



City of Bentonville
Bentonville Utility Board Meeting
Tuesday, September 20th – 11:30 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: September 6th, 2022

New Business

1. Resolution – Transmission Line Engineering – Travis Matlock, PE (pages 2-19)
2. Ordinance and Bid Waiver– Transformers – Travis Matlock, PE (pages 20-22)
3. Water Dept Specification Revision – Beau Thompson (pages 23-25)
4. Adjournment



Agenda Item Form

Date of City Council Meeting	9/27/2022
Department	Electric
Submitted by	Traivs Matlock
Phone	479-271-5941

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 enter into an agreement with Allgeier, Martin and Associates, Inc. for engineering services for a transmission line connection between "G" Sub and "I" Sub for \$258,925.					

Estimated Cost	\$258,925.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



MEMORANDUM

DATE: September 27, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Transmission Line Engineering Services

Electric Dept. staff recommends entering into a contract with Allgeier, Martin and Associates, Inc. for \$258,925 to perform engineering services on a transmission line connection between "G" Sub and "I" Sub. This is a 2022 budgeted item.

Both "G" Sub and "I" Sub are fed by radial transmission lines from the SWEPCO Point of Delivery. This tie line will give BEUD personnel the ability to feed both from either direction. This will increase the reliability in the SW section of town.

**MASTER AGREEMENT BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
(Retainer Contract)**

THIS MASTER AGREEMENT ("Agreement"), made _____, 2022 between The City of Bentonville, AR, an Arkansas Municipal ("Owner") and Allgeier, Martin and Associates, Inc., a Missouri corporation, ("Engineer");

WITNESSETH:

Whereas, the Owner owns and operates a Municipal Electric system and desires the Engineer to perform requested engineering services; and

Whereas, the Engineer agrees that it has personnel and equipment to perform agreed engineering services.

Now, therefore, in consideration of the mutual undertakings herein contained, the Owner and the Engineer agree as follows:

ARTICLE I – SERVICES TO BE PERFORMED

Section 1. SERVICES AND WORK STATEMENTS

During the term of this Agreement, the Owner will issue work statements ("Work Statements") to the Engineer requesting the Engineer's services ("Services"), including reports, plans, specifications and other documents for a project ("Project"), as described in the Work Statements. When fully executed, each Work Statement will become a part of this Agreement and incorporated herein by reference.

Section 2. STANDARD OF CARE

The Engineer shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report or opinion produced pursuant to this Agreement.

Section 3. ADVICE

If provided in a Work Statement, the Engineer shall advise the Owner by telephone or correspondence at such times and with respect to such engineering problems as the Owner may request, provided advice on such problems can reasonably be given of the basis of the Engineer's knowledge of the Owner's system, studies, maps and other information furnished by the Owner.

Section 4. OPINIONS OF COST AND SCHEDULE

Since the Engineer has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet Project schedules, the Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. The Engineer does not guarantee that proposals, bids or actual Project costs will not vary from the Engineer's cost estimates or that actual schedules will not vary from the Engineer's projected schedules.

Section 5. SITE VISITS

If and to the extent provided in a Work Statement, the Engineer shall visit the Project to observe the construction work and become generally familiar with the progress and quality of the work completed, for the purpose of determining, in general, if the work observed is being performed in a manner indicating that, when fully completed, the work will be in accordance with the applicable Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will report to the Owner any deficiencies observed in the work.

Section 6. INTERPRETATIONS AND DECISIONS

If provided in a Work Statement, the Engineer shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or construction contractor ("Contractor"). Interpretations and decisions of the Engineer shall be consistent with the intent of, and reasonably inferable from, the Contract Documents. When making such interpretations and decisions, the Engineer shall endeavor to secure faithful performance by both the Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

Section 7. CONSTRUCTION CONTRACT

Before executing any contract for construction, the Owner shall coordinate the Engineer's duties and responsibilities set forth in the contract for construction with the Engineer's services set forth in this Agreement. The Owner shall provide the Engineer a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. The Engineer's construction phase services shall not be modified or reduced except by written modification to this Agreement signed by the Owner and the Engineer.

Section 8. RESPONSIBILITY FOR CONSTRUCTION

The Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with any Project; (2) the failure of any Contractor, subcontractor, vendor or other Project participant, not under contract to the Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations and codes; (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to the Engineer in the referenced documents.

Section 9. CONTRACTOR'S APPLICATIONS FOR PAYMENT

The Engineer's approval of an application for payment submitted by the Contractor shall mean that, to the best of the Engineer's knowledge and information, the construction work has progressed to the point represented by the Contractor and it appears to comply with applicable Contract Documents. The Engineer will not be required to perform a detailed audit of the application or determine how or for what purpose the Contractor has used monies previously paid by the Owner.

Section 10. SUBMITTALS

The Engineer will review any Contractor submittals within a reasonable time for the purpose of checking for conformance with the design concept expressed in the applicable Contract Documents. The Engineer shall not be responsible for approving or determining the accuracy or completeness of items that are Contractor's responsibility, such as dimensions, quantities, means, methods, techniques, sequences, safety precautions, and installation or performance of equipment or systems. Approval of an item shall not indicate approval of an assembly of which the item is a component. The Engineer shall not be responsible for any requested deviations from the Contract Documents not specifically brought to the attention of the Engineer in writing by the Contractor and the Contractor and Owner must sign a Change Order to modify the Contract Documents.

Section 11. CONTRACTOR'S DESIGN SERVICES

If the Contract Documents require the Contractor to provide professional design services or certification by a design professional, the Engineer shall review and take appropriate action on any such submittals, but the Engineer's review thereof shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer 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.

Section 12. ADDITIONAL SERVICES

The Engineer shall, upon receipt of reasonable notice from the Owner, promptly furnish such additional engineering Services as the Owner may request and the Engineer agrees.

ARTICLE II – COMPENSATION

Section 1. RATES

The Owner shall pay the Engineer based on amounts and payment schedules established in each agreed upon Work Statement. The Owner shall pay the Engineer for any and all work not described in the Work Statements based on the Engineer's hourly labor and expense rates at the time the service is performed.

Section 2. INVOICE SUBMITTAL

The Engineer shall submit an invoice as set forth on the Work Statement.

Section 3. PAYMENT

Each invoice will be due upon receipt. The Owner agrees to pay the Engineer within 30 days of the invoice date. The Owner agrees to pay the Engineer a late charge of 1.5 percent per month or the maximum amount allowed by law, if less, on all amounts remaining unpaid, starting on the 30th day following the invoice date. The Owner agrees to pay the late charge without further invoicing from the Engineer.

Section 4. PAYMENT DISPUTES

In the event the Owner questions some element of an invoice, that fact shall be made known to the Engineer immediately. The Engineer will help effect resolution and transmit a revised invoice as necessary. Amounts not reasonably disputed by the Owner shall be promptly paid to the Engineer in accordance with the above payment procedures.

Section 5. NONPAYMENT

In the event of nonpayment of an undisputed amount the Engineer may discontinue further Services and the Owner shall be liable for any collection costs of the Engineer, including reasonable attorney's fees.

ARTICLE III – LIABILITY

Section 1. GENERAL

Having considered the potential liabilities that may exist during the performance of the Services, the benefits of a Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, the Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

Section 2. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

To the fullest extent permitted by law, the Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages, including, without limitation, loss of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, arising out of, resulting from, or in any way related to this Agreement, the Work Statements, or the Projects.

Section 3. BETTERMENT

If the Engineer negligently omits from its design a required component of the Project, the Owner will be responsible for the amount it would have paid if the item had been properly included by the Engineer in its design. In addition, the Engineer will not be responsible for any upgrade or enhancement of an item.

Section 4. ACCRUAL OF CAUSES OF ACTION.

Causes of action between the parties shall accrue, and applicable statutes of limitation shall begin to run, the date that the Engineer's Services are substantially complete under this Agreement.

Section 5. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF THE PROJECT TO BOTH THE OWNER AND THE ENGINEER, TO THE FULLEST EXTENT PERMITTED BY LAW AND FOR ADEQUATE CONSIDERATION, THE TOTAL LIABILITY OF THE ENGINEER AND ITS AGENTS,

EMPLOYEES, AND CONSULTANTS, TO THE OWNER FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, DAMAGES, FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION, IN ANY WAY PERTAINING TO OR ARISING OUT OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES ACTUALLY RECEIVED BY THE ENGINEER HEREUNDER.

ARTICLE IV – INSURANCE

Section 1. COVERAGE

During the performance of the Services under this Agreement, the Engineer shall maintain the following insurance:

- a) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$1,000,000 for each occurrence.*
- b) Professional Liability Insurance, with limits of not less than \$5,000,000 per claim and \$5,000,000 annual aggregate.*
- c) General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.*
- d) Automobile Liability Insurance, with combined single limits of \$1,000,000 for each accident.*

Section 2. CERTIFICATES OF INSURANCE

The Engineer shall, upon written request, furnish the Owner certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least ten (10) days' written notice to the Owner.

Section 3. ADDITIONAL INSURED

If Services are to be performed in the construction phase of a Project, the Owner will require all Contractors to include the Owner and Engineer as additional insureds on their General Liability and Automobile Liability insurance policies, and to defend, indemnify and hold harmless the Owner and Engineer to the extent of each Contractor's negligence or breach of contract.

Section 4. MUTUAL WAIVER OF SUBROGATION.

The Owner and the Engineer waive all rights, including rights of subrogation, against each other, the Contractor, and their respective consultants, agents, and employees for damage to property, except such rights as they may have to the proceeds of such insurance. Each party will verify that all property insurance policies are properly written or endorsed so as to effectuate this waiver of subrogation. The Owner and Engineer, as appropriate, shall require of the Contractor and their respective consultants, agents and employees similar waivers in favor of the other parties enumerated herein.

ARTICLE V – DISPUTE RESOLUTION

Section 1. NON-BINDING MEDIATION

The Owner and Engineer will attempt to resolve any claim, dispute or other matter in question arising out of or related to this Agreement by non-binding mediation as a condition precedent to any litigation. The mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.

Section 2. MEDIATION PROCEDURES

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. An agreement reached in mediation shall be enforceable as any settlement agreement in a court having jurisdiction thereof.

ARTICLE VI – OTHER PROVISIONS

Section 1. OWNER’S CONSULTANTS

Unless otherwise indicated, consultants retained by the Owner shall be licensed professionals, who shall affix their seals on the appropriate documents prepared by them. The contracts between the Owner and the Owner’s consultants shall require the consultants to coordinate their drawings and other instruments of service with those of the Engineer and to advise the Engineer of any conflict. The Engineer shall have no responsibility for the components of the Project designed by the Owner’s consultants. Review by the Engineer of the consultants’ drawings and other instruments of service is solely for consistency with the Engineer’s design concept for the Project. The Engineer shall be entitled to rely upon the technical sufficiency and timely delivery of documents and services furnished by the Owner’s consultants, as well as on the computations performed by those consultants in connection with such documents and services. The Engineer shall not be required to review or verify those computations or designs for compliance with applicable laws, statutes, ordinances, building codes, and rules and regulations, or certify completion or payment for the Work designed by the Owner’s consultant.

Section 2. NON-DISCLOSURE

The Engineer agrees not to divulge to third parties, without written consent from the Owner, any confidential or proprietary information obtained from or through the Owner in connection with the performance of the Agreement.

Section 3. INSTRUMENTS OF SERVICE

All documents, including but not limited to, drawings, specifications and computer software prepared by the Engineer as part of the Services are the Engineer’s instruments of service (“Instruments of Service”). All Instruments of Service shall remain the property of the Engineer; provided, however, that the Owner shall be provided copies for their records and maintenance of the Project facilities.

Section 4. REUSE OF INSTRUMENTS OF SERVICE AND INDEMNIFICATION

The Engineer does not intend or represent that its Instruments of Service are suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner’s sole risk and without liability or legal exposure to the Engineer. The Owner shall defend, indemnify and hold harmless the Engineer against all claims, losses, damages, injuries and expenses, including reasonable attorneys’ fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle the Engineer to additional compensation at rates to be agreed upon by the Owner and Engineer.

Section 5. DELAY IN PERFORMANCE

Neither the Owner nor the Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots and other civil disturbances; strikes, lockouts, work slowdowns and other labor disturbances; sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses or services required to be provided by either the Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

Section 6. REQUESTED DOCUMENTS

If the Owner requests that the Engineer sign certifications or other documents for the Owner or other parties (such as lenders or potential buyers), the Owner shall provide the Engineer with copies of all such documents to be signed at least ten (10) days in advance of the requested date of execution. The Engineer shall not be required to sign any certification or document requiring knowledge or responsibilities beyond the scope of services as defined in this Agreement.

Section 7. NOTICE OF DEFICIENT PERFORMANCE

The Owner shall provide written notice to the Engineer within ten (10) days after the Owner becomes aware of any fault or defect in the Engineer's services or an alleged breach of this Agreement by the Engineer, including, but not limited to, errors, omissions or inconsistencies in the Instruments of Service.

Section 8. WAIVER

A waiver by either the Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Section 9. SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Section 10. SUCCESSORS AND ASSIGNS

The Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all provisions of this Agreement.

Section 11. ASSIGNMENT

Neither the Owner nor the Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent the Engineer from employing independent consultants, associates and subcontractors to assist in the performance of the Services.

Section 12. THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Owner and Engineer.

Section 13. TERMINATION

This Agreement may be terminated by either party, upon written notice, in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Owner may terminate or suspend performance of this Agreement for the Owner's convenience upon written notice to the Engineer. The Engineer shall terminate or suspend performance of the Services on a schedule acceptable to the Owner. If termination or suspension is for the Owner's convenience, the Owner shall pay the Engineer for all the Services performed and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Engineer's compensation.

Section 14. NOTICES

Notices given by either party to the other are deemed served if delivered in person at the office of the representative designated below, or such representative subsequently named in writing to act for the respective party, or mailed to the representative, properly stamped with the required postage and addressed to the office of such representative, as follows:

OWNER:
CLIENT
Attn: ***CONTACT***
ADDRESS
ADDRESS
Phone: ***PHONE***
FAX: ***FAX***

ENGINEER:
Allgeier, Martin and Associates, Inc.
Attn: Steven C. McNabb, P.E.
7231 East 24th Street
Joplin, MO 64804
Phone: (417) 680-7200
FAX: (417) 680-7300

IN WITNESS WHEREOF, the Owner and Engineer have executed this Agreement.

OWNER

By: _____

Name: _____

Date: _____

ATTEST:

ALLGEIER, MARTIN AND ASSOCIATES, INC.

By: _____

Name: Steven C. McNabb

Date: _____

ATTEST:

City of Bentonville Arkansas

2022 Sub “G” to Sub “I” 161kV Transmission Line

Engineering Proposal Work Statement

1. Statement of Project

1.1. The City of Bentonville (City) desires to have a new 161kV transmission line constructed between substations G and I. The exact route is unknown, but is expected to be approximately 2.6 miles in length. The work assumes a single pole 161kV design with double circuit distribution underbuild. While the line is expected to generally follow public rights of way, the work includes assistance with procurement with easements if needed.

1.2. Potential routes are shown on the attached map.

1.3. Materials

1.3.1. Pole material will be galvanized, pre-engineered standard class tangent and site-specific engineered angle and deadend steel poles.

1.4. Design Parameters

1.4.1. Loadings and line design shall be based upon RUS Bulletin 1724E-200 for heavy loading district.

1.4.2. Steel poles will be designed based upon RUS Bulletins 1724E-204 and 1724E-214.

1.5. Environmental Studies

1.5.1. Environmental studies, reports, assessments, etc., if necessary, will be conducted and prepared by others and are not included in this work statement.

1.6. Line conductor.

1.6.1. All transmission conductors will be _____.

1.6.2. Overhead shield wire will be _____.

1.6.3. Distribution under build conductors for circuit 1 will be _____.

1.6.4. Distributions under build conductors for circuit 2 will be _____.

2. Services and Deliverables to be Provided by AMA:

2.1. Routing

2.1.1. Evaluate reasonable routes connecting the two substations. Conceptional cost estimates giving an opinion of the relative cost difference between two final options will be provided if needed. (Factors other than cost may be the major factor in route choice).

2.2. Substation connections

2.2.1. Evaluate options for transmission connections and sectionalizing such as adding breakers, etc. at substations G & I. This work is limited to providing engineering opinion of reasonable options, advantages and disadvantages of each and an opinion of construction cost for each option.

2.3. Geotechnical Services

- 2.3.1. Soil testing at specific locations along the route of the transmission line will be required. AMA will prepare specifications and assist the City with procurement of Geotechnical Services. Testing is expected to be needed at each turn and any area with suspect soil conditions.
- 2.4. Permitting Support
 - 2.4.1. Produce drawings and exhibits for highway permits and utility crossings.
- 2.5. Surveying
 - 2.5.1. AMA will gather topographical and aerial obstacle information in the form of LIDAR and/or ground based survey for the transmission line in such a manner that is compatible with PLS-CADD software.
 - 2.5.2. Provide surveying services for staking centerline foundations (if applicable), structures and anchors for construction.
 - 2.5.2.1 Two trips for staking are included in the proposal (one each for foundations and structures).
 - 2.5.3. AMA will not be held responsible for crop, lawn or other damages resulting from performing survey, right-of-way, or other activities associated with the project scope.
 - 2.5.4. AMA shall contact BEUD and obtain approval before any cutting of trees or limbs.
- 2.6. Right-of-Way Procurement
 - 2.6.1. The line is generally expected to be constructed on existing Rights-of-Way, however, a small number of easements may be needed.
 - 2.6.2. Provide title search for each tract.
 - 2.6.3. Review deeds to see if they appear to reasonably cover the corridor through office review. Survey of property lines is not included in this work statement.
 - 2.6.4. Provide surveyed legal descriptions of the centerline with plats for exhibits to the Easements. This assumes the right-of-way is cleared and passable with a side-by-side UTV.
 - 2.6.5. Prepare easement centerline legal description and plat drawing for each easement "Exhibit A" in the form attached to this document.
 - 2.6.6. Prepare easement documents using form provided and approved by the City.
 - 2.6.7. Determine the easement area acreage and compensation for parcel, based on values established by the City.
 - 2.6.8. AMA will provide right-of-way agent(s) to open dialogue with each property owner to determine their willingness to participate and present the fair value offer determined by the City in exchange for easement participation. Communication with property owners will include face-to-face conversations, telephone calls, written and e-mail correspondence, and other forms of communication which will be noted and maintained in individual owner files.
 - 2.6.9. In-person visits with each local property owner, up to four (4) times, to acquire a signed easement. In person visit requirements will cease in the event of actions such as landowner obtaining an attorney, notification by a landowner not to return, etc. Contacts with non-local property owners will not be in person.

- 2.6.10. Notify the City of parcels in which a reasonable settlement cannot be reached, and further negotiations will be required to be conducted by the City.
- 2.6.11. Payment to the landowner for the purchase of the rights will be made by the City.
- 2.6.12. Record fully executed supplemental easements within twenty-five (25) days of signing, with the proper County recorder of Deeds.
- 2.6.13. AMA will secure any required IRS W-9 tax information. Delivery of this information will be required to be in person from AMA to the City.
- 2.6.14. The city will prepare and mail IRS 1099 forms to all Owners that grant easements.
- 2.6.15. No subordinations will be required.
- 2.6.16. All records, notes, secured supplemental easements and problem parcel information will be handed over to the City at the completion of the project.
- 2.6.17. Costs incurred for parcels requiring the use of eminent domain have not been included in the proposal.
- 2.7. Design - General
 - 2.7.1. Conduct a preliminary scoping meeting with the City to determine the project parameters.
 - 2.7.2. Develop design criteria and specifications for the City's review.
 - 2.7.3. Provide a structure family and line design.
 - 2.7.3.1 There will be no revisions to the structure family once an agreed upon structure type has been established.
 - 2.7.4. Provide design submittals for the City 's review at 30, 60 and 90 percent of completion. Each submittal will include a KMZ file with detail appropriate for that submittal.
 - 2.7.4.1. 30% design submittal will generally consist of:
 - 2.7.4.1.1. Design Data containing the following information.
 - 2.7.4.1.1.1. Conductor data
 - 2.7.4.1.1.2. Design loads
 - 2.7.4.1.1.3. Clearances
 - 2.7.4.1.1.4. Insulator selection and insulator swing charts
 - 2.7.4.1.1.5. Structure data for family of structures
 - 2.7.4.1.2. General materials for assembly units
 - 2.7.4.2. 60 % design submittal will generally consist of:
 - 2.7.4.2.1. Preliminary alignment review
 - 2.7.4.2.2. Structure spotting review
 - 2.7.4.3. 90% design submittal will generally consist of:
 - 2.7.4.3.1. Steel pole list and specifications
 - 2.7.4.3.2. Foundation reactions
 - 2.7.4.3.3. PLS-CADD model review
 - 2.7.4.3.4. Assembly unit specifications
 - 2.7.4.3.5. Caisson Foundation design (if applicable)
 - 2.7.5. Produce a construction drawing set as described below:
 - 2.7.5.1. Cover page
 - 2.7.5.2. Index page with a legend for symbols and various detail notes

2.7.5.3. Route diagram

2.7.5.4. Plan and profile sheets and accompanying drawings with notes and the following:

- 2.7.5.4.1. Each sheet shall state the design tension criteria used for conductor, OPGW and/or OHGW
- 2.7.5.4.2. Each sheet shall include an aerial image denoting structure locations and PI's
- 2.7.5.4.3. Each structure shall have a station location, structure number, framing assembly, guying and grounding and other assembly units shown.
- 2.7.5.4.4. PI's shall be indicated on the plan and profile grid chart and aerial image
- 2.7.5.4.5. Pole embedment depth shall be shown if other than standard.
- 2.7.5.4.6. Span lengths between structures shall be indicated.
- 2.7.5.4.7. Conductor hardware details. Each type of connection detail shall be shown with a list of materials. General notes shall be included.
- 2.7.5.4.8. OPGW or OHGW hardware details. Each type of connection detail shall be shown with a list of materials. General notes shall be included.
- 2.7.5.4.9. Guying hardware details. Each type of connection detail shall be shown with a list of materials. General notes shall be included.
- 2.7.5.4.10. Conductor dampers (if required). Each type of connection detail shall be shown with a list of materials. General notes shall be included.
- 2.7.5.4.11. OPGW or OHGW dampers (if required). Each type of connection detail shall be shown with a list of materials. General notes shall be included.
- 2.7.5.4.12. Direct embed foundations. A detail for each type of embedment method used shall be included. General notes shall be included.
- 2.7.5.4.13. Guying details. Each type of guying detail used shall be shown. General notes shall be included.
- 2.7.5.4.14. Drilled shaft foundations (if applicable). Each type of drilled concrete foundation type shall be included. General notes shall be included. Foundation details shall include list of materials for rebar, concrete volume, and anchor bolts.
- 2.7.5.4.15. Sag and stringing. All charts shall be included for all conductor, OPGW and OHGW installations.
- 2.7.5.4.16. Phasing diagram. A phasing diagram indicating the orientation and phasing on structures along the line.
- 2.7.5.4.17. At project conclusion, AMA will provide the City one (1) complete hardcopy set of the design package as well as an electronic set. The electronic version of the design data book will be Adobe pdf and the plan and profile drawings shall be in Adobe format as well as a DWG format.

2.7.6. Produce a design data book generally summarizing design parameters.

2.8. Material & Services Procurement

- 2.8.1. Produce material lists to facilitate procurement of materials to be furnished by the City. The City will provide all conductor sizes for lines, taps and other existing connections.
 - 2.8.1.1. Prepare bid documents for procurement of transmission material not stocked by the city.
 - 2.8.1.2. This work statement is based on one materials contract and one vendor.
 - 2.8.1.3. Review bids and make recommendation for acceptance.
- 2.8.2. Prepare specifications and bid documents to facilitate procurement of project structures.
 - 2.8.2.1. The proposal is based on one steel pole contract and vendor.
 - 2.8.2.2. Review bids and make recommendation for acceptance.
 - 2.8.2.3. Review approval drawings for steel poles. This work statement covers an initial review of drawings and review of the subsequent submittal addressing any comments made. Any additional review will be performed at hourly rates included in this work statement.
- 2.8.3. Provide assistance with procurement of geotechnical services.
- 2.9. Line Construction Contract
 - 2.9.1. Prepare transmission line construction RFP and contract documents and specifications.
 - 2.9.1.1. The proposal is based on one construction contract based on AMA standard form provided with the RFQ or document provided by the City.
 - 2.9.2. Provide an engineer's opinion of probable cost for the line construction.
 - 2.9.3. Prepare a list of bidders (subject to the City's approval) for transmission line construction contract and review bids received.
 - 2.9.4. Prepare closeout to document final payment due to the Contractor and record drawings from field notes.
- 2.10. Construction Observation (Not included)
 - 2.10.1. Provide construction observation by one on-site person (Project Representative I) based on a construction time not exceeding _____.
- 2.11. Contract Administration
 - 2.11.1. Administer the transmission line construction contract, including conducting a preconstruction meeting, working with the contractor and the City through the construction process and conducting one, one-day site visit. (Additional site trips by the engineer would be based on time and expense)
 - 2.11.2. Approve each monthly estimate of the Contractor prior to payment by the City.
- 3. Miscellaneous
 - 3.1. Attend on-site meetings at the City's offices
 - 3.1.1. Preliminary scoping meeting and standard materials discussion.
 - 3.1.2. Review and selection of final Route
 - 3.1.3. Pre-Bid meeting
 - 3.1.4. Preconstruction conference
 - 3.1.5. Additional site trips will be based on need and billed according to the AMA classification for schedule in place at the time of the service is provided.
- 4. Compensation and Payment
 - 4.1 Compensation (Substation and Right-of-Way addressed separately)

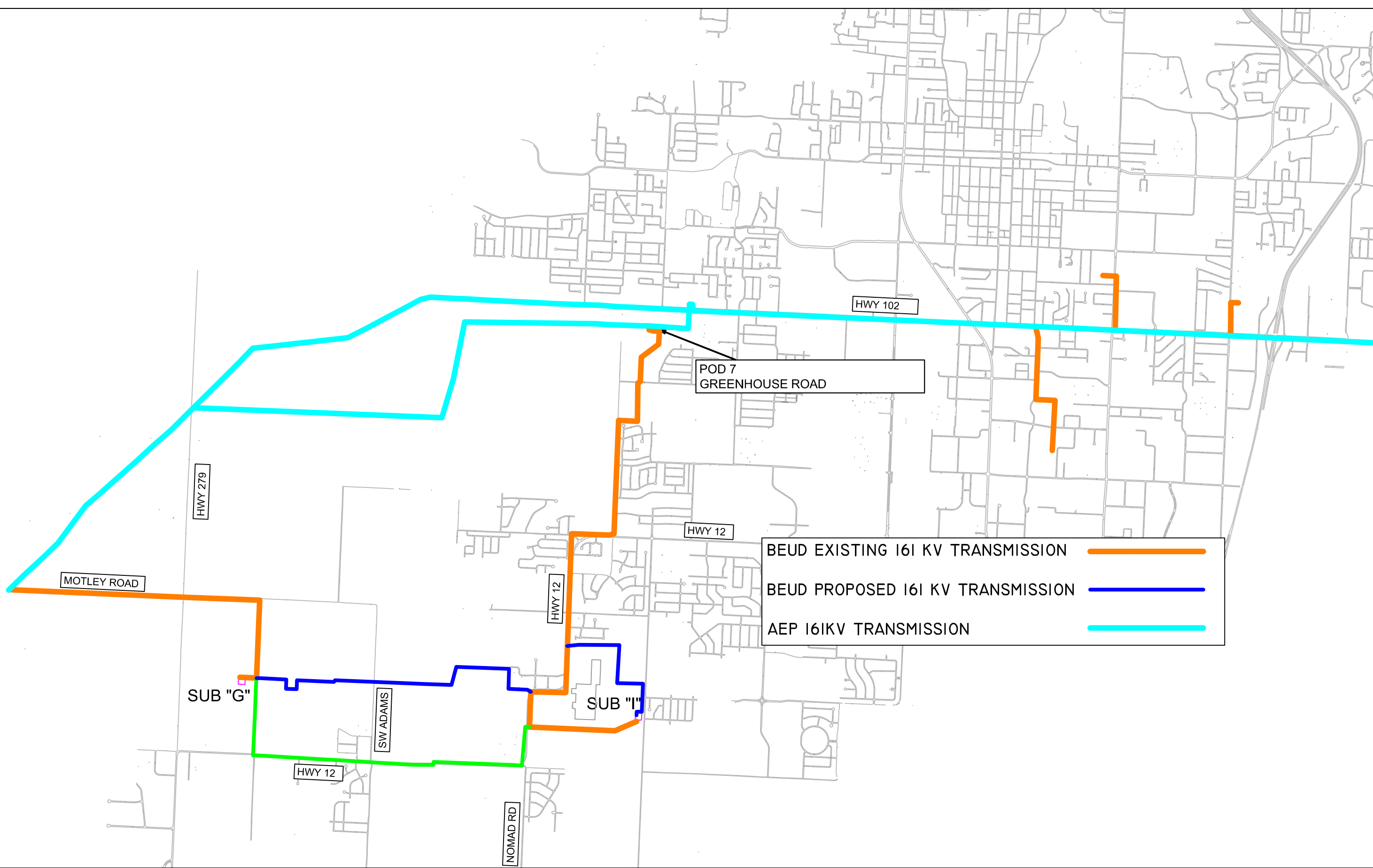
- 4.1.1 The Engineer shall be compensated and paid in the Lump Sum amount of \$242,000.00 for services described in this Proposal – Work Statement less Sections 2.2 & 2.6 which are priced separately.
- 4.1.2 The Engineer shall be compensated and paid in accordance with the attached 2022 Classification Rate Table plus expenses for additional work and services provided outside of the scope of work. Such work shall be approved by the City prior to any work being performed. The classification rate table shall be subject to adjustment at the beginning of each calendar year.
- 4.2 Payment Schedule (Substation and Right-of-Way addressed separately)
 - 4.2.1 Payments shall be invoiced and paid, % of contract value, as follows
 - 4.2.1.1 Completion of Engineering Survey 10%
 - 4.2.1.2 Completion of 30% design 30%
 - 4.2.1.3 Completion of 60% design 25%
 - 4.2.1.4 Completion of award of Construction Contract 25%
 - 4.2.1.5 Construction completion 5%
 - 4.2.1.6 Submission of Closeout documents for construction contract to Contractor and City for review 2%
 - 4.2.1.7 Submission of Final Record drawings 3%
 - 4.2.1.8 Approved contract extra work, services or change orders Billed monthly as services are provided
- 4.3 Compensation (Right-of-Way Procurement)
 - 4.3.1 The Engineer shall be compensated \$4,425.00 dollars per tract for services described in the Proposal-Work Statement, Right-of-Way procurement Section 2.6. The Engineer shall be compensated for a minimum of three tracts if less than three tracts are required.
 - 4.3.2 The Engineer shall be compensated and paid in accordance with the attached 2022 Classification Rate Table plus expenses for additional work and services provided outside of the scope of work. Such work shall be approved by the City prior to any work being performed. The classification rate table shall be subject to adjustment at the beginning of each calendar year.
- 4.4 Payment Schedule (Right-of-Way Procurement)
 - 4.4.1 Payments shall be invoiced and paid, as follows
 - 4.4.1.1 Completion of contacts for first tract 3 x unit price
 - 4.4.1.2 Completion of contacts for each additional tract 1 x unit price
 - 4.4.1.3 Approved contract extra work, services or change orders Billed monthly as services are provided

4.5 Compensation (Substation)

- 4.5.1 The Engineer shall be compensated and paid in the Lump Sum amount of \$12,500.00 for services described in this Proposal – Work Statement Section 2.2.
- 4.5.2 The Engineer shall be compensated and paid in accordance with the attached 2022 Classification Rate Table plus expenses for additional work and services provided outside of the scope of work. Such work shall be approved by the City prior to any work being performed. The Classification rate table shall be subject to adjustment at the beginning of each calendar year.

4.6 Payment Schedule (Substation)

- 4.6.1 Payments shall be invoiced and paid, % of contract value, as follows
 - 4.6.1.1 Completion of Preliminary Engineering Report 50%
 - 4.6.1.2 Completion of Final Engineering Report 50%
 - 4.6.1.3 Approved contract extra work, services or change orders Billed monthly as services are provided



BEUD EXISTING 161 KV TRANSMISSION

BEUD PROPOSED 161 KV TRANSMISSION

AEP 161KV TRANSMISSION

			REVISION	SCALE: NTS		PROPOSED 161KV TRANSMISSION TIE LINE
				DATE: 6/28/22		
				DRAWN: WDT		
				DESIGNED: WDT		
				REVISION:		SUB "G" TO SUB "I"

EXHIBIT "A"

PART OF THE NW 1/4
SEC. ##-T##N-R##E
COUNTY, MO.



NOT TO SCALE

LEGEND

- FOUND IRON PIN
- — — PROPOSED CENTERLINE
- — — EASEMENT LINE
- - - - SECTION LINE

TRACT #
EXAMPLE

LANDOWNER INFORMATION AND OR NAME

DEED BOOK #### PAGE ####

EASEMENT DESCRIPTION:

THE EASEMENT HEREIN GRANTED WILL BE A MAXIMUM OF 100 FEET WIDE AND LIE 50 FEET EACH SIDE UNLESS ADJUSTED TO PROPERTY LINE OF THE FOLLOWING DESCRIBED CENTERLINE AS CONSTRUCTED (SIDELINES ARE LENGTHENED OR SHORTENED AS REQUIRED TO END ON GRANTOR'S BOUNDARY)

COMMENCING AT A FOUND IRON PIN LOCATED AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION ##, TOWNSHIP ## NORTH, RANGE ## EAST, #### COUNTY, MISSOURI;

THENCE N88°13'34"E, A DISTANCE OF 1262.26 FEET MORE OR LESS TO THE INTERSECTION OF THE CENTERLINE AS CONSTRUCTED AND GRANTOR'S APPARENT BOUNDARY ALSO BEING THE POINT OF BEGINNING; THENCE N00°51'54"W ALONG SAID CENTERLINE, 30.12 FEET MORE OR LESS TO A POINT OF DEFLECTION; THENCE N00°28'32"W ALONG SAID CENTERLINE, 763.95 FEET MORE OR LESS TO THE GRANTOR'S APPARENT BOUNDARY AND TERMINUS POINT.

###.## LINEAR FEET APPROX. ## ACRES MORE OR LESS

THIS EXHIBIT DOES NOT DEPICT A BOUNDARY SURVEY BUT DEPICTS APPARENT OWNERSHIP LINES AND WAS PREPARED EXCLUSIVELY FROM INSTRUMENTS OF RECORD AND IS SUBJECT TO ALL RESTRICTIONS, EASEMENTS OR RIGHT-OF-WAYS, IF ANY.

##-##-##

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

LAND SURVEYING CERTIFICATE
MISSOURI NO. 000081



ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS

7231 EAST 24TH STREET
JOPLIN, MISSOURI 64804 (417) 680-7200

MISSOURI P.L.S. #-----
AGENT FOR ALLGEIER, MARTIN and ASSOCIATES, INC.

##-##-##

REVISION

APPROX.
OVERHEAD
ELECTRIC

N00°28'32"W
763.95'

P.O.D.

N00°51'54"W
30.12'

P.O.B.

FOUND IRON PIN

N88°13'34"E
1262.26'

NE CORNER S1/2 LOT 1 NW 1/4
SEC. ##, T##N, R##E
COUNTY, MO.



Agenda Item Form

Date of City Council Meeting	9/27/2022
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance waiving the requirements for competitive bidding and entering into an agreement with Techline for to purchase 3-phase transformers in the amount of \$64,947.00 plus applicable taxes.					

Estimated Cost	\$64,947 plus tax
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



MEMORANDUM

DATE: SEPTEMBER 27, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: TRANSFORMERS

The City of Bentonville recommends waiving the requirements for competitive bidding and enter into an agreement with Techline to purchase 3-phase UG transformers in the amount of \$64,947.00 plus applicable taxes.

With current supply chain issues and the rate at which commodities are changing, Bentonville staff has a made a decision to obtain 3 quotes and waive the requirements for competitive bidding. The bid process takes an extra 2 weeks, making the total time to purchase wire approximately 1 month due to the Utility Board and City Council schedules. The possibility exists that the price will dramatically change during this month. The process staff establish still ensures we will get the lowest price, but does not add the extra time.

The OH wire prices/lead time is not being affected the same way UG wire, transformers, or junction boxes.

These transformer are for specific projects that have recently been approved.



Agenda Item Form

Date of Utility Board Meeting	9/20/2022
Department	Water Utilities
Submitted by	Beau Thompson
Phone	(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):					
Staff is recommending the City Council approve of an Ordinance to amend Article. 98-703(c)6 of the Municipal Code. The request includes the amendment to the Water Utilities Department Specifications, Water Distribution System Materials. The amendment to Section 98-703 Water Distribution System Material will add Crosslinked Polyethylene Pressure Tubing (PEX) to the allowed pipe materials.					

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



Memo

To: Utility Board
From: Beau Thompson, Kevin Alsup
CC: Mike Bender
Date: September 8, 2022
Re: Water Utilities Department Specifications amendment



Staff is requesting approval of an amendment to the Water Utilities Department Specifications, a section within Article 98-VI of the Municipal Code. The amendment will add Crosslinked Polyethylene Pressure Tubing (PEX) to the allowed pipe materials within section 12.6 in addition to the currently permitted Polyethylene pipe (PE). The PEX material is a more reliable and a resilient material that should reduce maintenance cost and time spent on repairs in the future.

The ordinance amendment will make “PEX” installation optional for newly constructed subdivisions, additionally, it will allow Bentonville Water Utilities the ability to purchase and warehouse a supply of the tubing for new service installations and repairs to existing service lines.

The amendment is needed after experiencing an increase in service line leaks throughout the city on the existing Polyethylene pipe. The existing PE pipe is easily kinked or damaged during installation which results in a leak several years later. The PEX tubing is more forgiving after it is kinked and harder on the outside which helps prevent abnormal wear due to inappropriate bedding or installation.

Thank you for your consideration of this request.

Beau Thompson

EXHBIT 'A'
Section 97-703(C)(6) of the City of Bentonville Municipal Code.

PROPOSED AMENDMENT

12.6 **POLYETHYLENE PIPE**

- 12.6.1 Polyethylene Pressure Pipe and Tubing (PE) shall conform to ANSI/AWWA C901 with a MINIMUM pressure class rating of 200 psi and a DR rating of 9.
- 12.6.2 Crosslinked Polyethylene Pressure Tubing (PEX) shall conform to ANSI/AWWA C904 with a MINIMUM pressure class rating of 200 psi and a DR rating of 9.
- 12.6.3 All service line pipes will be 1” unless otherwise specified by the DEPARTMENT. In no case shall stainless steel inserts be used with the installation of poly tubing service lines. If inserts are needed, the use of a plastic insert will be acceptable and approved at product submittal. In no case shall the insert extend passed the compression cap of the corporation stop when fully tightened.

CURRENTLY ADOPTED

12.6 **POLYETHEYLENE PIPE (PE)**

- 12.6.1 All Polyethylene pipe shall conform to ANSI/AWWA C901-17 with a MINIMUM pressure class rating of 200 psi and a DR rating of 9. All service line pipes will be 1” unless otherwise specified by the DEPARTMENT.
- 12.6.2 In no case shall stainless steel inserts be used with the installation of poly tubing service lines. If inserts are needed, the use of a plastic insert will be acceptable and approved at product submittal. In no case shall the insert extend passed the compression cap of the corporation stop when fully tightened