNIS #21ST0010; PIIP22-0019; IFB-23-21).

This project consists of street and drainage improvements to widen sections of SW 28th Street between Featherston and SW Maple and to construct SW 28th Street from SW Maple to SW I Street. Improvements include, but are not limited to, curb and gutter, sidewalk, asphalt pavement, storm drainage infrastructure, roundabouts, traffic signal, and associated site work for construction of street and intersection improvements.

The amount for this contract is $9,794,501.80.

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

VOLKERT
2102 Riverfront Dr. Suite 100
Little Rock, AR 72202
501-817-7510

March 15, 2023

City of Bentonville Engineering
3200 SW Municipal Drive
Bentonville, AR 72712

Re: Recommendation for Bid Acceptance
SW 28th St. – IFB-23-21

To Whom It May Concern,

After reviewing and verifying all bids received, Volkert recommends that the City of Bentonville accept APAC-Central, Inc's bid of $9,794,501.80. APAC-Central, Inc's bid was the lowest of all received and is within the required variation from the engineer's estimate of $9,649,786.40. Attached are the detailed Certified Bid Tabulations for review.

Please contact us with any questions or concerns.

[redacted]

Reed Hill, P.E.
Project Engineer

Attachments:
Certified Bid Tabulations

Certified Bid Tabulations

SW 28th St.- Featherston to SW I St.

IFB-23-21

3/15/2023

BID ITEM #	TECH. SPEC. #	ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate UNIT COST	Engineer's Estimate TOTAL ITEM COST	APAC - Central, Inc. UNIT COST	APAC - Central, Inc. TOTAL ITEM COST	Brother's Construction UNIT COST	Brother's Construction TOTAL ITEM COST	Emery Sapp & Sons, Inc. UNIT COST	Emery Sapp & Sons, Inc. TOTAL ITEM COST
SP-005	SP	4" STAMPED CONCRETE	SY	1366	$ 120.00	$ 163,920.00	$ 180.00	$ 245,880.00	$ 308.00	$ 420,728.00	$ 78.10	$ 106,684.60
SP-006	SP	8" STAMPED CONCRETE	SY	645	$ 160.00	$ 103,200.00	$ 205.00	$ 132,225.00	$ 325.00	$ 209,625.00	$ 148.60	$ 95,847.00
633-001	633	CONCRETE SIDEWALKS, 4"	SY	10212	$ 104.00	$ 1,062,048.00	$ 80.00	$ 816,960.00	$ 72.00	$ 735,264.00	$ 61.10	$ 623,953.20
505-001	505	CONCRETE DRIVEWAYS, 8"	SY	298	$ 148.00	$ 44,104.00	$ 111.00	$ 33,078.00	$ 100.00	$ 29,800.00	$ 121.35	$ 36,162.30
634-001	634	CONCRETE CURB AND GUTTER (CG-1)	LF	14196	$ 30.00	$ 425,880.00	$ 24.00	$ 340,704.00	$ 24.00	$ 340,704.00	$ 18.00	$ 255,528.00
634-002	634	CONCRETE CURB AND GUTTER (Type D)	LF	538	$ 36.00	$ 19,368.00	$ 48.00	$ 25,824.00	$ 49.00	$ 26,362.00	$ 50.90	$ 27,384.20
634-003	634	CONCRETE CURB AND GUTTER (Type E-1)	LF	732	$ 45.00	$ 32,940.00	$ 55.00	$ 40,260.00	$ 49.00	$ 35,868.00	$ 31.25	$ 22,875.00
624-001	624	SOLID SODDING BETWEEN BOC & SW	SY	8176	$ 5.50	$ 44,968.00	$ 5.00	$ 40,880.00	$ 5.25	$ 42,924.00	$ 7.35	$ 60,093.60
624-002	624	SOLID SODDING IN ROUNDABOUT CENTER	SY	689	$ 5.50	$ 3,789.50	$ 5.00	$ 3,445.00	$ 5.25	$ 3,617.25	$ 20.10	$ 13,848.90
624-003	624	SOLID SODDING IN SPECIAL DITCHES	SY	7131	$ 5.50	$ 39,220.50	$ 5.00	$ 35,655.00	$ 5.25	$ 37,437.75	$ 7.85	$ 55,978.35
414-001	414	ASPHALT CONCRETE FOR PATCHING	TON	750	$ 130.00	$ 97,500.00	$ 180.00	$ 135,000.00	$ 246.00	$ 184,500.00	$ 190.30	$ 142,725.00
412-001	412	COLD MILLING ASPHALT PAVEMENT	SY	5698	$ 15.00	$ 85,470.00	$ 8.00	$ 45,584.00	$ 11.00	$ 62,678.00	$ 6.30	$ 35,897.40
SP-002	SP & 407	2" ACHM SURFACE COURSE OVERLAY	TON	627	$ 130.00	$ 81,510.00	$ 158.00	$ 99,066.00	$ 205.00	$ 128,535.00	$ 165.50	$ 103,768.50
SP-003	SP & 407	3" ACHM SURFACE COURSE	TON	3751	$ 130.00	$ 487,630.00	$ 141.00	$ 528,891.00	$ 185.00	$ 693,935.00	$ 141.85	$ 532,079.35
SP-004	SP & 406	2" ACHM BINDER COURSE	TON	2501	$ 130.00	$ 325,130.00	$ 135.00	$ 337,635.00	$ 180.00	$ 450,180.00	$ 130.90	$ 327,380.90
401-001	401	PRIME COAT	GAL	5641	$ 7.50	$ 42,307.50	$ 4.50	$ 25,384.50	$ 6.00	$ 33,846.00	$ 4.95	$ 27,922.95
401-002	401	TACK COAT	GAL	2843	$ 4.40	$ 12,509.20	$ 4.00	$ 11,372.00	$ 5.00	$ 14,215.00	$ 6.85	$ 19,474.55
210-001	210	UNCLASSIFIED EXCAVATION	CY	42196	$ 24.00	$ 1,012,704.00	$ 21.50	$ 907,214.00	$ 15.50	$ 654,038.00	$ 38.05	$ 1,605,557.80
210-002	210	COMPACTED EMBANKMENT	CY	2541	$ 28.00	$ 71,148.00	$ 25.00	$ 63,525.00	$ 23.00	$ 58,443.00	$ 37.00	$ 94,017.00
303-001	303	6" BASE (CLASS 7)	TON	10470	$ 45.00	$ 471,150.00	$ 32.00	$ 335,040.00	$ 43.00	$ 450,210.00	$ 26.95	$ 282,166.50
302-001	302	24" COMPACTED SELECT FILL SUBGRADE	CY	19351	$ 25.00	$ 483,775.00	$ 21.80	$ 421,851.80	$ 23.00	$ 445,073.00	$ 42.25	$ 817,579.75
301-001	301	8" LIME TREATED SOIL	SY	29027	$ 15.00	$ 435,405.00	$ 6.00	$ 174,162.00	$ 4.00	$ 116,108.00	$ 5.00	$ 145,135.00
301-002	301	LIME	TON	581	$ 110.00	$ 63,910.00	$ 570.00	$ 331,170.00	$ 500.00	$ 290,500.00	$ 282.55	$ 164,161.55
606-001	606	18" RCP	LF	2338	$ 130.00	$ 303,940.00	$ 128.00	$ 299,264.00	$ 115.00	$ 268,870.00	$ 119.00	$ 278,222.00
606-002	606	18" RCP (CLASS IV)	LF	428	$ 150.00	$ 64,200.00	$ 168.00	$ 71,904.00	$ 151.00	$ 64,628.00	$ 95.75	$ 40,981.00
606-003	606	24" RCP	LF	359	$ 160.00	$ 57,440.00	$ 136.00	$ 48,824.00	$ 122.00	$ 43,798.00	$ 102.30	$ 36,725.70
606-004	606	30" RCP	LF	851	$ 190.00	$ 161,690.00	$ 169.00	$ 143,819.00	$ 152.00	$ 129,352.00	$ 131.65	$ 112,034.15
606-005	606	30" RCP (CLASS IV)	LF	477	$ 210.00	$ 100,170.00	$ 200.00	$ 95,400.00	$ 176.00	$ 83,952.00	$ 150.15	$ 71,621.55
606-006	606	24"x38" RCHEP	LF	2444	$ 150.00	$ 366,600.00	$ 243.00	$ 593,892.00	$ 218.00	$ 532,792.00	$ 240.00	$ 586,560.00
606-007	606	24"x38" RCHEP (CLASS IV)	LF	19	$ 180.00	$ 3,420.00	$ 218.00	$ 4,142.00	$ 195.00	$ 3,705.00	$ 283.50	$ 5,386.50
606-008	606	29"x45" RCHEP	LF	577	$ 160.00	$ 92,320.00	$ 245.00	$ 141,365.00	$ 220.00	$ 126,940.00	$ 262.45	$ 151,433.65
606-009	606	14"x23" RCHEP	LF	148	$ 110.00	$ 16,280.00	$ 176.00	$ 26,048.00	$ 158.00	$ 23,384.00	$ 115.95	$ 17,160.60
606-010	606	19"x30" RCHEP (CLASS IV)	LF	39	$ 180.00	$ 7,020.00	$ 215.00	$ 8,385.00	$ 193.00	$ 7,527.00	$ 152.00	$ 5,928.00
606-011	606	18" FES	EA	9	$ 900.00	$ 8,100.00	$ 1,142.00	$ 10,278.00	$ 1,025.00	$ 9,225.00	$ 963.00	$ 8,667.00
606-012	606	30" FES	EA	1	$ 1,375.00	$ 1,375.00	$ 1,588.00	$ 1,588.00	$ 1,425.00	$ 1,425.00	$ 1,308.00	$ 1,308.00
606-013	606	29"x45" RCHEP FES	EA	1	$ 5,000.00	$ 5,000.00	$ 3,009.00	$ 3,009.00	$ 2,700.00	$ 2,700.00	$ 2,412.00	$ 2,412.00
606-014	606	24"x38" RCHEP FES	EA	1	$ 4,000.00	$ 4,000.00	$ 2,117.00	$ 2,117.00	$ 1,900.00	$ 1,900.00	$ 1,722.00	$ 1,722.00
609-001	609	SINGLE GRATE COMB INLET	EA	6	$ 3,000.00	$ 18,000.00	$ 8,915.00	$ 53,490.00	$ 8,000.00	$ 48,000.00	$ 7,332.00	$ 43,992.00
609-002	609	SINGLE GRATE COMB INLET WITH 3'x5' JCT. BOX	EA	1	$ 9,000.00	$ 9,000.00	$ 15,017.00	$ 15,017.00	$ 13,475.00	$ 13,475.00	$ 13,373.00	$ 13,373.00
609-003	609	DOUBLE GRATE COMB INLET	EA	21	$ 6,000.00	$ 126,000.00	$ 12,400.00	$ 260,400.00	$ 11,100.00	$ 233,100.00	$ 12,277.60	$ 257,829.60
609-004	609	DOUBLE GRATE COMB INLET WITH 4'x5' JCT. BOX	EA	13	$ 12,500.00	$ 162,500.00	$ 19,000.00	$ 247,000.00	$ 16,750.00	$ 217,750.00	$ 17,117.00	$ 222,521.00
609-005	609	DOUBLE GRATE COMB INLET WITH 4'x4' JCT. BOX	EA	6	$ 12,000.00	$ 72,000.00	$ 14,600.00	$ 87,600.00	$ 15,900.00	$ 95,400.00	$ 17,185.40	$ 103,112.40
609-006	609	DOUBLE GRATE COMB INLET WITH 5'x4' JCT. BOX	EA	1	$ 12,500.00	$ 12,500.00	$ 18,600.00	$ 18,600.00	$ 16,700.00	$ 16,700.00	$ 17,408.35	$ 17,408.35
609-007	609	DOUBLE GRATE COMB INLET WITH 5'x5' JCT. BOX	EA	1	$ 13,000.00	$ 13,000.00	$ 21,900.00	$ 21,900.00	$ 19,650.00	$ 19,650.00	$ 17,466.00	$ 17,466.00
609-008	609	5'x5' JUNCTION BOX	EA	6	$ 7,000.00	$ 42,000.00	$ 8,191.00	$ 49,146.00	$ 7,350.00	$ 44,100.00	$ 6,069.00	$ 36,414.00
609-009	609	TRIPLE GRATE COMB INLET WITH 4'x4' JCT. BOX	EA	1	$ 13,600.00	$ 13,600.00	$ 26,745.00	$ 26,745.00	$ 24,000.00	$ 24,000.00	$ 23,379.00	$ 23,379.00
609-010	609	TRIPLE GRATE COMB INLET WITH 4'x5' JCT. BOX	EA	1	$ 14,100.00	$ 14,100.00	$ 30,089.00	$ 30,089.00	$ 27,000.00	$ 27,000.00	$ 23,511.30	$ 23,511.30
609-011	609	TRIPLE GRATE COMB INLET WITH 6'x7' JCT. BOX	EA	1	$ 16,100.00	$ 16,100.00	$ 33,989.00	$ 33,989.00	$ 30,500.00	$ 30,500.00	$ 25,204.85	$ 25,204.85
609-012	609	QUADRUPLE GRATE COMB INLET	EA	1	$ 10,600.00	$ 10,600.00	$ 30,813.00	$ 30,813.00	$ 27,650.00	$ 27,650.00	$ 25,196.20	$ 25,196.20
609-013	609	QUADRUPLE GRATE COMB INLET WITH 4'x4' JCT. BOX	EA	5	$ 16,600.00	$ 83,000.00	$ 37,700.00	$ 188,500.00	$ 33,800.00	$ 169,000.00	$ 25,633.25	$ 128,166.25
609-014	609	QUADRUPLE GRATE COMB INLET WITH 4'x5' JCT. BOX	EA	1	$ 17,100.00	$ 17,100.00	$ 37,900.00	$ 37,900.00	$ 34,000.00	$ 34,000.00	$ 25,807.00	$ 25,807.00
609-015	609	4'x6' JUNCTION BOX	EA	1	$ 7,000.00	$ 7,000.00	$ 8,302.00	$ 8,302.00	$ 7,450.00	$ 7,450.00	$ 10,547.85	$ 10,547.85
609-016	609	SIX GRATE COMB INLET	EA	2	$ 15,200.00	$ 30,400.00	$ 36,218.00	$ 72,436.00	$ 32,500.00	$ 65,000.00	$ 32,600.65	$ 65,201.30
609-017	609	SIX GRATE COMB INLET WITH 4'x5' JCT. BOX	EA	1	$ 21,700.00	$ 21,700.00	$ 41,800.00	$ 41,800.00	$ 37,500.00	$ 37,500.00	$ 35,100.15	$ 35,100.15
609-018	609	4'x4' ARDOT TYPE E JCT. BOX WITH OPEN BACK	EA	2	$ 5,000.00	$ 10,000.00	$ 8,400.00	$ 16,800.00	$ 7,500.00	$ 15,000.00	$ 7,915.95	$ 15,831.90
719-001	719	THERMOPLASTIC PAVEMENT MARKING WHITE (6")	LF	2050	$ 1.80	$ 3,690.00	$ 1.50	$ 3,075.00	$ 1.75	$ 3,587.50	$ 1.33	$ 2,726.50
719-002	719	THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	LF	14549	$ 1.80	$ 26,188.20	$ 1.50	$ 21,823.50	$ 1.75	$ 25,460.75	$ 1.33	$ 19,350.17
719-003	719	THERMOPLASTIC PAVEMENT MARKING WHITE (8")	LF	52	$ 10.50	$ 546.00	$ 3.00	$ 156.00	$ 3.25	$ 169.00	$ 2.67	$ 138.84
719-004	719	THERMOPLASTIC PAVEMENT MARKING YELLOW (12")	LF	244	$ 13.25	$ 3,233.00	$ 12.00	$ 2,928.00	$ 13.50	$ 3,294.00	$ 10.66	$ 2,601.04
719-005	719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	LF	342	$ 13.25	$ 4,531.50	$ 12.00	$ 4,104.00	$ 13.50	$ 4,617.00	$ 10.66	$ 3,645.72
719-006	719	THERMOPLASTIC PAVEMENT MARKING WORD	EA	4	$ 500.00	$ 2,000.00	$ 450.00	$ 1,800.00	$ 500.00	$ 2,000.00	$ 399.84	$ 1,599.36
719-007	719	THERMOPLASTIC PAVEMENT MARKING ARROW	EA	20	$ 400.00	$ 8,000.00	$ 370.00	$ 7,400.00	$ 440.00	$ 8,800.00	$ 346.53	$ 6,930.60
719-008	719	THERMOPLASTIC PAVEMENT MARKING STOP BARS	LF	110	$ 13.25	$ 1,457.50	$ 12.00	$ 1,320.00	$ 13.50	$ 1,485.00	$ 10.66	$ 1,172.60
719-009	719	THERMOPLASTIC PAVEMENT MARKING CROSSWALK	LF	1280	$ 13.25	$ 16,960.00	$ 23.00	$ 29,440.00	$ 27.00	$ 34,560.00	$ 21.32	$ 27,289.60
604-001	604	TEMPORARY THERMOPLASTIC PAVEMENT MARKING WHITE (6")	LF	30816	$ 0.25	$ 7,704.00	$ 1.00	$ 30,816.00	$ 1.25	$ 38,520.00	$ 0.96	$ 29,583.36
604-002	604	TEMPORARY THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	LF	45826	$ 0.25	$ 11,456.50	$ 1.00	$ 45,826.00	$ 1.25	$ 57,282.50	$ 0.96	$ 43,992.96
604-003	604	TEMPORARY THERMOPLASTIC PAVEMENT MARKING YELLOW (12")	LF	1127	$ 1.25	$ 1,408.75	$ 6.00	$ 6,762.00	$ 6.75	$ 7,607.25	$ 5.33	$ 6,006.91
604-004	604	TEMPORARY THERMOPLASTIC PAVEMENT MARKING WHITE (12")	LF	360	$ 1.25	$ 450.00	$ 6.00	$ 2,160.00	$ 6.75	$ 2,430.00	$ 5.33	$ 1,918.80

604-005	604	TEMPORARY THERMOPLASTIC PAVEMENT MARKING WORD	EA	5	$ 250.00	$ 1,250.00	$ 170.00	$ 850.00	$ 200.00	$ 1,000.00	$ 159.94	$ 799.70
604-006	604	TEMPORARY THERMOPLASTIC PAVEMENT MARKING ARROW	EA	32	$ 200.00	$ 6,400.00	$ 120.00	$ 3,840.00	$ 135.00	$ 4,320.00	$ 106.63	$ 3,412.16
604-007	604	TEMPORARY THERMOPLASTIC PAVEMENT MARKING STOP BARS	LF	457	$ 1.25	$ 571.25	$ 6.00	$ 2,742.00	$ 6.75	$ 3,084.75	$ 5.33	$ 2,435.81
604-008	604	TEMPORARY THERMOPLASTIC PAVEMENT MARKING CROSSWALK	LF	1000	$ 1.25	$ 1,250.00	$ 12.00	$ 12,000.00	$ 13.50	$ 13,500.00	$ 10.66	$ 10,660.00
641-001	641	ACCESS RAMPS (SR-1)	SY	344	$ 350.00	$ 120,400.00	$ 98.00	$ 33,712.00	$ 88.00	$ 30,272.00	$ 215.00	$ 73,960.00
12.19-001	BWU 12.19	8" x 6" TEE	EA	3	$ 4,100.00	$ 12,300.00	$ 2,273.00	$ 6,819.00	$ 2,040.00	$ 6,120.00	$ 1,607.00	$ 4,821.00
12.19-002	BWU 12.19	6" GATE VALVE	EA	3	$ 2,100.00	$ 6,300.00	$ 2,981.00	$ 8,943.00	$ 2,675.00	$ 8,025.00	$ 2,190.00	$ 6,570.00
12.19-003	BWU 12.19	FIRE HYDRANT ASSEMBLY	EA	4	$ 7,000.00	$ 28,000.00	$ 9,723.00	$ 38,892.00	$ 8,725.00	$ 34,900.00	$ 8,440.00	$ 33,760.00
12.14-001	BWU 12.14	8" GATE VALVE	EA	7	$ 2,500.00	$ 17,500.00	$ 6,240.00	$ 43,680.00	$ 5,600.00	$ 39,200.00	$ 4,330.00	$ 30,310.00
12.9-001	BWU 12.9	8" PLUG	EA	2	$ 4,000.00	$ 8,000.00	$ 1,048.00	$ 2,096.00	$ 940.00	$ 1,880.00	$ 1,060.00	$ 2,120.00
12.17-001	BWU 12.17	ADJUST WATER VALVE CAN	EA	13	$ 675.00	$ 8,775.00	$ 2,619.00	$ 34,047.00	$ 2,350.00	$ 30,550.00	$ 964.00	$ 12,532.00
12.8-001	BWU 12.8	20" STEEL SPLIT ENCASEMENT	LF	25	$ 250.00	$ 6,250.00	$ 870.00	$ 21,750.00	$ 780.00	$ 19,500.00	$ 618.00	$ 15,450.00
12.8-002	BWU 12.8	16" STEEL ENCASEMENT	LF	25	$ 200.00	$ 5,000.00	$ 306.00	$ 7,650.00	$ 275.00	$ 6,875.00	$ 405.00	$ 10,125.00
12.18-001	BWU 12.18	RELOCATE WATER METER	EA	3	$ 750.00	$ 2,250.00	$ 2,675.00	$ 8,025.00	$ 2,400.00	$ 7,200.00	$ 802.80	$ 2,408.40
12.3-001	BWU 12.3	8" C-900 PVC	LF	607	$ 60.00	$ 36,420.00	$ 142.00	$ 86,194.00	$ 127.00	$ 77,089.00	$ 99.30	$ 60,275.10
12.21-001	BWU 12.21	LOCATOR WIRE (#10 GAUGE)	LF	607	$ 1.00	$ 607.00	$ 1.00	$ 607.00	$ 1.00	$ 607.00	$ 1.00	$ 607.00
12.3-002	BWU 12.3	6" C-900 PVC	LF	30	$ 55.00	$ 1,650.00	$ 120.00	$ 3,600.00	$ 108.00	$ 3,240.00	$ 102.00	$ 3,060.00
13.14-001	BWU 13.14 & 13.15	TESTING & CHLORINATION	LF	607	$ 2.00	$ 1,214.00	$ 11.00	$ 6,677.00	$ 10.00	$ 6,070.00	$ 4.35	$ 2,640.45
16.13-001	BWU 16.13	ADJUST MH LID/RIM ELEVATION	EA	2	$ 1,000.00	$ 2,000.00	$ 2,285.00	$ 4,570.00	$ 2,050.00	$ 4,100.00	$ 10,201.00	$ 20,402.00
621-001	621	CHECK DAM (EC-9)	CY	67	$ 1,000.00	$ 67,000.00	$ 80.00	$ 5,360.00	$ 60.00	$ 4,020.00	$ 165.80	$ 11,108.60
621-002	621	DROP INLET SILT FENCE (EC-6)	EA	72	$ 150.00	$ 10,800.00	$ 560.00	$ 40,320.00	$ 430.00	$ 30,960.00	$ 339.35	$ 24,433.20
621-003	621	DOUBLE ROW SILT FENCE (EC-4)	LF	686	$ 8.00	$ 5,488.00	$ 11.00	$ 7,546.00	$ 8.75	$ 6,002.50	$ 6.85	$ 4,699.10
621-004	621	SILT FENCE (EC-4)	LF	5581	$ 4.00	$ 22,324.00	$ 6.00	$ 33,486.00	$ 4.50	$ 25,114.50	$ 3.60	$ 20,091.60
621-005	621	SEDIMENT LOG CURB INLET PROTECTION (EC-7)	EA	9	$ 500.00	$ 4,500.00	$ 400.00	$ 3,600.00	$ 223.00	$ 2,007.00	$ 176.00	$ 1,584.00
621-006	621	J-HOOK CURB INLET PROTECTION DEVICE (EC-8)	EA	9	$ 600.00	$ 5,400.00	$ 750.00	$ 6,750.00	$ 300.00	$ 2,700.00	$ 233.00	$ 2,097.00
621-007	621	DISTURBED AREA STABILIZATION - SEED & STRAW	AC	2	$ 4,000.00	$ 8,000.00	$ 4,200.00	$ 8,400.00	$ 2,300.00	$ 4,600.00	$ 1,799.05	$ 3,598.10
816-001	816	RIPRAP	CY	8	$ 800.00	$ 6,400.00	$ 60.00	$ 480.00	$ 80.00	$ 640.00	$ 124.75	$ 998.00
SP-001	SP & 201 & 202	SITE PREPARATION	LS	1	$ 300,000.00	$ 300,000.00	$ 347,000.00	$ 347,000.00	$ 450,000.00	$ 450,000.00	$ 239,238.00	$ 239,238.00
SP-007	SP & 603 & 604	MAINTENANCE OF TRAFFIC	LS	1	$ 200,000.00	$ 200,000.00	$ 150,000.00	$ 150,000.00	$ 200,000.00	$ 200,000.00	$ 89,355.00	$ 89,355.00
601-001	601	MOBILIZATION	LS	1	$ 450,000.00	$ 450,000.00	$ 80,000.00	$ 80,000.00	$ 300,000.00	$ 300,000.00	$ 390,589.00	$ 390,589.00
208-001	208	BARBED WIRE FENCE	LF	4557	$ 10.00	$ 45,570.00	$ 14.00	$ 63,798.00	$ 7.00	$ 31,899.00	$ 5.65	$ 25,747.05
208-002	208	GATE	EA	2	$ 750.00	$ 1,500.00	$ 502.00	$ 1,004.00	$ 990.00	$ 1,980.00	$ 784.00	$ 1,568.00
SP-008	SP	E-NET CABLE (EXTERIOR CAT 5E)	LF	100	$ 450.00	$ 45,000.00	$ 5.00	$ 500.00	$ 5.50	$ 550.00	$ 4.33	$ 433.00
SP-009	SP & 706	TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY)	EA	5	$ 1,200.00	$ 6,000.00	$ 2,000.00	$ 10,000.00	$ 1,675.00	$ 8,375.00	$ 1,352.79	$ 6,763.95
SP-010	SP & 706	TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY)	EA	1	$ 1,600.00	$ 1,600.00	$ 3,000.00	$ 3,000.00	$ 2,060.00	$ 2,060.00	$ 1,650.41	$ 1,650.41
SP-011	SP & 707	PEDESTRIAN SIGNAL HEAD, LED	EA	2	$ 2,700.00	$ 5,400.00	$ 3,000.00	$ 6,000.00	$ 4,350.00	$ 8,700.00	$ 3,463.16	$ 6,926.32
708-001	708	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)	LF	1505	$ 3.00	$ 4,515.00	$ 5.00	$ 7,525.00	$ 4.50	$ 6,772.50	$ 3.52	$ 5,297.60
708-002	708	TRAFFIC SIGNAL CABLE (7C/14 A.W.G.)	LF	105	$ 3.00	$ 315.00	$ 6.00	$ 630.00	$ 4.00	$ 420.00	$ 3.25	$ 341.25
708-003	708	TRAFFIC SIGNAL CABLE (20C/14 A.W.G.)	LF	15	$ 5.00	$ 75.00	$ 17.00	$ 255.00	$ 8.00	$ 120.00	$ 6.49	$ 97.35
SP-012	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., E.G.C.)	LF	495	$ 2.00	$ 990.00	$ 3.00	$ 1,485.00	$ 2.00	$ 990.00	$ 1.62	$ 801.90
SP-013	SP	ELECTRICAL CONDUCTORS FOR LUMINAIRES	LF	495	$ 2.00	$ 990.00	$ 5.00	$ 2,475.00	$ 3.25	$ 1,608.75	$ 2.71	$ 1,341.45
714-001	714	TRAFFIC SIGN MAST ARM AND POLE WITH FOUNDATION (42')	EA	2	$ 39,500.00	$ 79,000.00	$ 70,000.00	$ 140,000.00	$ 70,000.00	$ 140,000.00	$ 56,817.39	$ 113,634.78
SP-014	SP	LED LUMINAIRE ASSEMBLY	EA	2	$ 1,000.00	$ 2,000.00	$ 7,000.00	$ 14,000.00	$ 5,400.00	$ 10,800.00	$ 4,328.94	$ 8,657.88
SP-015	SP & 733	VIDEO DETECTOR (CLR.)	EA	2	$ 4,300.00	$ 8,600.00	$ 6,000.00	$ 12,000.00	$ 10,150.00	$ 20,300.00	$ 8,116.78	$ 16,233.56
733-001	733	VIDEO CABLE	LF	505	$ 3.00	$ 1,515.00	$ 5.00	$ 2,525.00	$ 8.00	$ 4,040.00	$ 6.49	$ 3,277.45
733-002	733	VIDEO MONITOR (CLR.)	EA	1	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00	$ 1,190.45	$ 1,190.45
SP-016	SP & 733	VIDEO PROCESSOR, EDGE CARD (2 CAMERA)	EA	2	$ 8,000.00	$ 16,000.00	$ 11,000.00	$ 22,000.00	$ 11,500.00	$ 23,000.00	$ 9,199.01	$ 18,398.02
SP-017	SP & 733	VEHICLE DETECTOR RACK (32 CHANNEL)	EA	1	$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00	$ 5,200.00	$ 5,200.00	$ 4,112.49	$ 4,112.49
726-001	726	STANDARD SIGN	SF	220	$ 30.00	$ 6,600.00	$ 23.00	$ 5,060.00	$ 27.00	$ 5,940.00	$ 21.32	$ 4,690.40
729-001	729	CHANNEL POST SIGN SUPPORT (TYPE A)	EA	65	$ 80.00	$ 5,200.00	$ 102.00	$ 6,630.00	$ 120.00	$ 7,800.00	$ 95.96	$ 6,237.40
SP-018	SP	CITY CONTINGENCY ALLOWANCE	LS	1	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00
		Total Bid Price				**$ 9,649,786.40**		**$ 9,794,501.80**		**$ 10,185,509.00**	*	**$ 9,964,943.09**
											*Total Bid Price shown is the summation of calculated "Total Item Cost". Total in bid submittal shown as $9,980,238.89.	

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 23-21 TO APAC-CENTRAL, INC , FOR THE CONSTRUCTION OF SOUTHWEST 28TH STREET (FEATHERSTON TO SOUTHWEST I STREET), IN THE AMOUNT OF NINE MILLION SEVEN HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED ONE DOLLARS AND EIGHTY CENTS ($9,794,501.80); AND FOR OTHER PURPOSES.

WHEREAS, APAC- Central, Inc. is the lowest qualified bidder for bid IFB 23-21;

WHEREAS, this contract covers the construction of Southwest 28th Street (Featherston to Southwest I Street); and

WHEREAS, this contract will be paid using bond funds.

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 contract with APAC-Central, Inc, for the construction of Southwest 28th Street (Featherston To Southwest I Street), in the amount of nine million seven hundred ninety-four thousand five hundred one dollars and eighty cents ($9,794,501.80);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**3/28/2023**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

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

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

Resolution awarding the bid and allowing the Mayor and City Clerk to enter into a contract with TLS Group, Inc., for the construction of S Walton & SW 5th St Intersection (MUNIS #21ST0006, PIIP22-0031, IFB-23-18), in the amount of $927,437.88. This is the sole bidder. No budget adjustment is needed.

Estimated Cost	**$927,437.88**
Is this Item Budgeted?	☐ Yes ☑ No

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

This is a Street Bond project.

Memorandum

To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Tuesday, March 28, 2023

Re: Bid Award for S Walton & SW 5th St Intersection (MUNIS #21ST0006, PIIP22-0031, IFB-23-18)

Staff requests approval of a resolution allowing the Mayor and City Clerk to enter into a contract with TLS Group, Inc. for the construction of S Walton & SW 5th St Intersection (MUNIS #21ST0006, PIIP22-0031, IFB-23-18).

This project consists of replacing the traffic signal and improving ADA access at the intersection of S Walton and SW 5th Street in Bentonville, AR. This requires traffic signal equipment, wheelchair ramps, pavement markings, and the extension of one pipe culvert.

The amount for this contract is $927,437.88.

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

BENTONVILLE S WALTON-SW 5TH ST INTERSECTION
BID TABULATION SUMMARY

LETTING DATE: 03/02/2023

JOB NO.: PIIP22-0031
COUNTY: BENTON
JOB NAME: BENTONVILLE S WALTON-SW 5TH ST INTERSECTION
ROUTES: S. WALTON BLVD.

RANK	NAME	TOTAL BID	% OVER ENG. EST.
	Engineer's Estimate	$600,350.25	100%
1	TLS Group, Inc dba TLS Construction Group	$927,437.88	154%

Bentonville S Walton-SW 5th Intersection

PIIP22-0031

March 2, 2023 Bid Opening

					(1) TLS GROUP, INC		ENGINEER'S ESTIMATE	
ITEM NUMBER	ITEM		QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
SP, SS, & 210	UNCLASSIFIED EXCAVATION		1	CU. YD.	$2,470.00	$2,470.00	$400.00	$400.00
SP & 210	COMPACTED EMBANKMENT		9	CU. YD.	$825.00	$7,425.00	$200.00	$1,800.00
601	MOBILIZATION		1.00	LUMP SUM	$40,000.00	$40,000.00	$30,000.00	$30,000.00
603	MAINTENANCE OF TRAFFIC		1.00	LUMP SUM	$24,500.00	$24,500.00	$35,000.00	$35,000.00
SS & 604	SIGNS		254	SQ. FT.	$29.50	$7,493.00	$10.00	$2,540.00
SS & 604	TRAFFIC DRUMS		228	EACH	$49.50	$11,286.00	$50.00	$11,400.00
604	REMOVAL OF PERMANENT PAVEMENT MARKINGS		2203	LIN. FT.	$1.70	$3,745.10	$1.75	$3,855.25
* 606	18" ASPHALT COATED CORRUGATED STEEL PIPE CULVERTS (16 GAUGE)	(ALTERNATE NO. 1)	12	LIN. FT.	$347.00	$4,164.00	$210.00	$2,520.00
* 606	18" ALUMINUM COATED CORRUGATED STEEL PIPE CULVERTS (16 GAUGE)	(ALTERNATE NO. 2)	12	LIN. FT.	$347.00	$4,164.00	$210.00	$2,520.00
* 606	18" POLYM+D2224ER PRECOATED METALLIC COATED CORRUGATED STEEL PIPE CULVERT (16 GAUGE)	(ALTERNATE NO. 3)	12	LIN. FT.	$347.00	$4,164.00	$210.00	$2,520.00
SS & 620	MULCH COVER		0.01	ACRE	$24,750.00	$247.50	$8,000.00	$80.00
620	WATER		0.8	M. GAL.	$825.00	$660.00	$15.00	$12.00
621	TEMPORARY SEEDING		0.01	ACRE	$24,750.00	$247.50	$8,000.00	$80.00
621	SILT FENCE		175	LIN. FT.	$33.00	$5,775.00	$18.00	$3,150.00
621	SEDIMENT REMOVAL AND DISPOSAL		3	CU. YD.	$825.00	$2,475.00	$40.00	$120.00
621	ROCK DITCH CHECKS		12	CU. YD.	$1,650.00	$19,800.00	$150.00	$1,800.00
624	SOLID SODDING		50	SQ. YD.	$66.00	$3,300.00	$8.00	$400.00
635	ROADWAY CONSTRUCTION CONTROL		1.00	LUMP SUM	$8,250.00	$8,250.00	$20,000.00	$20,000.00
641	WHEELCHAIR RAMPS (TYPE 1)		83	SQ. YD.	$825.00	$68,475.00	$400.00	$33,200.00
641	WHEELCHAIR RAMPS (TYPE 3)		11	SQ. YD.	$825.00	$9,075.00	$400.00	$4,400.00
SP	TRAFFIC SIGNAL CONTROLLER (MODIFICATION)		1	EACH	$3,530.00	$3,530.00	$1,200.00	$1,200.00
SP	ETHERNET SWITCH, T100 HARDENED (8-PORT)		1	EACH	$2,061.40	$2,061.40	$2,500.00	$2,500.00
SP	E-NET CABLE (EXTERIOR CAT 5E)		1000	LIN. FT.	$4.00	$4,000.00	$5.00	$5,000.00
SP	BATTERY BACKUP SYSTEM		1	EACH	$8,500.00	$8,500.00	$6,000.00	$6,000.00
SP & 706	TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY)		11	EACH	$1,616.50	$17,781.50	$1,000.00	$11,000.00
SP & 706	TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY)		2	EACH	$2,431.01	$4,862.02	$1,400.00	$2,800.00
SP & 707	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED		8	EACH	$1,170.87	$9,366.96	$1,600.00	$12,800.00
708	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)		3000	LIN. FT.	$4.10	$12,300.00	$2.00	$6,000.00
708	TRAFFIC SIGNAL CABLE (7C/14 A.W.G.)		200	LIN. FT.	$4.60	$920.00	$2.25	$450.00
708	TRAFFIC SIGNAL CABLE (20C/14 A.W.G.)		820	LIN. FT.	$11.50	$9,430.00	$6.00	$4,920.00
SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.)		600	LIN. FT.	$4.40	$2,640.00	$2.00	$1,200.00
SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., E.G.C.)		600	LIN. FT.	$2.60	$1,560.00	$1.75	$1,050.00
SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6 A.W.G., E.G.C.)		30	LIN. FT.	$11.50	$345.00	$12.00	$360.00
SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/12 A.W.G., E.G.C.)		1000	LIN. FT.	$3.50	$3,500.00	$6.00	$6,000.00
SP & 710	NON-METALLIC CONDUIT (1.25")		110	LIN.FT.	$44.50	$4,895.00	$15.00	$1,650.00
SP & 710	NON-METALLIC CONDUIT (2")		85	LIN.FT.	$57.50	$4,887.50	$20.00	$1,700.00
SP & 710	NON-METALLIC CONDUIT (3")		560	LIN.FT.	$58.50	$32,760.00	$30.00	$16,800.00
711	CONCRETE PULL BOX (TYPE 3 HD)		6	EACH	$3,710.00	$22,260.00	$2,500.00	$15,000.00
SP & 711	CONCRETE PULL BOX (TYPE 4 HD)		1	EACH	$3,840.00	$3,840.00	$3,500.00	$3,500.00
SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (38')		1	EACH	$42,330.00	$42,330.00	$28,000.00	$28,000.00
SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (42')		2	EACH	$46,400.00	$92,800.00	$32,000.00	$64,000.00
SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (44')		1	EACH	$47,260.00	$47,260.00	$35,000.00	$35,000.00
SP	LED LUMINAIRE ASSEMBLY		4	EACH	$6,240.00	$24,960.00	$900.00	$3,600.00
SS & 715	TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION		4	EACH	$6,070.00	$24,280.00	$4,000.00	$16,000.00
SP	SERVICE POINT ASSEMBLY (2 CIRCUITS)		1	EACH	$6,210.00	$6,210.00	$4,800.00	$4,800.00
SP	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT		1.00	LUMP SUM	$14,250.00	$14,250.00	$10,000.00	$10,000.00
719	THERMOPLASTIC PAVEMENT MARKING WHITE (6")		708	LIN. FT.	$3.30	$2,336.40	$4.00	$2,832.00
719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")		693	LIN. FT.	$16.50	$11,434.50	$12.00	$8,316.00
719	THERMOPLASTIC PAVEMENT MARKING YELLOW (6")		1150	LIN. FT.	$3.30	$3,795.00	$4.00	$4,600.00
719	THERMOPLASTIC PAVEMENT MARKING (WORDS)		5	EACH	$619.00	$3,095.00	$500.00	$2,500.00
719	THERMOPLASTIC PAVEMENT MARKING (ARROWS)		9	EACH	$536.00	$4,824.00	$400.00	$3,600.00
719	THERMOPLASTIC PAVEMENT MARKING WHITE (8")		300	LIN. FT.	$6.60	$1,980.00	$5.00	$1,500.00
720	THERMOPLASTIC PAVEMENT MARKING WHITE (24")		36	LIN. FT.	$33.00	$1,188.00	$20.00	$720.00
721	RAISED PAVEMENT MARKERS (TYPE II)		11	EACH	$16.50	$181.50	$15.00	$165.00
SP & 733	VIDEO CABLE (EXTERIOR CAT 5E)		1610	LIN. FT.	$3.90	$6,279.00	$3.00	$4,830.00

733	VIDEO MONITOR (CLR)	1	EACH	$1,750.00	$1,750.00	$1,000.00	$1,000.00
SP & 733	VEHICLE DETECTOR RACK (16 CHANNEL)	1	EACH	$2,100.00	$2,100.00	$3,000.00	$3,000.00
SP & 733	VEHICLE DETECTOR RACK (32 CHANNEL)	2	EACH	$2,600.00	$5,320.00	$3,500.00	$7,000.00
SP	LED BLANK OUT SIGN	1	EACH	$10,450.00	$10,450.00	$8,000.00	$8,000.00
SP	EAGLE SIZE SUPER P CABINET (WITH INTEGRATED BBS COMPARTMENT)	1	EACH	$87,000.00	$87,000.00	$30,000.00	$30,000.00
SP	SIEMENS EAGLE M62 CONTROLLER	1	EACH	$8,780.00	$8,780.00	$6,000.00	$6,000.00
SP	VANTAGE NEXT CAMERA	2	EACH	$4,650.00	$9,300.00	$2,000.00	$4,000.00
SP	VANTAGE NEXT VECTOR RADAR/VIDEO CAMERA	2	EACH	$10,600.00	$21,200.00	$6,000.00	$12,000.00
SP	ITERIS VANTAGE VELOCITY	1	EACH	$8,350.00	$8,350.00	$5,000.00	$5,000.00
SP	SDLC HUB AND CABLES	1	EACH	$820.00	$820.00	$500.00	$500.00
SP	EZ COMMUNICATOR NAVIGATOR TOUCHLESS APS	1	EACH	$5,450.00	$5,450.00	$4,000.00	$4,000.00
SP	POLARA iDS TOUCHLESS APS PUSHBUTTON STATION: 9 BY 15	8	EACH	$2,115.00	$16,920.00	$1,500.00	$12,000.00
SP	iCCU-S: iCCU SHELF MODEL	1	EACH	$5,500.00	$5,500.00	$4,000.00	$4,000.00
SP	850-390 CUSTOM CABLE HARNESS WITH iCCU-S	1	EACH	$150.00	$150.00	$100.00	$100.00
SP	iN2-ICB: INTERCONNECT BOARD	1	EACH	$150.00	$150.00	$120.00	$120.00
SP	CLARY SP1250LX-N	1	EACH	$8,725.00	$8,725.00	$8,000.00	$8,000.00
SP	KY-3170XM	1	EACH	$2,000.00	$2,000.00	$1,400.00	$1,400.00
SP	RJ-45 SFP	2	EACH	$90.00	$180.00	$70.00	$140.00
SP	SM SFP (1GB)	2	EACH	$290.00	$580.00	$200.00	$400.00
SP	GLOBAL TRAFFIC TECHNOLOGIES OPTICOM GPS PREEMPTION	1	EACH	$17,200.00	$17,200.00	$15,000.00	$15,000.00
SP	DECORATIVE POLES	4	EACH	$7,430.00	$29,720.00	$4,000.00	$16,000.00
SP	MPL2BKTG3SS HOLOPHANE MEMPHIS TEARDROP LED SERIES	1	EACH	$6,020.00	$6,020.00	$5,000.00	$5,000.00
SP	MPL2P40SBK3PP7PCLL	1	EACH	$5,960.00	$5,960.00	$4,200.00	$4,200.00
SP	WLLF 200 S CA BK WEST LIBERTY SLIP FITTER	1	EACH	$720.00	$720.00	$500.00	$500.00
SP	PEDESTRIAN POLE BLACK POWDER COAT (P33)	4	EACH	$1,980.00	$7,920.00	$1,300.00	$5,200.00
SP	12MM FIBER OPTIC SPLICE ENCLOSURE	1	EACH	$2,470.00	$2,470.00	$2,000.00	$2,000.00
SP	PRE-TERMINATED COMMUNICATION CABLE, 12MM FIBER	100	LIN. FT.	$25.00	$2,500.00	$20.00	$2,000.00
SP	FIBER TRACER WIRE, #14 AWG POLYETHELENE INSULATION ORANGE IN COLOR	40	LIN. FT.	$8.30	$332.00	$6.00	$240.00
SP	SPLICE FUSIONS	12	EACH	$330.00	$3,960.00	$200.00	$2,400.00
AS BID TOTAL COST				**$935,885.88**		**$600,350.25**	
CORRECTED BIDS (REMOVED EXTRA ALTERNATES IN BID TOTAL & CORRECTED EXTENDED PRICE FOR VEHICLE DETECTOR RACK (32 CHANNEL)				**$927,437.88**			

* DENOTES ALTERNATE BID ITEMS.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 23-18 TO TLS GROUP, INC., FOR THE CONSTRUCTION OF THE SOUTH WALTON & SOUTHWEST 5TH STREET INTERSECTION PROJECT, IN THE AMOUNT OF NINE HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED THIRTY-SEVEN DOLLARS AND EIGHTY-EIGHT CENTS ($927,437.88); AND FOR OTHER PURPOSES.

WHEREAS, TLS Group, Inc. was the sole bidder for bid IFB 23-18;

WHEREAS, this contract covers the construction of the South Walton and Southwest 5th Street intersection; and

WHEREAS, this contract will be paid using bond funds.

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 contract with TLS Group, Inc., for the construction of the South Walton & Southwest 5th Street Intersection project, in the amount of nine hundred twenty-seven thousand four hundred thirty-seven dollars and eighty-eight cents ($927,437.88);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**3/28/2023**
Department	**Engineering**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (***Check Applicable Item Type***)

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

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

Resolution allowing the Mayor and City Clerk to enter into a Master Services Agreement (MSA) with O.R. Colan Associates, LLC for as needed property acquisition services for 2023, available for city-wide use. This MSA is based on Work Orders which will determine the services required as needed. No budget adjustment is needed.

Estimated Cost	**Cost is based on individual work orders as determined by the fee schedule**
Is this Item Budgeted?	☐ Yes ☐ No ***Funded by Bond Funds for Bond Projects; Budgeted Funds or other applicable funding for other projects**

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

Work Orders will be paid for by the 2021 Street and/or Drainage Bond Funds for Bond Projects, and budgeted or other applicable funds for other projects.

Memorandum

To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Tuesday, March 28, 2023

Re: Property Acquisition MSA for 2023 Property Acquisition Services

---

Staff requests approval of a Resolution allowing the Mayor and City Clerk to enter into a Master Service Agreement (MSA) with O.R. Colan Associates, LLC for as needed property acquisition services for 2023, available for city-wide use.

These services will include, but are not limited to: administrative services, title services, appraisals and appraisal reviews, waiver valuations, negotiations services, and closing services.

This MSA is based on Work Orders which will determine the services required as needed. A Schedule of Fees has been provided as part of this MSA, which will determine the cost of each Work Order. Work Orders will be paid for by the 2021 Street and/or Drainage Bond Funds for Bond Projects, and budgeted or other applicable funds for other projects.

This Firm was selected following the City's standard SOQ selection process for the procurement of professional services in accordance with state law.

This MSA being available for city-wide use is a step in the direction of the Legal Department's 2023 initiative to work towards city-wide solutions instead of departmental solutions.

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

MASTER SERVICES AGREEMENT

PROJECT NAME: **2023 Property Acquisition Services** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and O.R. COLAN ASSOCIATES, LLC, hereinafter referred to as "SERVICE PROVIDER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this _____ (Month, Day, and Year) ("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 ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER 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

ACQUISITION SERVICE PROVIDER 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

ACQUISITION SERVICE PROVIDER 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. ACQUISITION SERVICE PROVIDER 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 terminate upon the completion of all Work Orders submitted to and accepted by ACQUISITON SERVICE PROVIDER within the calendar year of 2023.

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

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

D. All fees paid to ACQUISITION SERVICE PROVIDER shall be based on invoices submitted by ACQUISITION SERVICE PROVIDER for work performed under this AGREEMENT, less any previous payments. ACQUISITION SERVICE PROVIDER 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, ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER within thirty (30) days after receipt of an invoice, then the amount due to the ACQUISITION SERVICE PROVIDER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ACQUISITION SERVICE PROVIDER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ACQUISITION SERVICE PROVIDER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER'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 ACQUISITION SERVICE PROVIDER, 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 ACQUISITION SERVICE PROVIDER'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. ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER to perform any necessary investigations in relation to the PROJECT.

B. ACQUISITION SERVICE PROVIDER will take reasonable precautions to minimize damage to the personal or real property in the performance of such investigations.

C. CITY recognizes that ACQUISITION SERVICE PROVIDER'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 ACQUISITION SERVICE PROVIDER, at no additional cost to the CITY. In the event that ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, and other documents, including those in electronic form, prepared by ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERs, 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 ACQUISITION SERVICE PROVIDER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ACQUISITION SERVICE PROVIDER's proprietary standard details that were developed by the ACQUISITION SERVICE PROVIDER 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. ACQUISITION SERVICE PROVIDER shall, upon completion of the services and full payment for the ACQUISITION SERVICE PROVIDER'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 ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, drawings, reports, 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 ACQUISITION SERVICE PROVIDER, its employees,

associates, agents and ACQUISITION SERVICE PROVIDERs 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 ACQUISITION SERVICE PROVIDER, its employees, contractor, agents and ACQUISITION SERVICE PROVIDERs.

F. ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER shall communicate to its employees. ACQUISITION SERVICE PROVIDER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. ACQUISITION SERVICE PROVIDER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ACQUISITION SERVICE PROVIDER'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 ACQUISITION SERVICE PROVIDER. In the event suspension or termination is without cause, payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, 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 ACQUISITION SERVICE PROVIDER, and in the event the CITY and ACQUISITION SERVICE PROVIDER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ACQUISITION SERVICE PROVIDER's services hereunder at no additional cost other than the payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT. In such event, CITY will notify ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER 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, ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER, 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 ACQUISITION SERVICE PROVIDER's actions. All services to be performed by the ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER 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, ACQUISITION SERVICE PROVIDER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ACQUISITION SERVICE PROVIDER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - APPLICABLE LAWS

ACQUISITION SERVICE PROVIDER 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 XVI - PRECEDENCE

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

ARTICLE XVII - 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 XVIII - SURVIVAL OF OBLIGATIONS

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

ARTICLE XX – ENTIRE AGREEMENT

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

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

CITY OF BENTONVILLE	
CITY	ACQUISITION SERVICE PROVIDER
BY	BY:
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Provide property acquisition services as needed for the calendar year of 2023. Work required will be submitted to ACQUISITON SERVICE PROVIDER via the Work Order form attached as part of APPENDIX A. All Work Order forms must be submitted to and accepted by ACQUISITION SERVICE PROVIDER by December 31, 2023.

WORK ORDER ISSUED
In Accordance with Client's
Master Services Agreement Dated _____, 2023

Work Order No. (Year)-(#)

Date: <Date>
Bentonville Project Number:

PURPOSE: Provide *[property acquisition services]* services related to *[description or name of project]* located *[in, near, etc.] [city, county, etc.], State* (the Project).

SCOPE: The Services will consist of the following tasks:
1.

COMPENSATION: The fee for services based on the above scope and the fee schedule provided as APPENDIX C of the MASTER SERVICE AGREEMENT will not exceed $_____ without prior approval from the City of Bentonville.

SCHEDULE: Start of services expected *[promptly, within specific time frame]* after receipt of acceptance of this work order and to complete services by____or within _____ days of receipt of__*[and any special condition such as receipt of information, etc]*. *[If appropriate, add any statement needed with regard to time to start specific tasks, limiting conditions, etc.]*

SPECIAL CONTRACT TERMS:
[*add any special contract terms here*]

Accepted by:

_____	_____
Project Manager O.R. Colan Associates, LLC	Authorized Representative City of Bentonville
_____	_____
Date	Date

APPENDIX B
SCOPE OF SERVICES

Specific work orders (APPENDIX A) will define the scope of services and schedule for each task required of ACQUISITION SERVICE PROVIDER. Each work order will be subject to the Terms and Conditions as set forth in this AGREEMENT. Any special contractual terms will also be noted in the work orders. The fee for each work order will be based on the work required within each work order and the fee schedule provided in APPENDIX C.

APPENDIX C

Service	$ / Tract	
	Over 10 Tracts	1-10 Tracts
Title & Closing Services		
Title Commitment - 30 Year Title Search	700	900
Closing Services	800	1000
Initial Appraisal Services		
Detailed Appraisal – Vacant Land	3700	4000
Detailed Appraisal - Residential Single Family	3700	4700
Detailed Appraisal - Residential Multi-Family	4200	5200
Detailed Appraisal - Small Commercial Property	4200	4700
Detailed Appraisal - Large Commercial Property	5200	6200
Detailed Appraisal - Improved Agricultural Property	4200	5200
Billboard Valuation	3200	3700
Appraisal Services - Updates		
Detailed Appraisal – Vacant Land	2000	3000
Detailed Appraisal - Residential Single Family	2000	3500
Detailed Appraisal - Residential Multi-Family	2300	3800
Detailed Appraisal - Small Commercial Property	2300	3500
Detailed Appraisal - Large Commercial Property	2800	4700
Detailed Appraisal - Improved Agricultural Property	2300	3800
Billboard Valuation	1800	2700
Initial Appraisal Review Services		
Detailed Appraisal – Vacant Land	2000	2200
Detailed Appraisal - Residential Single Family	2000	2550
Detailed Appraisal - Residential Multi-Family	2300	2800
Detailed Appraisal - Small Commercial Property	2300	2550
Detailed Appraisal - Large Commercial Property	2800	3300
Detailed Appraisal - Improved Agricultural Property	2300	2800
Billboard Valuation	1800	2000

Appraisal Review Services - Updates		
Detailed Appraisal – Vacant Land	1100	1300
Detailed Appraisal - Residential Single Family	1100	1275
Detailed Appraisal - Residential Multi-Family	1250	1600
Detailed Appraisal - Small Commercial Property	1250	1475
Detailed Appraisal - Large Commercial Property	1500	1850
Detailed Appraisal - Improved Agricultural Property	1350	1700
Billboard Valuation	900	1000
Negotiation & Waiver Valuation Services		
Negotiation Services	4500	5800
Waiver Valuation	600	1000
Waiver Valuation Review	300	500
Relocation Assistance Services		
Business Relocation	7000	8800
Partial Business Relocation	5500	7000
Landlord Business Relocation	3400	4500
Residential Relocation	5600	7200
Personal Property Relocation	2100	2700
Eminent Domain/Relocation Proceedings*		
Pre-trial Conference (1/2 Day)	1000	1500
Pre-trial Conference (Full Day)	2000	3000
Expert Witness at Trial/Hearing (1/2 Day)	1000	1500
Expert Witness at Trial/Hearing (Full Day)	2000	3000

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A MASTER SERVICES AGREEMENT WITH O.R. COLAN ASSOCIATES, LLC FOR PROPERTY ACQUISITION SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires professional services related to property acquisition for various projects;

WHEREAS, O.R. Colan Associates, LLC was selected for this service pursuant to the City of Bentonville's selection process in accordance with state law;

WHEREAS, Work Orders will be issued for various property acquisition services as needed; and

WHEREAS, this Agreement will be paid using bond funds or budgeted funds, as determined based on the nature of each Work Order.

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

Section 1: That the Mayor and Clerk are hereby authorized to enter into a Master Services Agreement with O.R. Colan Associates, LLC for property acquisition services pursuant to Work Orders governed by the Schedule of Fees set forth in the attached Exhibit "A";

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

O.R. COLAN ASSOCIATES, LLC SCHEDULE OF FEES

EXHIBIT A

Service	$ / Tract	
	Over 10 Tracts	1-10 Tracts
Title & Closing Services		
Title Commitment - 30 Year Title Search	700	900
Closing Services	800	1000
Initial Appraisal Services		
Detailed Appraisal – Vacant Land	3700	4000
Detailed Appraisal - Residential Single Family	3700	4700
Detailed Appraisal - Residential Multi-Family	4200	5200
Detailed Appraisal - Small Commercial Property	4200	4700
Detailed Appraisal - Large Commercial Property	5200	6200
Detailed Appraisal - Improved Agricultural Property	4200	5200
Billboard Valuation	3200	3700
Appraisal Services - Updates		
Detailed Appraisal – Vacant Land	2000	3000
Detailed Appraisal - Residential Single Family	2000	3500
Detailed Appraisal - Residential Multi-Family	2300	3800
Detailed Appraisal - Small Commercial Property	2300	3500
Detailed Appraisal - Large Commercial Property	2800	4700
Detailed Appraisal - Improved Agricultural Property	2300	3800
Billboard Valuation	1800	2700
Initial Appraisal Review Services		
Detailed Appraisal – Vacant Land	2000	2200
Detailed Appraisal - Residential Single Family	2000	2550
Detailed Appraisal - Residential Multi-Family	2300	2800
Detailed Appraisal - Small Commercial Property	2300	2550
Detailed Appraisal - Large Commercial Property	2800	3300
Detailed Appraisal - Improved Agricultural Property	2300	2800
Billboard Valuation	1800	2000
Appraisal Review Services - Updates		

Detailed Appraisal – Vacant Land	1100	1300
Detailed Appraisal - Residential Single Family	1100	1275
Detailed Appraisal - Residential Multi-Family	1250	1600
Detailed Appraisal - Small Commercial Property	1250	1475
Detailed Appraisal - Large Commercial Property	1500	1850
Detailed Appraisal - Improved Agricultural Property	1350	1700
Billboard Valuation	900	1000
Negotiation & Waiver Valuation Services		
Negotiation Services	4500	5800
Waiver Valuation	600	1000
Waiver Valuation Review	300	500
Relocation Assistance Services		
Business Relocation	7000	8800
Partial Business Relocation	5500	7000
Landlord Business Relocation	3400	4500
Residential Relocation	5600	7200
Personal Property Relocation	2100	2700
Eminent Domain/Relocation Proceedings*		
Pre-trial Conference (1/2 Day)	1000	1500
Pre-trial Conference (Full Day)	2000	3000
Expert Witness at Trial/Hearing (1/2 Day)	1000	1500
Expert Witness at Trial/Hearing (Full Day)	2000	3000

Agenda Item Form

Date of City Council Meeting	**3/28/2023**
Department	**Parks and Recreation**
Submitted by	**Wade Tomlinson**
Phone	**479-644-3358**

Item Type: (*Check Applicable Item Type*)

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

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

City Council approval of a contract amendment to EDG for construction administration services for the Lake Bella Vista Parking lot project for a total of $16,100.00. A budget adjustment is needed to appropriate FEMA funds.

Estimated Cost	**$16,100.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

This will be funded through a FEMA grant through the Arkansas Department of Emergency Management.

Budget Adjustment Request

Date of City Council Meeting	**3/28/2023**
Department	**Parks and Recreation**
Submitted by	**Wade Tomlinson**
Phone	**479-644-3358**

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

This budget adjustment is needed to fund the construciton administration services of EDG for the Lake Bella Vista Parking Lot project and will be funded by a FEMA grant through the Arkansas Department of Emergency Management.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105030	**33110**	**Federal Direct Grant**	**$ 16,100.00**	
105030	**47390**	**Improv Other than Bldg/Other**		**$ 16,100.00**
		Totals	**$ 16,100.00**	**$ 16,100.00**
		Net Impact on Fund Balance	**$ -**	

***Final Account Number will be determined by Accounting Department after approval and purchase**

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Wade Tomlinson, Parks Planner

Date: March 28, 2023

Re: City Council approval of a contract amendment to Ecological Design Group, in the amount of $16,100.00, for construction administration services for the Bella Vista Lake Parking lot and a budget adjustment in the same amount.

Parks and Recreation Staff is requesting Council's approval of a contract adjustment, in the amount of $16,100.00 to EDG for construction administration services.

On February 14, 2023 City Council approved the contract for the construction of improvements designed by EDG. The next step is to re-engage the designer to work through construction to project completion. This fee will cover the costs of CA related work.

If you have questions concerning this item, please email me at wtomlinson@bentonvillear.com or call 479.217.3392.

Attachments:
EDG Amendment Proposal

E | D | G

March 15, 2023

Mr. Wade Tomlinson
Parks Planner
Bentonville Parks Department
215 SW A St.
Bentonville, AR 72712
479.271.3392

RE: **Lake Bella Vista North Parking Lot and Playground Construction Administration Services – Bentonville, Arkansas**

Dear Mr. Tomlinson:

Per your request, we are pleased to submit our proposal for the above referenced project. This proposal is based upon the information obtained via the email from you the Client on February 22, 2023.

SCOPE OF WORK
The purpose of the services proposed herein is to provide professional landscape architecture and civil engineering services to support the construction of the proposed Lake Bella Vista Parking and Playground in Bentonville, AR. The scope of work includes Civil and Landscape Architectural services during construction. Our proposed services are further described below.

TASK A: Construction Administration:

Perform Construction Administration including:

1. RFI tracking and responses;
2. Submittal log schedule;
3. Submittal reviews;
4. Shop drawing reviews;
5. Pay application review; and
6. Site visits as required to confirm compliance with the construction documents, resolve infield conflicts with design intent, photo documentation of all elements of construction.
7. Perform required inspections of public infrastructure scope as required by the City of Bentonville as role of Engineer of Record (EOR). The EOR is required to schedule all inspections with the city engineering department and have a representative at said inspections.
8. Prepare as-built documents as required by the City of Bentonville to obtain a Certificate of Occupancy.
9. Schedule and facilitate the Site Final Inspection with the City of Bentonville
10. Prepare civil engineering as-built documents as required by the City of Bentonville to obtain a Certificate of Occupancy.

REMUNERATION
We propose to perform the work described above for the lump-sum fees listed below.

Basic Services:

TASK A: Construction Administration	$	16,100.00
Basic Services Total	**$**	**16,100.00**
TOTAL FEE	**$**	**16,100.00**

ADDITIONAL SERVICES

Any tasks or scope items requested by the Client or Owner that are not included in the above listed task items will be considered Additional Services. Any Additional Services will be charged on the basis of time and materials using the Standard Hourly Rate Schedule listed below. Additional Services will be approved by in writing prior to proceeding.

A. Hourly Rates

The following hourly rates apply to Ecological Design Group's Basic Services and to any Additional Services requested:

Standard Hourly Rate Schedule:

Principal Landscape Architect	$170.00
Principal Civil Engineer	$170.00
Project Manager Landscape Architect	$140.00
Project Manager Civil Engineer	$140.00
Landscape Architect	$120.00
Civil Engineer	$120.00
Landscape Designer	$ 90.00
Civil Engineer Intern (EIT)	$ 90.00
Illustrator/Graphics Designer	$ 80.00
Botanist	$ 70.00
Biologist	$ 70.00
CAD Technician	$ 60.00
Technical/Clerical	$ 50.00

B. Reimbursable Expenses:

1. The Client shall, in addition to payment of the fee, reimburse the Consultant for expenditures made for such items as, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; computer plots; reproductions; prints; postage; mileage (IRS standard mileage rate) Reimbursable expenses will be billed at 1.0 times direct cost.

We sincerely thank you for the opportunity to submit this proposal and look forward to working with you on this project. Your signature in the space provided on this proposal, returned to us, will indicate agreement and permit us to proceed with the work immediately.

Respectfully submitted,

ECOLOGICAL DESIGN GROUP, INC.

[redacted]

Bill Hall
Landscape Architect

Accepted:_____**Date:**_____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH ECOLOGICAL DESIGN GROUP FOR CONSTRUCTION ADMINISTRATION SERVICES; ADJUSTING THE 2023 BUDGET TO APPROPRIATE SIXTEEN THOUSAND ONE HUNDRED DOLLARS ($16,100.00) FROM ACCOUNT #105030-33110 – FEDERAL DIRECT GRANT INTO ACCOUNT #105030-47390 – IMPROVEMENT OTHER THAN BUILDING TO FUND THIS CHANGE ORDER; AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Parks and Recreation requests approval of a contract amendment with Ecological Design Group (EDG) for construction administration services for the Bella Vista Lake Parking Lot project;

WHEREAS, Bentonville City Council approved the construction contract with EDG on February 14, 2023; and

WHEREAS, this is funded with FEMA monies and a budget adjustment needed to appropriate funds to the correct expense account.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract amendment with Ecological Design Group, for construction administration services for the Bella Vista Lake Parking Lot project, in the amount of sixteen thousand one hundred dollars ($16,100.00);

Section 2: The 2023 Budget is adjusted to appropriate sixteen thousand one hundred dollars ($16,100.00) from Account #105030-33110 – Federal Direct Grant into Account #105030-47390 – Improvement Other than Building;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, MAYOR

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**3/28/2023**
Department	**Parks and Recreation**
Submitted by	**Josh Stacey, Recreation Services Manager**
Phone	**479.696.0204**

Item Type: (***Check Applicable Item Type***)

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

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

Resolution authorizing the Mayor and City Clerk to accept a grant valued at $1,260,262.00, and enter into an agreement with Hight Jackson Associates, for the design and development of the Bentonville Adult Wellness Center. A budget adjustment is needed to recognize grant funds.

Estimated Cost	**$1,145,000**
Is this Item Budgeted?	☑ Yes ☐ No

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

Budget Adjustment Request

Date of City Council Meeting	3/28/2023
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696-0204

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

Resolution approving a budget adjustment for Parks and Recreation in the amount of $1,260,262.00, recognizing revenue from a grant for the Adult Wellness Center and allocating funds in the 2023 budget.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	33810	Local Grants	$ 1,260,262.00	
105030	47210	Plants and Building		$ 1,260,262.00
		Totals	$ 1,260,262.00	$ 1,260,262.00
		Net Impact on Fund Balance	$ -	

*Final Account Number will be determined by Accounting Department after approval and purchase

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Josh Stacey, Recreation Services Manager

Date: March 15, 2023

Re: Resolution authorizing the Mayor and City Clerk to accept a grant valued at $1,260,262, and enter into an agreement with Hight Jackson Associates in the amount of $1,145,000.00, for the design and development of the Bentonville Adult Wellness Center.

Parks and Recreation Staff is requesting Council's approval of a grant valued at $1,260,262, and authorization to enter into an agreement with Hight Jackson Associates in the amount of $1,145,000.00, for the design of the Bentonville Adult Wellness Center. This agreement is paid for in full by a grant from Bentonville Revitalization, Inc.

At the June 1, 2022, City Council Meeting, Council approved the Bentonville Adult Wellness Center to become an official City project. In recent weeks, Parks and Recreation received a formal grant award from Bentonville Revitalization, Inc. to fund the next phase of this project.

Bentonville Revitalization, Inc. (BRI) in a non-profit established by members of the Walton family to support infrastructure and community projects for the long-term betterment of downtown Bentonville and in support of City-driven initiatives.

Hight Jackson was selected through the RFQ process to lead the Bentonville Adult Wellness Center Feasibility study. This agreement retains their services as we move to the next phase of the project. At the June 1, 2022, City Council Meeting, Council approved the conceptual plan operational plan for a future Bentonville Adult Wellness Center and authorized Parks and Recreation Staff to move forward to find funding for the project. In recent weeks, Parks and Recreation received a formal grant award from Bentonville Revitalization, Inc. to fund the next phase of this project.

In this phase, Parks and Recreation will work with Hight Jackson and a construction management team to create complete building and site designs and construction

documents, taking us all the way to bidding. The team will also create an updated construction budget and provide us the framework for the next phase of the project, the construction phase. The design phase is projected to be completed in the first quarter of 2024.

If you have questions concerning this item, please email me at jstacey@bentonvillear.com or call 479.696.0204.

Attachments:
Hight Jackson Adult Wellness Contract

Grant Agreement

March 28, 2023

Dear Mayor Orman,

Bentonville Revitalization, Inc. ("Bentonville Revitalization") has approved a grant in the amount of up to $1,260,262 to the City of Bentonville ("Grantee"). The project term will be April 1, 2023 to March 1, 2024. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to complete design work for a new Adult Wellness Center for the City of Bentonville. This grant is more fully described in Grantee's project schedule dated, November 8, 2022. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by Bentonville Revitalization in writing.

2. **Amount: up to $1,260,262.00 USD**

   Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	$630,142	Signed Grant Agreement	April 1, 2023
2	Up to $570,120	Approval of Progress Report and receipt of completed design development documents and updated financial report of expenditures to date	On or around August 1, 2023
3	Up to $60,000 based on actual costs	Upon receipt of: • completed construction development, • permitting and bid for construction documents • actual costs as evidenced by receipts • facility operations plan	On or around March 1, 2024

3. **Payable:** Initial installment of $630,142 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

   Further installments shall be contingent upon Bentonville Revitalization's approval of the Grantee's activities of the grant as evidenced by the reports described in the Reporting and Evaluation paragraph below and other information Bentonville Revitalization may gather.

4. **Accounting:**
   a. Bentonville Revitalization encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.

b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by Bentonville Revitalization during normal business hours as Bentonville Revitalization may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide Bentonville Revitalization with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Date
Schematic Design and Interim Financial and Narrative Report	October 1, 2023
Development Drawings Interim Financial and Narrative Report	December 1, 2023
Final Construction Documents, Written Plan for Facility Operations, and Final Financial and Narrative	February 1, 2024

All reports will be submitted electronically to Mike Brown and should reference Adult Wellness Center on all communication.

Grantee payments are always contingent upon Bentonville Revitalization's approval of Grantee's operations based on the above reports and the Bentonville Revitalization's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to Bentonville Revitalization that:
   a. Grantee is a governmental unit.
   b. Grantee will comply with all applicable laws and regulations.

7. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless Bentonville Revitalization and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by Bentonville Revitalization's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend Bentonville Revitalization as provided hereunder.

8. **Repayment, Rescission, and/or Termination:** Bentonville Revitalization, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:

a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
c. There is a material change in Grantee's key personnel that in the sole opinion of the Bentonville Revitalization adversely affects Grantee's management of the grant;
d. Grantee does not use funds for the purpose of this grant;
e. Bentonville Revitalization determines that Grantee will be unable to achieve the purposes for which the grant was made;
f. Bentonville Revitalization becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which Bentonville Revitalization believes pose a reputational risk to the Bentonville Revitalization, and for which Bentonville Revitalization determines Grantee has not taken immediate and effective remedial measures;
g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and Bentonville Revitalization, in its sole discretion, determines such investigation or allegation to be credible; or
h. Bentonville Revitalization determines that making any payment, in the judgment of Bentonville Revitalization, might expose Bentonville Revitalization to liability or adverse tax consequences.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. Bentonville Revitalization expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of Bentonville Revitalization's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by Bentonville Revitalization contact listed in the Contact paragraph of this document. Publicizing the grant and Bentonville Revitalization in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Bentonville Revitalization,Inc."

   Bentonville Revitalization may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Bentonville Revitalization communications including Bentonville Revitalization's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide Bentonville Revitalization with such items upon Bentonville Revitalization's reasonable request and hereby grants to Bentonville Revitalization and anyone acting under the authority of Bentonville Revitalization a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with Bentonville Revitalization's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for Bentonville Revitalization to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by Bentonville Revitalization of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** Bentonville Revitalization desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish Bentonville Revitalization or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact Bentonville Revitalization by email at mbrown@weimail.com. Please reference Adult Wellness Center in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing is not completed by May 31, 2023, Bentonville Revitalization will consider the Grantee to have declined the grant.

Bentonville Revitalization, Inc.

By:

David Short
President

By:

Nancy Leake
Secretary

City of Bentonville

By:

Mayor Stephanie Orman

cc: David Wright

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Fifteenth day of March in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

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

City of Bentonville
305 SW A
Bentonville, AR 72712

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

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

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

City of Bentonville Adult Wellness Center Addition
215 SW A
Bentonville, AR

The Construction Manager (if known):
(Name, legal status, address, and other information)

. To be determined

The Owner and Architect agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; 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; and A134–2019™ 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 without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to attached proposal letter dated January 25, 2023
.

§ 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.)

Project will be located at the existing Parks and Recreation Facility located in Downtown Bentonville, AR

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined

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

.1 Design phase milestone dates, if any:

To be determined

Init.

/

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User Notes:

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ **1.1.5** The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] 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.

§ **1.1.6** The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

None at this time

(Paragraphs deleted)
§ **1.1.8** The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Josh Stacey, Recreation Services Manager
City of Bentonville
1000 SW 14th
Bentonville, AR
Phone: 479-696-0204
jstacey@bentonvillear.com

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

None at this time

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

.1 Construction Manager:

Init. /

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User Notes: (2020946243)

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.To be determined

.2 Land Surveyor:

To be determined

.3 Geotechnical Engineer:

To be determined

.4 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

None at this time

§ **1.1.11** The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Jorge Andrade, Larry Perkin
Hight Jackson Associates PA
5201 W. Village Parkway, Suite 300
Rogers, AR 72758

§ **1.1.12** The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ **1.1.12.1** Consultants retained under Basic Services:

.1 Structural Engineer:

Engineering Consultants, Inc.
101 Parkwood Street, Ste B
Lowell, Ar 72745

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.2 Mechanical Engineer:

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

.3 Electrical Engineer:

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

.4 Civil Engineer:
Ecological Design Group, Inc.
216 W. Birch
Rogers, AR 72756

.5 Aquatic Designer:
Water Technology, Inc.
100 Park Ave, PO Box 614
Beaver Dam, WI 53916

.6 Architectural Consultant
Barker, Rinker, Seacat Architecture
3457 Ringsby Court, Unit 200
Denver, CO 80216

§ **1.1.12.2** Consultants retained under Supplemental Services:

None at this time

§ **1.1.13** Other Initial Information on which the Agreement is based:

None at this time

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

§ **1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document C106 – 2013 Digital Data Licensing Agreement to establish the protocols for the development, use, transmission, and exchange of digital data.

§ **1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document C106 – 2013 Digital Data Licensing Agreement 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.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

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

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect 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 Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's 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, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect

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discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment ..

§ 3.3 Schematic Design Phase Services

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

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

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

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

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

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

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

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Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ **3.4.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ **3.4.3** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ **3.5.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ **3.5.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ **3.5.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ **3.5.5** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ **3.6.1.2** Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Construction Manager

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

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

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.2 Architect's Additional Services

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

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

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

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.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

(Paragraph deleted)

.7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.9 Assistance to the Initial Decision Maker, if other than the Architect;

.10 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.11 Services necessitated by the Owner's delay in engaging the Construction Manager;

.12 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment and

.13 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment.

(Paragraphs deleted)

§ 4.2.4 Except for services required under Section 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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

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

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

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

(Paragraph deleted)

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

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

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

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

§ **5.13** The Owner shall include the Architect in all communications with the Construction Manager 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 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 Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates or the Guaranteed Maximum Price proposal that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and

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expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for dispute resolution but, in such event, mediation shall proceed in advance of dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

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

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction in Benton County, AR

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

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

To be negotiated

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.
§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)
One Million, One Hundred Forty-five Thousand Dollars & no/100 ($1,145,000.00)

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

In accordance with attached Hourly Rate Sheet

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

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In accordance with attached Hourly Sheet

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

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

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Construction Phase	Twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.
§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Refer to the attached Hourly Rate Sheet
(Table deleted)
§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 authorized out-of-town travel and subsistence;
.2 Permitting and other fees required by authorities having jurisdiction over the Project;
.3 Printing, reproductions, plots, and standard form documents;
.4 Postage, handling, and delivery;

(Paragraph deleted)

.5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.6 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.7 All taxes levied on professional services and on reimbursable expenses;

(Paragraphs deleted)

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.8.12 Other similar Project-related expenditures.

(Paragraph deleted)
§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

Not applicable at this time

§ 11.10 Payments to the Architect

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

National Prime Rate

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None at this time

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:
- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document C106-2013, Digital Data Licensing Agreement.

(Paragraphs deleted)
- .3 Other documents:

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User Notes:

(List other documents, if any, forming part of the Agreement.)

Hourly Rate Sheet
Proposal Letter dated January 25, 2023

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

City of Bentonville	[redacted]A
OWNER *(Signature)*	
Stephanie Orman, Mayor	Brian T. Jackson, President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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User Notes: (2020946243)

Hight Jackson
ASSOCIATES

January 25, 2023

City of Bentonville Parks Department
David Wright, Director
215 SW A Street
Bentonville, AR 72712

Re: City of Bentonville Parks Department Adult Wellness Center Addition

Dear David,

This letter serves as a proposal to perform Architectural Design Services for the proposed addition to the existing Parks and Recreation building to become the Adult Wellness Center located in Downtown Bentonville. It is anticipated that this will be designed and constructed in accordance with the previously completed feasibility study.
Our Architectural services will include producing Construction Drawings and Specifications that define the scope of work, Bidding and Negotiation services, and Construction Administration services through the completion of the project. Our fee includes Structural, Civil, Mechanical, Electric, & Plumbing Engineering, and Pool Design services.

Hight Jackson proposes to perform these services for a Lump Sum Fee of **$1,145,000**. Estimated printing, postage, review fees, travel, etc. are included in this lump sum fee as reimbursable costs of the project.

Please do not hesitate to contact Randall Hurban or myself if you have any questions. If you agree with this proposal, we will provide you with an AIA Document B104-2017 along with any City of Bentonville Purchasing Agreements to formalize our contract.

Thank you for considering Hight Jackson Associates to perform these services. We look forward to another great project!

Thank you,

[redacted]

Brian Jackson, President
Hight.Jackson.Associates

Hight Jackson
ASSOCIATES

January 1, 2023

HOURLY RATE SCHEDULE

Architect Principal	$180.00 / hour
Engineer Principal	$180.00 / hour
Project Manager	$140.00 / hour
Architect 1 *(more than 10 years)*	$150.00 / hour
Architect 2 *(more than 5, but less than 10 years)*	$130.00 / hour
Architect 3 *(less than 5 years)*	$120.00 / hour
Intern Architect 1 *(more than 5 years)*	$100.00 / hour
Intern Architect 2 *(less than 5 years)*	$85.00 / hour
Interior Designer 1	$95.00 / hour
Interior Designer 2	$75.00 / hour
Office Administrator	$80.00 / hour
Secretary 1	$60.00 / hour
Secretary 2	$50.00 / hour
Outside Consultants	Direct Cost x 1.2
Reimbursable Expense	Direct Cost

5201 Village Parkway, Suite 300 | Rogers, Arkansas 72758 | 479-464-4965 | www.hjarch.com

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HIGHT JACKSON ASSOCIATES FOR THE DESIGN AND DEVELOPMENT OF THE BENTONVILLE ADULT WELLNESS CENTER; ACCEPTING A GRANT FROM BENTONVILLE REVITALIZATION, INC. TO FUND SAID PROJECT; AMENDING THE 2023 BUDGET TO RECOGNIZE ONE MILLION TWO HUNDRED SIXTY THOUSAND TWO HUNDRED SIXTY-TWO DOLLARS ($1,260,262.00) IN GRANT FUNDS TO ACCOUNT #105030-33810 – LOCAL GRANTS; APPROPRIATING THE SAME INTO ACCOUNT #105030-47210 – PLANTS AND BUILDING; AND FOR OTHER PURPOSES.

WHEREAS, at its June 1, 2022 meeting, the Bentonville City Council approved the Bentonville Adult Wellness Center to become an official City project;

WHEREAS, Bentonville Parks and Recreation requests the acceptance of this Bentonville Revitalization, Inc. grant to fund design and development of the Bentonville Adult Wellness Center;

WHEREAS, Hight Jackson was selected through the City's RFQ process and this agreement retains its services moving into the next phase of the project; and

WHEREAS, there is no matching portion for this grant.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Hight Jackson Associates, for the design and development of the Bentonville Adult Wellness Center, in the amount of one million one hundred forty-five thousand dollars ($1,145,000.00);

Section 2: The Mayor and City Clerk are authorized to accept a grant from Bentonville Revitalization, Inc., in the amount of one million two hundred sixty thousand two hundred sixty-two dollars ($1,260,262.00), for said project;

Section 3: The 2023 Budget is adjusted to recognize one million two hundred sixty thousand two hundred sixty-two dollars ($1,260,262.00) of grant funds into Account #105030-33810 – Local Grants and appropriating the same to Account #105030-47210 – Plants and Building;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK