



BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Community Development
Planning Commission Meeting Room**

**Tuesday, March 11, 2014 6:00 p.m.
305 SW "A" Street**

**Regular City Council Meeting
Community Development
Planning Commission Meeting Room**

**Tuesday, March 11, 2014 6:00 p.m.
305 SW "A" Street**

**Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: February 25, 2014**

AGENDA

1. Planning:
 - 1a. **Buster Properties: Lot Split, Lots 4, 5 & 6 McCoy Addition, Northeast 'J' Street, Lot 4, R-E, Residential Estate, Lot 5 & 6, R-1, Single Family Residential.**
(Pages 4-7)
The planning commission voted 6-0 recommending approval.

The applicant has submitted a Lot Split application for property located on the west side of Northeast 'J' Street. The proposed plat as provided indicates the creation of three lots, Lots 4, 5 & 6 from three existing tracts 1,2 &3. Per the master street plan the applicant is dedicating right-of-way along Northeast 'J' Street for a trail extension. A 20' utility easement is also being dedicated along Northeast 'J' Street.
2. Staff is seeking a resolution for the Mayor and City Clerk to enter into a contract with Crafton, Tull & Associates, Inc. for the survey and design of sidewalk on S.E. 6th Street, between South Main and S.E. "E" Street.
(Pages 8-19)
3. An ordinance vacating a street right of way located in Lot 7 Eversole Addition, except for the attached utility easement, to the City of Bentonville, Arkansas, Benton County, Arkansas.
(Pages 20-26)
4. Staff is seeking a resolution for the Mayor and City Clerk to enter into a contract with CEI Engineering Associates, Inc. for the survey, engineering and

- consulting of infrastructure and aprons improvements for the City of Bentonville Municipal Airport. **(Pages 27-36)**
5. City Council to approve a budget adjustment of \$26,220.00 to be used in the survey and design of infrastructure and apron improvements to the City of Bentonville Municipal Airport. The City of Bentonville proposes to use a combination of funding, including the Department of Aeronautics for 80% and funds from Conerstone, LLC for 20%. **(Pages 37-39)**
 6. Approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Hight Jackson and Associates to prepare Master Concept Plans for North Walton Boulevard in the amount of \$25,000.00. This is a 2014 budgeted expense. **(Pages 40-47)**
 7. Award bid # 14-17 to Hansen's Tree Service to provide grinding services at the Bentonville Compost Facility. **(Pages 48-50)**
 8. Approve Waiver of Bid process to purchase single source item repair parts from JWC Environmental for the automatic bar screen at McKissic lift station. This is a budgeted item. **(Pages 51-55)**
 9. Fire Department Staff recommends Council approval for the Mayor and City Clerk to enter in to a contract with Mercy Health Systems for one year with a three year negotiated option to provide the fire department staff with yearly physicals. **(Pages 56-82)**
 10. Approval of a budget adjustment in the amount of \$10,000.00 to the Bentonville Fire Department from the Northwest Arkansas Economic Development District (NWAEDD) to purchase protective equipment for EMS personnel. This protective equipment is for personnel to wear on Active Shooter/Rescue Task Force incidents. **(Pages 83-84)**
 11. Recommend the Mayor and City Council award bid for a Digger Derrick truck to Altec in the amount of \$269,480.00. This is a 2014 budgeted item. **(Pages 85-87)**
 12. Recommend the Mayor and City Council award bid for a 1-ton cab/chassis to Nunnally Chevrolet in the amount of \$36,953.00. This is a 2014 budgeted item. **(Pages 88-90)**
 13. Request the City Council approve two (2) changes to the 2014 City of Bentonville Pay Plan. First, request to move the part-time position of Seasonal Pool Manager" from Grade 83 to 84. Second, request adding new part-time job title of "Head Lifeguard" in Part-Time Grade 83. **(Pages 91-92)**
 14. Salary discussion of elected officials - effective with January 1, 2015 pay plan. **(Pages 93-95)**

**City Council
Planning Agenda
March 11, 2014**

Buster Properties: Lot Split, Lots 4,5 & 6 McCoy Addition, Northeast 'J' Street, Lot 4, R-E, Residential Estate, Lot 5 & 6, R-1, Single Family Residential.

The planning commission voted 6-0 recommending approval.

The applicant has submitted a Lot Split application for property located on the west side of Northeast 'J' Street. The proposed plat as provided indicates the creation of three lots, Lots 4, 5 & 6 from three existing tracts 1,2 &3. Per the master street plan the applicant is dedicating right-of-way along Northeast 'J' Street for a trail extension. A 20' utility easement is also being dedicated along Northeast 'J' Street.

Planning Commission Staff Report
Lot Split: Lots 4, 5 & 6 McCoy Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Jon Stanley, Planner
PC DATE: March 4, 2014

GENERAL INFORMATION:

Project Number: 14-05000002
Applicant/Owner: Buster Properties
Representative: Caster & Associates
Requested Action: Lot Split Approval
Location: Northeast 'J' Street
Existing Zoning: Lot 4 (R-E, Residential Estate), Lot 5 & 6 (R-1, Single Family Residential)
Land Use Plan: Lot 4 (High Density Residential), Lot 5 & 6 (Low Density Residential)

BACKGROUND:

The applicant has submitted a Lot Split application for property located on the west side of Northeast 'J' Street. The proposed plat as provided indicates the creation of three lots, Lots 4, 5 & 6 from three existing tracts 1,2 & 3. Per the master street plan the applicant is dedicating right-of-way along Northeast 'J' Street for a trail extension. A 20' utility easement is also being dedicated along Northeast 'J' Street.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	A-1, Agricultural	Mixed Use
South	A-1, Agricultural	Low Density Residential
East	A-1, Agricultural, R-1, Single Family Residential & R-ZL, Zero Lot line	High Density Residential & Mixed Use
West	(Lot 4) A-1, Agricultural (Lots 5 & 6, R-E, Residential Estate)	High Density & Medium Density Residential

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	Northeast 'J' Street	Arterial
West	-	-

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; these sites are vacant within an agricultural and residential area.

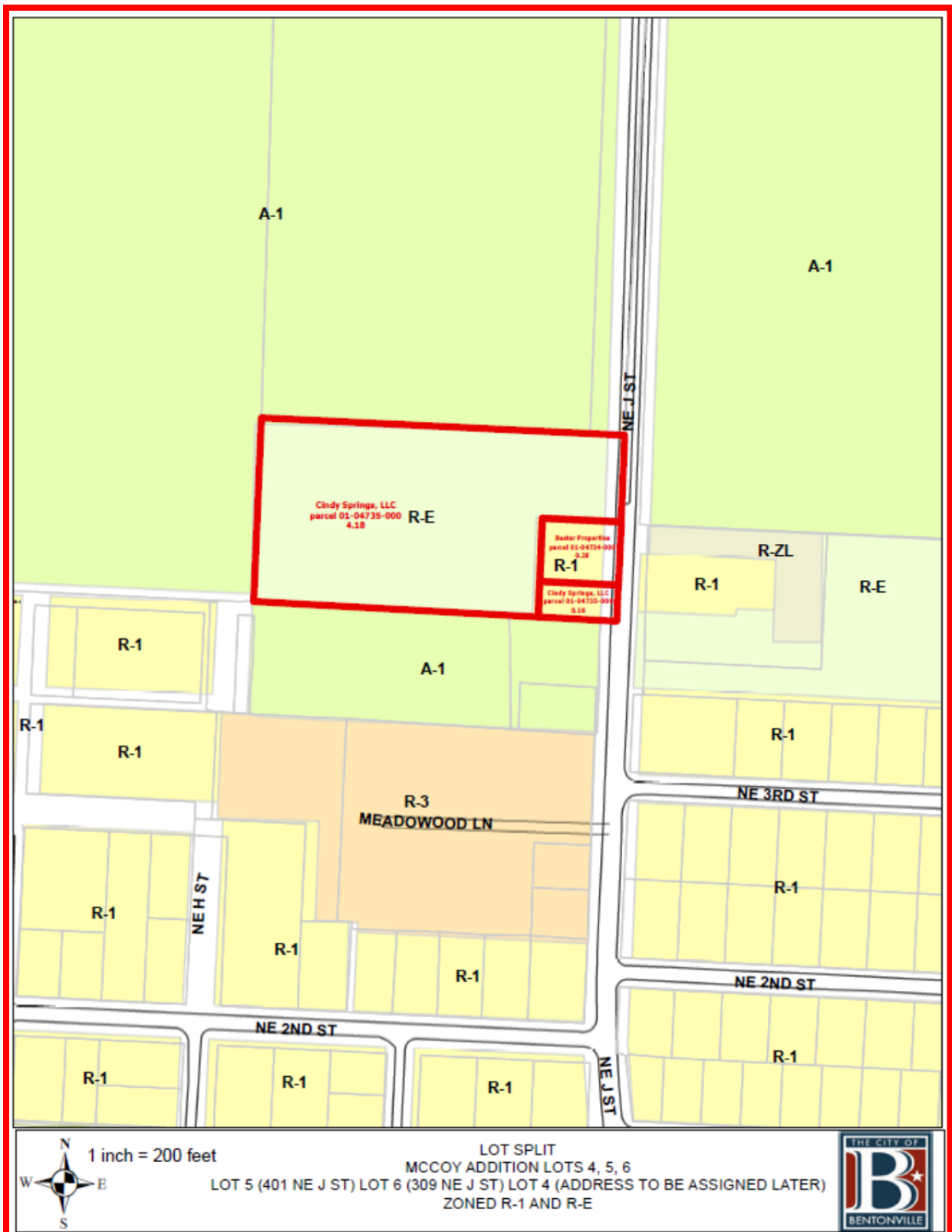
Drainage Report: A drainage report is not required for this lot split.

Water / Sewer: Per the G.I.S. site, water and sewer are available to these sites.

Analysis / Conclusion: This lot split MEETS the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends APPROVAL.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 4, 5 & 6 MCCOY ADDITION, TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 4,5 & 6 McCoy Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 4th day of March, 2014 and

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

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

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

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

Section 1: That the lot split of Lots, 4, 5 & 6 McCoy Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

ATTEST

APPROVED

City Clerk

Mayor



CHECK ALL THAT APPLY	
Bid Award	Bid #
Budget Adjustment	
Change Order	
Informational	
Ordinance	
x Resolution	
Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 11, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: (479) 271-5993

ACTION REQUIRED:

Staff is seeking a resolution for the Mayor and City Clerk to enter into a contract with Crafton, Tull & Associates, Inc. for the survey and design of sidewalk on S.E. 6th Street, between South Main and S.E. "E" Street.

COST TO CITY:

Cost of this Request: \$23,885.00

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	
Remaining After Adjustment	\$ -

Department Head: [Signature] Date: 3-9-14

Staff Attorney: CT Date: 3/5/14

Purchasing Agent: [Signature] Date: [Blank]

Mayor: BM Date: 3/06/14

Finance Director: DL Date: 3-5-14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





DESIGNING THE FUTURE

Memorandum

To: Mayor and City Council
From: Ben Peters, City Engineer *B.P.*
Date: 3/4/2014
Re: Survey and Design of S.E. 6th Sidewalk Improvements

In pursuit of willingness to participate with Community Development Block Grant (CDBG) and a grant from the Endeavor Foundation, Staff is seeking approval of a resolution for the survey and design of a 5' sidewalk to be placed along S.E. 6th Street, between South Main and S.E. "E" Street.

The City of Bentonville proposes to use a combination of funding, including Community Development Block Grant for \$32,000 and a grant from the Endeavor Foundation for \$70,500. These two grants will be used together for design and construction of said sidewalk improvements.

Staff has negotiated a contract with Crafton, Tull & Associates, Inc. for the survey and design of this project. The total contract amount is \$23,885.00.

Staff recommends approval of the contract as written.

Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My direct telephone number is (479) 271-5993 or I can be reached via email at bpeters@bentonvillear.com.



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

_____ City of Bentonville, Arkansas ("Owner")

and _____ Crafton, Tull & Associates, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for SE 6th Sidewalk Improvements ("Project").

Description of Engineer's Services: Topographic surveys, design, and bidding services for the construction of sidewalk improvements as follows: 1) SE 6th Street from S Main Street to SE "D" Street for approx. 1290 feet along the south side, 2) SE 6th Street from S Main Street to SE "A" Street for approx. 336 feet along the north side, 3) SE 6th Street from SE "D" Street to SE "E" Street for approx. 358 feet along the north side, and 4) SE "A" Street from SE 6th Street north along the west side for approx. 178 feet.

Street Address of Property *: Varies (see above)

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare invoices in accordance with Engineer's standard invoicing practices and submit the invoices to Owner.

B. *Payment of Invoices.* Invoices are due and payable upon receipt*. If Owner fails to make any payment due Engineer for services and expenses within

30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Lien Rights**. The Owner understands that the Engineer is entitled to a lien against the property if not paid in full for services provided to improve the property. The Owner understands that this lien can be enforced by the sale of the property if necessary.

* This is a change from the standard EJCDC E-520 form.

1 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that

if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished

by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000

or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.*

J. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.*

* This is a change from the standard EJDC E-520 document.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 23,885.00. This amount includes compensation for Engineer's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.

2.* Reimbursable expenses and outside services shall be included in the Lump Sum fee.

3.* The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Lump Sum fee at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

4.* Additional services authorized in writing by the Owner shall be invoiced at the Engineer's Standard Hourly Rates, as shown in the attached Exhibit "B".

5.* A retainer in the amount of \$ 0.00 for the Engineer to begin work on this project. The amount of the retainer is included in the Lump Sum amount and will be applied to the final invoice.

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 6 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: CITY OF BENTONVILLE

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By: Bob McCaslin

By: [Redacted Signature]
Bill Burnett, P.E.

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: 2/19/14

License or Certificate No. and
State 109

Arkansas

Address for giving notices:

Address for giving notices:

City of Bentonville

Crafton Tull

305 SW "A" St

901 N 47th St, Suite

Bentonville, AR 72712

Rogers, AR 72756

* This is an addition to the standard EJCDC E-520 document.

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(Percent of Construction)

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Exhibit "A1"
Scope of Basic Services For Surveying:

Project:	Proposed City Sidewalk Improvement
Client:	City of Bentonville
Location of Project:	SE 6 th Street between South Main Street & SE "E" Street
Discipline:	<i>Surveying</i>
Discipline Manager:	Al Harris, P.S.
Project Manager:	Bill Burnett, P.E.
Proposal Date:	2/18/2014
Billing Type:	Fixed Fee
Fee:	\$ 8,950
Description of the Construction Project:	Survey for sidewalk improvements within the existing street right of way for new sidewalk construction for the following areas: 1.) SE 6 th Street from South Main Street to SE "D" Street for approx. 1,290 feet along the south side. 2.) SE 6 th Street from South Main Street to SE "A" Street for approx. 336 feet along the north side. 3.) SE 6 th Street from SE "D" Street to SE "E" Street for approx. 358 feet along the north side, and 4.) SE "A" Street from SE 6 th Street north along the west side for approx. 178 feet.

- We will mark the site and request a Utility 1-Call System underground utility line locate.
- Our survey crew will set a minimum of three semi-permanent survey control monuments on the site that will be tied to the city coordinate and elevation datum to which all survey data for this project will be referenced.
- We will provide a strip topographic survey of the project area site from the existing street center line to the edge of the street right of way within the project area. Sufficient ground elevation shots will be taken for the creation of 1'-contours across the proposed improvement site. We will locate the exterior corners of any existing building immediately adjacent to the existing right of way and determine its related finish floor elevation.
- We will locate all visible utility lines along the project area site and those as marked by the utility 1-Call System, and will include the sizes & flow lines of drainage inlets and pipes, and sewer manhole tops & inverts.
- We will locate any significant tree 6" in diameter and larger that is located within the proposed sidewalk area.
- The public street, where adjacent to the proposed improvement site, will be located and shown on the survey, which will include recovering right of way monumentation and locating the present right of way line. We will survey the location and elevations of the curb, edge of asphalt, street center line, sidewalk, and driveways within the project site area that will extend to the street right of way along the improvement area site.
- We will prepare a base survey drawing of the right of way and topographic survey for the proposed improvement area site, which will be used for engineering design purposes.
- Where required by state law or local regulations we will prepare a boundary survey plat of the property surveyed and record the plat as required by applicable statutes and regulations.

Scope of Basic Services does NOT include the following:

- Easement dedication plat, easement and/or right of way documents, tract split plats, or similar type plats as may be required by the governing agency for approval of this project.



- Surveys and plats of the property for financing, sales, or for purposes other than as previously described, such as an ALTA or as-built survey.
- Surveys of offsite utility, street or drainage improvements not within the project area.
- Surveys for environmental studies, including wetland delineation.
- Surveys for flood data or studies for Corps of Engineer, FEMA or other special government agency permitting.
- Surveys for location of geotechnical soil borings or pits.
- Surveying related to construction services or construction staking.

Note: Services listed can be provided for additional fee.

Client shall provide:

- Any existing boundary and topographic survey plats of the property that are in their possession.
- Disclosure of known boundary disputes, possible encroachments, and gaps or overlaps with adjoining properties.
- Disclosure of known buried tanks or environmental concerns within the proposed improvement site area that will be required to be shown on the survey.
- Access for our survey crew personnel to enter the property to conduct the surveys.

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.



Exhibit "A2"
Scope of Basic Services for Civil Engineering:

Project:	Proposed City Sidewalk Improvement
Client:	City of Bentonville
Location of Project:	SE 6 th Street between South Main Street and SE "E" Street
Discipline:	Civil Engineering
Discipline Manager:	Bill Burnett, P.E.
Project Manager:	Bill Burnett, P.E.
Proposal Date:	02/18/2014
Billing Type:	Fixed Fee
Fee/Estimate:	\$14,935
Description of the Construction Project:	Proposed 2,162 linear feet by 5' wide sidewalk with min. 4' greenspace to be designed within the available existing right of way as follows: 1.) SE 6 th Street from South Main Street to SE "D" Street for approx. 1,290 feet along south side. 2.) SE 6 th Street from South Main Street to SE "A" Street for approx. 336 feet along the north side. 3.) SE 6 th Street from SE "D" Street to SE "E" Street for approx. 358 feet along the north side, and 4.) SE "A" Street from SE 6 th Street north along the west side for approx. 178 feet.

Preliminary Design Phase for Sidewalk Improvements:

- Field Check topo survey
- Prepare preliminary plan and profile sheets
- Prepare preliminary typical section and details
- Prepare preliminary cross section sheets
- Prepare preliminary SWPPP sheets

Final Design Phase for Sidewalk Improvements:

- Construction Drawings to include:
 - Site Plan
 - Final plan and profile sheets
 - Final typical section and details
 - Final cross section sheets
 - Final SWPPP sheets

Bidding & Negotiating Phase:

- Quantity Take-offs & Engineers Estimate
- Bid Documents Prepared and issued to bidders
- Receive Bids & Tabulate Results
- Recommend Contractor to Owner

Additional Items that can be Provided by CTA under amendment or separate contract

- Construction observation & administration services.
- Preparation of Easement / right-of-way documents

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.



Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2014

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 155
SR. ENGINEERING MANAGER	\$ 145
ENGINEERING MANAGER	\$ 125
SR. PROJECT ENGINEER	\$ 115
PROJECT ENGINEER	\$ 100
ENGINEER INTERN II	\$ 85
ENGINEER INTERN I	\$ 75
SR. ENGINEERING DESIGNER	\$ 115
ENGINEERING DESIGNER III	\$ 95
ENGINEERING DESIGNER II	\$ 85
ENGINEERING DESIGNER I	\$ 75
ENGINEERING CAD TECHNICIAN III	\$ 70
ENGINEERING CAD TECHNICIAN II	\$ 55
ENGINEERING CAD TECHNICIAN I	\$ 45
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	\$ 115
PROJECT LANDSCAPE ARCHITECT	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80
LANDSCAPE ARCHITECT INTERN	\$ 55
PLANNING	
PLANNING MANAGER	\$ 125
SR. PLANNER	\$ 110
PLANNER	\$ 90
PLANNER INTERN	\$ 50
INSPECTION	
SR. INSPECTOR	\$ 90
INSPECTOR II	\$ 80
INSPECTOR I	\$ 65

Category	Hourly Rate
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	\$ 150
SR. PROFESSIONAL SURVEYOR	\$ 120
PROFESSIONAL SURVEYOR	\$ 90
SURVEYOR INTERN	\$ 75
SURVEY PARTY CHIEF	\$ 65
SURVEY TECHNICIAN III	\$ 55
SURVEY TECHNICIAN II	\$ 40
SURVEY TECHNICIAN I	\$ 30
SCANNING FIELD TECHNICIAN	\$ 60
SCANNING OFFICE TECHNICIAN	\$ 150
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	\$ 95
GIS ANALYST	\$ 85
GIS TECHNICIAN II	\$ 55
GIS TECHNICIAN I	\$ 40
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 150
ADMINISTRATIVE MANAGER	\$ 120
ADMINISTRATIVE IV	\$ 80
ADMINISTRATIVE III	\$ 60
ADMINISTRATIVE II	\$ 45
ADMINISTRATIVE I	\$ 35
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
Scanning Equipment	\$240/Hour
Job Related Mileage.....	\$0.56/Mile
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.	

EXHIBIT "C" - Survey Limits
S.E. 6th Street Sidewalk Project – Bentonville



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON, TULL AND ASSOCIATES ENGINEERS FOR SERVICES RELATED TO S.E. 6TH STREET SIDEWALK IMPROVEMENTS.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Crafton, Tull and Associates Engineers for engineering services related to S.E. 6th Street sidewalk improvements, project as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY	
Bid Award	Bid #
Budget Adjustment	
Change Order	
Informational	
Ordinance	
Resolution	
Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 11, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: 479-271-3166

ACTION REQUIRED:

An ordinance vacating a street right of way located in Lot 7 Eversole Addition, except for the attached utility easement, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head: [Signature] Date: 2-27-14

Purchasing Agent: _____ Date: _____

Finance Director: [Signature] Date: 3-5-14

Staff Attorney: [Signature] Date: 3/5/14

Mayor: [Signature] Date: 3/06/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

**ORDINANCE VACATING A STREET RIGHT OF WAY LOCATED IN LOT 7
EVERSOLE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON
COUNTY ARKANSAS.**

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

R.O.W. Vacation Description

A portion of that 60-foot wide Right of Way easement acquired by County Road Record Book 2, Page 463 lying in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and the fractional West Half (W1/2) of the Southwest (SW1/4) of Section 7, Township 19 North, Range 30 West in Benton County, Arkansas being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8" capped rebar embossed LS#1214 at the Southwest Corner of said North Half (N1/2) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and being a replacement of the Southwest corner of Limestone Ranch Subdivision as recorded in Plat Book 2006, Page 992; Thence along the South boundary of said Subdivision South 87° 43' 51" East a distance of 20.24 feet to the Eastern Right-of-Way of said Southwest H Street formerly known as Arkansas Highway 112 according to said County Road Book 2, Page 463; Thence along said Right-of-Way South 02°36'19" West a distance of 250.75 feet to the East Right-of-Way of SW I Street per Plat Book 2011, Page 120, AKA Relocated Arkansas Highway 112; Thence along said Right-of-Way North 12°59'45" West a distance of 115.22 feet to the South Corner of Lot 7 of Eversole Addition according to said Plat Book 2011, Page 120; Thence along the East line of said Lot 7 North 02°36'17" East a distance of 139.59 feet to a found mag nail with washer embossed LS#1304 at the Northeast corner of said Lot 7; Thence South 87°43'51" East a distance of 10.75 feet to the **POINT of BEGINNING** and containing 6,048 square feet or 0.14 acres, more or less.

Lot 7 R.O.W. Vacation Description

That certain portion of a 60-foot wide Right-of-Way easement acquired by Benton County Road Book 2, Page 463 that lies within Lot 7 of Eversole Addition according to Plat Book 2011, Page 120 of the Plat Records of Benton County, Arkansas, and being portion of the fractional West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 7, Township 19 North, Range 31 West, City of Bentonville, Arkansas and containing 2,066 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 easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, as follows:

R.O.W. Vacation Description

A portion of that 60-foot wide Right of Way easement acquired by County Road Record Book 2, Page 463 lying in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and the fractional West Half (W1/2) of the Southwest (SW1/4) of Section 7, Township 19 North, Range 30 West in Benton County, Arkansas being more particularly described by metes and bounds as follows:

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Lot 7 R.O.W. Vacation Description

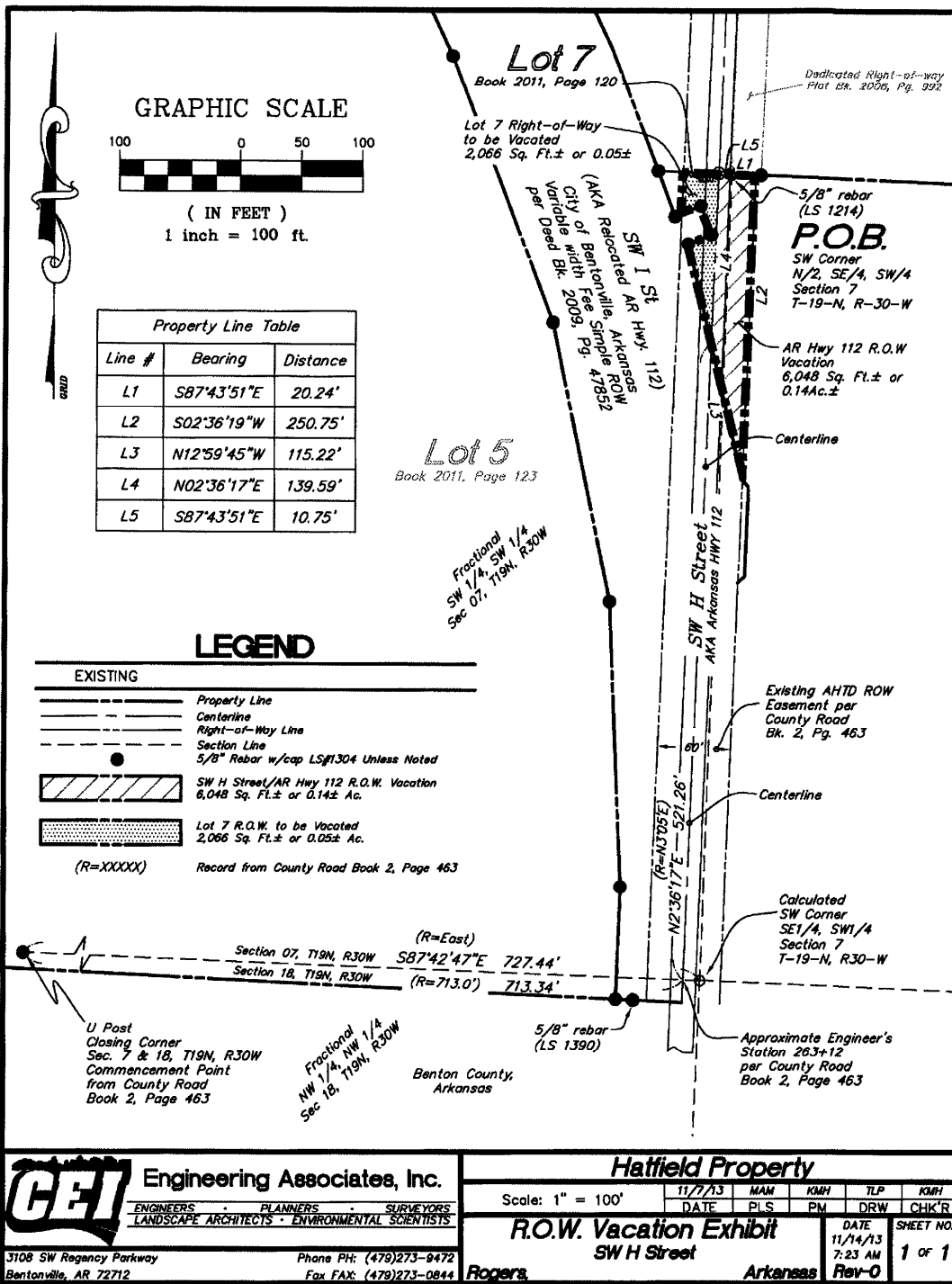
That certain portion of a 60-foot wide Right-of-Way easement acquired by Benton County Road Book 2, Page 463 that lies within Lot 7 of Eversole Addition according to Plat Book 2011, Page 120 of the Plat Records of Benton County, Arkansas, and being portion of the fractional West Half (W1/2) of the Southwest Quarter (SW1/4) of Section 7, Township 19 North, Range 31 West, City of Bentonville, Arkansas and containing 2,066 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 _____, 2014, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

**LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
Arkansas**

**BOB MCCASLIN, Mayor
City of Bentonville, Arkansas**



Granda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2014/4882
Twp/Cashier: CASH/3/Teresa Biber
01/30/2014 11:41:32AM
Tran: 273634
Total Fees: \$25.00

Book 2014 Page 4882
Recorded in the Above
DEED Book & Page
01/30/2014

UTILITY EASEMENT

That for and in consideration of One Dollar (\$1.00) and other good and valuable considerations to the undersigned, City of Bentonville, Grantor(s), cash in hand paid, the receipt of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell and convey unto the City of Bentonville, Arkansas, Grantee, their successors and assigns, a permanent right of way and easement to lay, construct, remove, relay, enlarge, maintain, inspect, repair and operate all municipally owned and franchised/permitted utilities including but not limited to water and sewer line or lines, manholes, sewer force main, fire hydrants, poles, electric lines and other appurtenances thereto, with right of ingress and egress to and from the same, on over, across and under the following described real estate to-wit:

PROPERTY DESCRIPTION:

A portion of Right of Way for Arkansas Highway 112 acquired by County Road Record Book 2, Page 463

PERMANENT EASEMENT DESCRIPTION:

A portion of that 60-foot wide Right-of-Way easement acquired by County Road Record Book 2, Page 463 lying in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and the fractional West Half (W1/2) of the Southwest (SW1/4) of Section 7, Township 19 North, Range 30 West in Benton County, Arkansas being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8" capped rebar embossed LS#1214 at the Southwest Corner of said North Half (N1/2) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and being a replacement of the Southwest corner of Limestone Ranch Subdivision as recorded in Plat Book 2006, Page 992; Thence along the South boundary of said Subdivision South 87° 43' 51" East a distance of 20.24 feet to the Eastern Right-of-Way of said Southwest H Street formerly known as Arkansas Highway 112 according to said County Road Book 2, Page 463;
Thence along said Right-of-Way South 02° 36' 19" West a distance of 250.75 feet to the East Right-of-Way of SW I Street per Plat Book 2011, Page 120, AKA Relocated Arkansas Highway 112; Thence along said Right-of-Way North 12° 59' 45" West a distance of 115.22 feet to the South Corner of Lot 7 of Eversole Addition according to said Plat Book 2011, Page 120;
Thence along the East line of said Lot 7 North 02° 36' 17" East a distance of 139.59 feet to a found mag nail with washer embossed LS#1304 at the Northeast corner of said Lot 7; Thence South 87° 43' 51" East a distance of 10.75 feet to the **POINT of BEGINNING** and containing 6,048 square feet or 0.14 acres, more or less.

The above described temporary construction easement shall terminate upon the acceptance of the improvements to be constructed within the above described permanent easement by the City of Bentonville, Arkansas.

Grantees shall have and are hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities or such additional facilities, lines, and appurtenances as may be required in the future, and maintaining, and removing said lines and appurtenances. Grantees shall have and are hereby granted the further right at all time to remove from said lands all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of the Grantees, restricts access, constitutes a hazard, or endangers the safety and/or the reliability of said lines, or their appurtenances and/or the public, and/or for the purpose of installing additional facilities.

The Grantor or his successors shall not cause to be constructed any buildings, structures or other improvement (other than fences, driveways, and paved parking areas) within the above described easement, and no trees shall be planted by Grantor or his successors on said easement. Grantor or his successors shall not be entitled to any compensation for fences, growing crops, structures which may be removed or disturbed within this permanent easement by virtue of Grantees' exercise of the rights under this agreement.

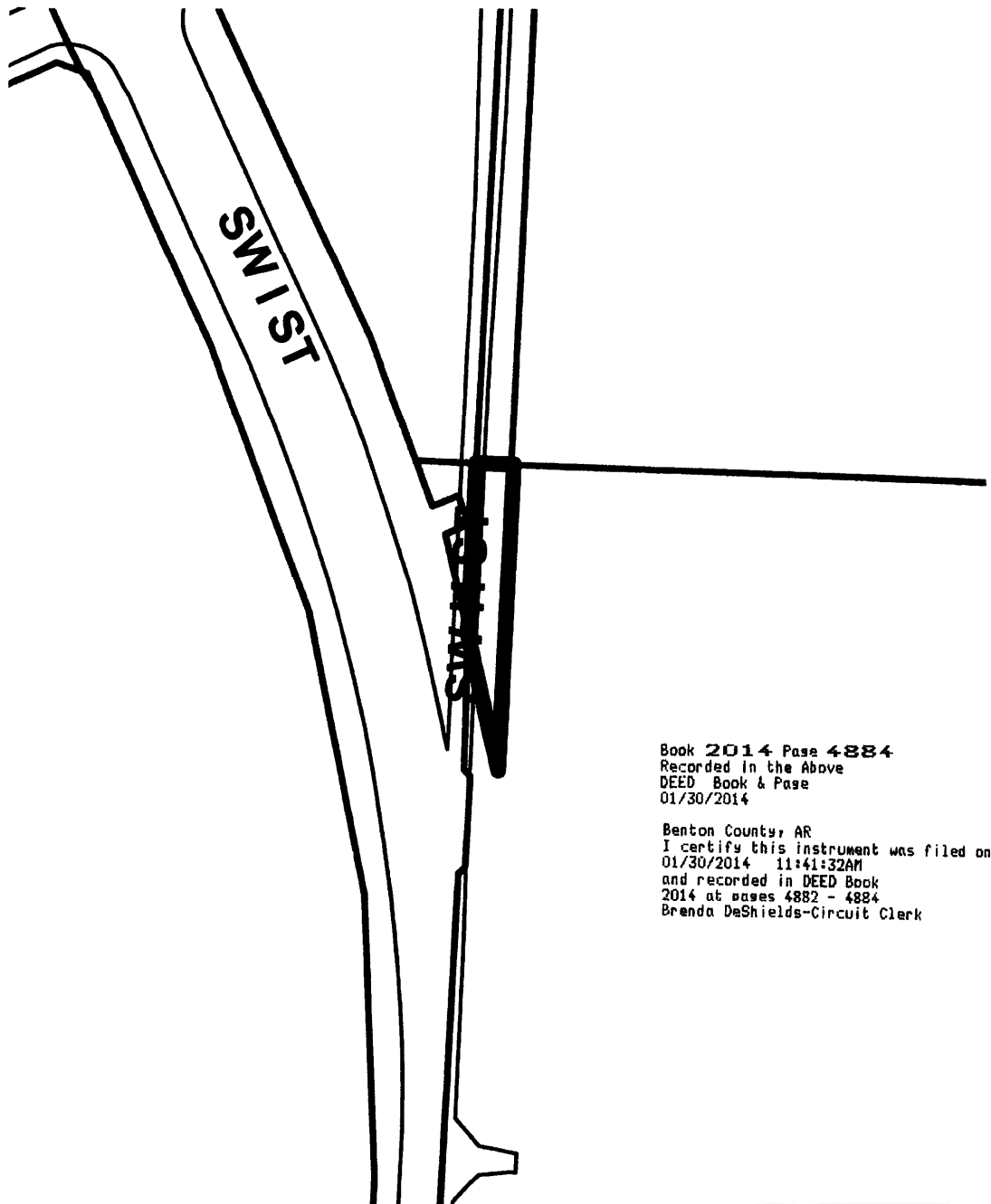
Grantees agree to repair any damage to Grantor's driveways, sidewalks, parking areas, lawn or pastures that result from the exercise of rights and privileges contained within the easement and right of way described herein. Said damage to driveways, sidewalks, parking areas, lawn or pastures shall be restored by Grantees as close as is reasonable to the original condition.

It is further understood that Grantee's easement shall be exclusive and the Grantor or his successors shall convey no parallel rights to any person, utility or corporation on, across or under said right of way without the written permission of Grantees.

TO HAVE AND TO HOLD the above described easement and right unto said grantees, its successors and assigns, forever or until said right of way is finally abandoned.

Grantor also agrees to forever warrant and defend the above described easement and right of way unto said grantees against all legal claims.

IN WITNESS WHEREOF, the hand and seal of Grantor is hereunto set this
28th day of Jan, 2014.



Book 2014 Page 4884
Recorded in the Above
DEED Book & Page
01/30/2014

Benton County, AR
I certify this instrument was filed on
01/30/2014 11:41:32AM
and recorded in DEED Book
2014 at pages 4882 - 4884
Brenda DeShields-Circuit Clerk



1 inch = 100 feet

Hatfield Property
Easement Dedication Exhibit
SW H Street





CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
x	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 11, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: (479) 271-5993

ACTION REQUIRED:

Staff is seeking a resolution for the Mayor and City Clerk to enter into a contract with CEI Engineering Associates, Inc. for the survey, engineering and consulting of infrastructure improvements and aprons for the City of Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request: \$26,220.00

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

BW for BP 3/5/14
Department Head Date

Purchasing Agent Date

Finance Director 3/6/14 Date

CT 3/10/14
Staff Attorney Date

Mayor 3/10/14 Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memorandum

To: Mayor and City Council
From: Ben Peters, City Engineer *BW for BP*
Date: 3/5/2014
Re: Survey and Design of Improvements to Bentonville Municipal Airport

Staff is seeking approval of a budget adjustment and resolution for the survey, engineering and consulting of infrastructure and apron improvements to the Bentonville Municipal Airport.

The City of Bentonville proposes to use a combination of funding, including the Department of Aeronautics for 80% and funds from Cornerstone, LLC for 20%. These will be used together for design and construction of said Airport improvements. Like any Aeronautics grant, the City must front the money in order to get reimbursed.

Staff has negotiated a contract with CEI Engineering Associates, Inc. for the survey, engineering and consulting of this project. The total contract amount is \$26,220.00.

Staff recommends approval of the contract as written.

Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My direct telephone number is (479) 271-5993 or I can be reached via email at bpeters@bentonvillear.com.



I. PROJECT DEFINITION

Thank you for the opportunity to represent your interests regarding the development airfield aprons and infrastructure improvements at the Bentonville Municipal Airport. Project to include surveying, engineering, and consulting for 1.2± acre site on the west side of the airport.

II. SCOPE OF BASIC SERVICES

A. Topographic Survey - CEI to provide a topographic survey of the physical features as found on subject property to include but not limited to natural ground, buildings, driveways, visible utilities and under ground utilities as marked by a utility locate service and any other visible items at the time of the field work. A survey of a second, non-contiguous area for a proposed detention basin lying to the north is also included. These surveys shall include 1-foot contour intervals, 20' overlap on all sides, and survey information to the centerline of any roadways/taxiways adjacent to the property.

Total this phase **\$ 3,700.00**

B. Large Scale Development Plans (LSD) - Provide large scale development documentation as prescribed by City code from conceptual plan prepared for City of Bentonville Airport Board. This includes collaboration with governmental authorities and project team consultants for the development of aprons, vehicular access road, and utility extensions including all civil design as prescribed by City code will be provided to include drainage study and report, as well as any documentation necessary for City planning submission.

The construction drawings shall include:

Cover Sheet
Site Plan
Grading Plan
Erosion Control Plan
Utility Plan
Detail Sheet(s)

Total this phase **\$ 10,000.00**

C. Contract Bidding – CEI shall provide all required bidding support as requested by Owner to meet Arkansas state standard for bidding procedures and requirements. Services to include cost estimates, construction specifications, public notification coordination, bidding administration, contractor qualifications, and recommendation of award. Contract fee is for each bidding occurrence.

Total this phase **\$ 5,000.00**

D. Limited Construction Administration / Observation - Provide administration of civil related construction, construction assistance, coordinate preconstruction meeting, testing of public infrastructure, process contractor payment applications, generate record drawing plans, coordinate final inspection and all city project closeout documents.

Included are estimated 12 site visits throughout the duration of the project by the CEI Project Manager. This is estimated at approximately 2.0 hours per site visit at \$115/Hr = \$2,760.00. To coordinate project start up and close out items estimate is 12 hours at \$115/Hr = \$2,760.00. If additional services beyond the estimated 12 site visits are requested by the City, the fee will be billed at CEI hourly rates as listed below and/or renegotiated.

Total this phase **\$7,520.00**

E. Reimbursable Expenses - Copying, utility locate services, review fees and postage/shipping charges, and mileage will be billed as reimbursable items.

Total this phase

\$ As Expended

Fees..... \$ 26,220.00
(This fee total is not including Reimbursables or Hourly phases)

Note: this is a limited service agreement. CEI hereby notifies the Client that it shall assume no responsibility for any or all interpretations, coordination, and administrations of documents it did not create or for the lack of those items listed above and shall be held harmless for any and all errors as a result of the above or deviations or additions of said documents, unless otherwise specified in an executed services agreement.

III. RESPONSIBILITY OF CLIENT:

Client will provide to CEI, the following items:

- A. Autocad Drawings of building footprint.
- B. Architectural Color Elevations
- C. Material sample board of Building

IV. SERVICES NOT INCLUDED/ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility Study to include any or all physical, political and/or financial opportunities or constraints.
- Coordination of Environmental Survey, Traffic Survey, and other Subconsultants.
- Conditional Use Permits.
- Perspectives, renderings, and models.
- Environmental Impact Analysis.
- Replatting.
- Retaining wall designs.
- Sight lighting plans/Photometrics.
- Off-site utility plans other than those immediately adjacent to the subject property.
- Off-site street improvement plans such as road widening, accel/decel lanes and medians. *(However civil drawings indicating new curbscuts, curb and gutter, and city sidewalks will be included in Basic Services).*
- Alley vacation, easements abandonment's and right of way dedications.
- Final record drawings.
- Historical or archeological studies.
- Updated Title Policy.
- Construction Staking.
- Major stormwater drainage plans or relocation i.e. box culverts, large ditches and stormwater conductors in excess of four feet in diameter.
- Preparation of easements, lease areas or right of way documents.
- Geotechnical Engineering.
- FAA permitting.

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses. A new schedule of charges is issued at the beginning of each year. The schedule of charges may also be revised during the year as conditions dictate.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (01-10-14)

Officer / Regional Manager	\$150.00
Department Manager	\$140.00
Program Manager	\$120.00
Registered Landscape Architect	\$105.00
Project Manager	\$115.00
Planning Project Manager	\$105.00
Project Engineer	\$105.00
Assistant Project Manager	\$100.00
Survey Project Manager	\$100.00
Project Designer	\$ 90.00
Assistant Survey Project Manager	\$ 90.00
Project / Planner Administrator	\$ 85.00
CAD Designer	\$ 80.00
Survey Party Chief	\$ 80.00
Survey Technician	\$ 75.00
CAD Technician	\$ 70.00
Construction Observer	\$ 70.00
Field Specialist	\$ 60.00
Program Assistant	\$ 65.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another engineering consultant to provide services outside of our area of practice, cost of such services will be charged at actual invoice cost, subject to prior approval by client.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

- VI. **CREDIT POLICY:** Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

Client's Initials _____

Required for contract to be valid

VII. **STANDARD TERMS AND CONDITIONS**

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by engineers currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client will pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal)

Any service deleted from this offer by the client will become the responsibility of the client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

INDEMNIFICATION

The Client will indemnify, hold harmless and defend CEI, its officers, directors, employee, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of,

any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work.

This indemnification provision does not waive the City's immunity per Arkansas law.

In accordance with generally accepted construction practices, the client and client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI engineering Associates, Inc and the Client.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omission due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontracts regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

- VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED:** Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. Two copies of this Proposal and Agreement shall be signed by the Client and one copy shall be returned to CEI.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete client name and address that is responsible for payment of CEI invoices:

Complete Client Name – Responsible for payment of invoice (include Inc., LLC, etc.)

Complete mailing address to mail invoice (Street / PO Box/ Suite number if needed)

City / State / Zip Code to mail invoice

Complete Phone Number

Signature, Client

Print Name

Title

Date

Signature, CEI Engineering Associates, Inc.

Print Name

Title

Date

Revised 4/14/11

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH CEI ENGINEERING ASSOCIATES, INC. FOR ENGINEERING SERVICES ASSOCIATED WITH INFRASTRUCTURE AND APRON IMPROVEMENTS TO THE BENTONVILLE MUNICIPAL AIRPORT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with CEI Engineering Associates, Inc. for engineering services associated with infrastructure and apron improvements for the Bentonville Municipal Airport in an estimated amount of \$26,220.00 as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
x	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 11, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: (479) 271-5993

ACTION REQUIRED:

City Council to approve a budget adjustment of \$26,220.00 to be used in the survey and design of infrastructure and apron improvements to the City of Bentonville Municipal Airport. The City of Bentonville proposes to use a combination of funding, including the Department of Aeronautics for 80% and funds from Conerstone, LLC for 20%.

COST TO CITY:

Cost of this Request: \$26,220.00

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	26,220.00
Remaining After Adjustment	\$ 26,220.00

BN for BP 3/5/14
Department Head Date

Purchasing Agent Date

TDL 3/6/14
Finance Director Date

CT 3/11/14
Staff Attorney Date

PAM 03/06/14
Mayor Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Budget Adjustment #
(Assigned by Admin)

Department: Engineering

Date of Request: March 5, 2014

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
	Department of Aeronautics (80%)	\$20,976.00		\$ 20,976.00
	Cornerstone, LLC (20%)	\$ 5,244.00		\$ 5,244.00
010-1650-465.73-92	Capital Impr. other than Building/Other		\$ 26,220.00	\$ (26,220.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 26,220.00	\$ 26,220.00	\$ -

Justification:

Two outside funds are to be used for this project, as described above, for a total amount of \$26,220.00. This is to correspond with the Budget Adjustment Request for survey and design of the infrastructure and apron improvement for the Bentonville Municipal Airport. City will front the monies and get reimbursed.

FOR ACTING USE ONLY

Council Action: **Approved** **Disapproved** **Other**_____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com





Memorandum

To: Mayor and City Council
From: Ben Peters, City Engineer *BP for BP*
Date: 3/5/2014
Re: Survey and Design of Improvements to Bentonville Municipal Airport

Staff is seeking approval of a budget adjustment and resolution for the survey, engineering and consulting of infrastructure and apron improvements to the Bentonville Municipal Airport.

The City of Bentonville proposes to use a combination of funding, including the Department of Aeronautics for 80% and funds from Cornerstone, LLC for 20%. These will be used together for design and construction of said Airport improvements. Like any Aeronautics grant, the City must front the money in order to get reimbursed.

Staff has negotiated a contract with CEI Engineering Associates, Inc. for the survey, engineering and consulting of this project. The total contract amount is \$26,220.00.

Staff recommends approval of the contract as written.

Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My direct telephone number is (479) 271-5993 or I can be reached via email at bpeters@bentonvillear.com.



CHECK ALL THAT APPLY	
Bid Award	Bid #
Budget Adjustment	
Change Order	
Informational	
Ordinance	
X Resolution	
Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 11, 2014

Submitted by: Troy Galloway

Department: Planning

Phone:

ACTION REQUIRED:

Approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Hight Jackson and Associates to prepare concept plans for the North Walton Boulevard Enhancement Plan in the amount of \$25,000. This is a 2014 budgeted expense.

COST TO CITY:

Cost of this Request: \$25,000

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 25,000
Funds Expended to Date	-
Remaining Budget	25,000
Budget Adjustment	-
Remaining After Adjustment	\$ 25,000

Department Head: [Signature] Date: 02-28-14

Purchasing Agent: _____ Date: _____

Finance Director: [Signature] Date: 3-5-14

Staff Attorney: CT Date: 3/5/14

Mayor: [Signature] Date: 3/6/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





MEMO

TO: Bentonville City Council
FROM: Troy Galloway, AICP, Community & Economic Development Director
RE: Contract with High Jackson Associates PA for N. Walton Concept Plans
CC DATE: March 11, 2014

Request

Approval of a resolution authorizing the mayor and city clerk to enter into a professional services agreement with Hight-Jackson Associates PA to prepare concept plans for the North Walton Boulevard Enhancement Plan in the amount of \$25,000. This is a budgeted item in the Planning Department's professional services account.

Background

Last February, City Council adopted the North Walton Boulevard Enhancement Plan. The plan was prepared with minimal graphics and illustrations.

Last summer, the city contracted out the design of conceptual plans for the Southeast Downtown Area Plan. These professional drawings visually illustrate the ideas and concepts recommended in the plan. While the written document provides lengthy explanation and detail, these graphic illustrations are a quick and simple overview of the plan's vision and goals.

These concept plans are printed on display boards that have proven to be an invaluable tool in promotion. They generate discussion and conversations while being displayed in the lobby of the Community Development Building and during presentations at civic speaking engagements. They also serve as a visual aid in discussions with investors, developers and business owners whose involvement is critical to successful plan implementation.

Because of the significant value found in these display boards, staff recommends preparing similar concept drawings for the North Walton Boulevard Enhancement Plan.

AIA® Document B105™ – 2007

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the Twenty-first day of February in the year Two Thousand Fourteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Bentonville, AR
City Hall Building
117 W. Central
Bentonville, AR 72712

and the Architect:

(Name, legal status, address and other information)

Hight-Jackson Associates PA
PO Box 745
Rogers, AR 72757

for the following Project:

(Name, location and detailed description)

Master Planning Concept for North Walton Blvd, Bentonville, AR

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.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Init.

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User Notes: (1634678096)

1

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

- This project's scope of work includes:
1. Document existing conditions & structures within the study area.
 2. Document planned improvements within the study area.
 3. Study the potential of North Walton Blvd including vehicular, bicycle, and pedestrian traffic patterns and beautification.
 4. Identify particular areas of interest and/or potential.
 5. Illustrate street improvements such as trees, monumental signage, sidewalks, and other infrastructure improvements
 6. Address the items listed on "Illustrations for North Walton Blvd. Enhancement Plan" provided by the planning department.

Final deliverables will include:

1. Color site plan identifying key site components.
2. Color elevations depicting residential buildings, mixed use buildings, and renovated facades.
3. Color view of the North Walton Corridor.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. It is preferred that an Owner's representative participate in the visioning process.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 the Architect.

Init.

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User Notes:

2

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Hourly Not-to-Exceed Twenty-five Thousand Dollars (\$25,000.00)

The Owner shall pay the Architect an initial payment of Zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, such as printing costs.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within Thirty-six (36) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement)

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

OWNER: City of Bentonville, AR

(Row deleted)

(Signature)

Bob McCaslin, Mayor

(Printed name and title)

ARCHITECT: Hight-Jackson Associates PA



(Signature)

Brian T. Jackson, President

(Printed name and title)

Init.

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User Notes:

3



July 1, 2010

HOURLY RATE SCHEDULE

Architect Principal	\$140.00 / hour
Engineer Principal	\$140.00 / hour
Engineer	\$120.00 / hour
Intern Engineer (<i>more than 5 years</i>)	\$90.00 / hour
Intern Engineer (<i>less than 5 years</i>)	\$80.00 / hour
Project Manager	\$90.00 / hour
Architect 1 (<i>more than 10 years</i>)	\$100.00 / hour
Architect 2 (<i>more than 5, but less than 10 yrs</i>)	\$90.00 / hour
Architect 3 (<i>less than 5 years</i>)	\$80.00 / hour
Intern Architect 1 (<i>more than 5 years</i>)	\$70.00 / hour
Intern Architect 2 (<i>less than 5 years</i>)	\$60.00 / hour
Interior Designer 1	\$75.00 / hour
Interior Designer 2	\$50.00 / hour
CAD Technician 1 (<i>more than 5 years</i>)	\$60.00 / hour
CAD Technician 2 (<i>less than 5 years</i>)	\$45.00 / hour
Office Administrator	\$40.00 / hour
Secretary 1	\$30.00 / hour
Secretary 2	\$25.00 / hour
Outside Consultants	Direct Cost x 1.2
Reimbursable Expense	Direct Cost

Illustrations for N. Walton Blvd. Enhancement Plan
Access – Aesthetics – Activity

1) Plan View – Central to Tiger

- a. Show the trail on the west and sidewalk on the east
- b. Show connection to N. Bentonville Trail
- c. Sidewalks connecting from street to front doors
- d. Sidewalk connections to adjacent neighborhoods
- e. Crosswalks
- f. Show how land area can be maximized (taller buildings, better site design)
- g. Commercial activity centers at Tiger, Walmart Logistics and Central (higher density commercial/mixed use)
- h. Shared parking
- i. Cross access between sites / eliminate curb cuts
- j. Connection of 5th and special crosswalk features/small urban plaza – Include Arvest on SW corner and another building, maybe café, on the NW corner. (photo examples)
- k. Planned improvements for 12 Street (left turn lanes, crosswalks)
- l. Options for realignment of NW 3rd St., how best to accommodate pedestrians needing to cross Walton at this location, reduce opportunity for vehicle accidents
- m. Trees
- n. Park/open space feature south of NW 3rd St., west of Walton, behind the strip center and auto parts store. Should have a trail/pedestrian connection to the trail along the roadway

2) Elevations – residential buildings (neighborhoods adjacent to corridor), mixed use buildings (space in front of decision point), renovated facades

- a. Monument signs that suggest the desired business mix
- b. Decorative street lights
- c. Pedestrian access to front doors
- d. Site amenities
- e. Active space between buildings
- f. Articulated buildings, varying roof lines
- g. Variety of materials
- h. Photos of examples

3) Corridor View –

- a. Trees - a video progression showing tree growth from the perspective of the vehicle driver. We want to be able to show that even with trees, travelers will still see signage and buildings.
- b. Monument signs
- c. Decorative street lights and signals
- d. Landscaping
- e. Buildings closer to the road
- f. Sidewalks – people using the sidewalks
- g. Reduction in visual impact of overhead lines

4) Comparison of renovation vs new construction

- a. Possible cost/ pro forma

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH
HIGHT-JACKSON ASSOCIATES PA TO PREPARE CONCEPT PLANS
FOR THE NORTH WALTON BOULEVARD ENHANCEMENT PLAN**

WHEREAS, the North Walton Boulevard Enhancement Plan was adopted in February 2013; and,

WHEREAS, the plan lacks professional concept drawings and illustrations that are vital to promoting and implementing the plan; and,

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

Section 1. That the Mayor and City Clerk be and are hereby authorized to enter into a Professional Services Agreement with Hight-Jackson Associates PA to prepare concept plans for the North Walton Boulevard Enhancement Plan in the amount of \$25,000.

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

PASSED and APPROVED this ____ day of _____, 2014.

APPROVED:

Bob McCaslin
MAYOR

ATTEST:

Linda Spence
CITY CLERK



CHECK ALL THAT APPLY			
XX	Bid Award	Bid #	14-17
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 11, 2014

Submitted by: Mike Roberts

Department: Wastewater

Phone: 271-3160

ACTION REQUIRED:

Award bid # 14-17 to Hansen's Tree Service to provide grinding services at the Bentonville Compost Facility.

COST TO CITY:

Cost of this Request: \$90,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	90,000
Funds Expended to Date		-
Remaining Budget		90,000
Budget Adjustment		-
Remaining After Adjustment	\$	90,000

Department Head

3-4-2014
Date

Purchasing Agent

3/6/14
Date

Finance Director

3-5-14
Date

Staff Attorney

CT
3/5/14
Date

Mayor

Tom
3/6/14
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





WASTEWATER MEMO

TO: City Council, Mayor McCaslin
From: Mike Roberts, Wastewater Utilities Manager *MR*
DATE: March 11, 2014
Subject: Award Bid for Grinding Service at Compost Facility

After consideration of the bid received for providing grinding service at the Compost Facility, Staff recommends awarding bid # 14-17 to Hansen's Tree Service. Only one bid was received this year and it is listed below. The bid is attached for your review.

1. Hansen's Tree Service: \$475 per hour

Last year's rate was \$475 per hour. There is no fuel surcharge this year.

Thank you

**A FORMAL INVITATION TO BID
FROM THE CITY OF BENTONVILLE, ARKANSAS**

SUBMIT: CITY OF BENTONVILLE
PURCHASING AGENT
117 WEST CENTRAL
BENTONVILLE, AR 72712

BID NUMBER:-----14-17
ISSUE DATE:-----02/20/14
BID DATE:-----03/03/14
TIME:-----11:00 A.M.

QUANTITY	DESCRIPTION
1	Yard Waste Grinding Services
Minimum specifications attached:	
	Price per Hour \$ <u>475.⁰⁰/₁₀₀</u>

GENERAL TERMS AND INSTRUCTIONS

- 1 The City reserves the right to reject any and all bids or parts.
 - 2 Prices must be itemized. The City reserves the right to award by item.
 - 3 All bids must be FOB Bentonville and include all costs of delivery and packaging.
 - 4 All bids must be signed. Unsigned bids will not be considered.
 - 5 **Indicate BID NUMBER ON OUTSIDE OF ENVELOPE.**
 - 6 Failure to provide federal I.D. of social security number could result in rejection of bid.
 - 7 Late bids will not be considered under any circumstances.
 - 8 **For further information contact: Mike Roberts, Wastewater Dept. Mgr @ (479)271-3160**
- Company Name: Hansens Tree Service Address: 104 Hansen ct
By: Ken Byrne City: O'Fallon
Telephone Number: 3142800579 cell / 6363791830 State: mo
Federal I.D./Social Security No: 431510925 ^{office}



CHECK ALL THAT APPLY	
Bid Award	Bid #
Budget Adjustment	
Change Order	
Informational	
X Ordinance	
Resolution	
Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 11, 2014

Submitted by: Mike Roberts

Department: Wastewater

Phone: 271-3160

ACTION REQUIRED:

Approve Waiver of Bid process to purchase single source item repair parts from JWC Environmental for the automatic bar screen at McKissic lift station . This is a budgeted item.

COST TO CITY:

Cost of this Request: \$21,897

Additional Budget Amount

☒ One time amount ☐ Continuing O and M

Previously Budgeted	\$	25,000
Funds Expended to Date		
Remaining Budget		25,000
Budget Adjustment		-
Remaining After Adjustment	\$	25,000

10112 Department Head 3-6-2014 Date

Purchasing Agent Date

102 Finance Director 3/6/14 Date

CT Staff Attorney 3/6/14 Date

BoM Mayor 3/6/14 Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com*



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>3/11/2014</u>		
Requested by:	<u>Mike Roberts</u>		
Department:	<u>Wastewater</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Muffin Monster automatic bar screen at McKissic lift station.</u>		
Year & Model:	<u>2007 Muffin Monster Bar Screen</u>		
Serial #	<u>103439-3-1</u>		
To Be Purchased From:	<u>JWC Environmental - Southwest Service Center</u>		
	<u>4485 Commerce Drive, Suite 109</u>		
	<u>Buford, GA 30518-3473</u>		
Amount:	Base Amount:	\$	<u>18,597.37</u>
	Tax:	\$	<u>1,900.00</u>
	*Other:	\$	<u>1,400.00</u>
	TOTAL	\$	<u>21,897.37</u>
* List all other costs: <u>Shipping</u>			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The cutter cartridge assembly on the bar screen at the McKissic lift station must be replaced. The bar screen was purchase from JWC Environmental who is the vendor for Muffin Monster products. The repair parts for the bar screen are, therefore, a single source item. See attached memo for further explanation.			
<u><i>[Signature]</i></u>		<u>3-6-14</u>	
Department Head		Director of Finance & Administration	
Revised 6-18-99			

Memo



To: City Council, Mayor Bob McCaslin
From: Mike Roberts, Wastewater Utilities Manager *MR*
Date: March 11, 2014
Re: Request for Waiver of the Bid Process

The Muffin Monster™ automatic bar screen in the inlet channel at McKissic lift station screens rags, rocks and other debris from the wastewater in an effort to protect the five 88 horsepower pumps and reduce costly pump repairs. Once the debris is screened out of the wastewater, it goes through a grinder, dewatered and then deposited into a dumpster to be landfilled.

In order to keep the bar screen functioning properly, the cutter cartridge on the grinder needs to be replaced every four years. If the bar screen should stop running, debris would collect on the screen creating the potential for an overflow.

The total cost for the replacement cutter cartridge, including applicable sales tax, is \$21,897.37. Because JWC Environmental is the vendor for Muffin Monster™ products in this area, the repair parts for the bar screen are a single source item and, therefore, a waiver of competitive bidding is requested. \$25,000 was budgeted in the 2014 budget for this item.



East Coast Service Center
4485 Commerce Drive, Suite 109
Buford, GA 30518-3473, USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 770 925-9406

Customer: 6004991
Robert Burkett
Bentonville, City of
117 W. Central Avenue
Bentonville, AR 72712
US

Quote Number: 18922
Quote Date: 02/26/2014
Terms: NET 30 DAYS
Pricing: Valid 60 Days
Freight Terms: Buford, GA
Delivery: 3-4 wks ARO

rburkett@bentonvillear.com

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Line	Description	Qty	Unit Price	Extended Price
1	40002-0018-DI-Exchange Return	1	\$0.00	\$0.00
2	40002-0018-DI-Exchange 11cam cutters 1:1 Stack Hardened Alloy STL Buna N Elastomers Motor Type Electric Less Motor Less Reducer Less Spool Less Flanges With Drive Side Scrapers	1	\$22,875.00	\$22,875.00
3	Shipping & Handling	1	\$1,400.00	\$1,400.00
4	18.7% Discount	1	(\$4,277.63)	(\$4,277.63)
Please verify serial # and model # are correct.			Total	\$19,997.37

Explanation of Service Programs:

1. EXCHANGE PROGRAM: To minimize grinder down time, Muffin Monster owners can order a factory reconditioned cutter cartridge in exchange for your grinder requiring reconditioning. Once you receive your Exchange send the old grinder back to one of our Service Center within 30 days to activate your Warranty. Freight is included on all Exchange price quotes
2. REPAIR PROGRAM: You can elect to send your grinder to one of our Service Centers and we will Repair your grinder. First, call one of our Service Centers and we will send you a RMA # to coordinate sending in the grinder for Repair. Second, once we receive your grinder we will disassemble the grinder to evaluate its condition. Third, we will send you a Repair Quote and upon receiving a Purchase Order we will complete the Repairs.
3. NEW CUTTER CARTRIDGE: We can replace your Muffin Monster with an identical grinder using all new parts.
4. PARTS: You can elect to replace parts on your Muffin Monster. Your manual will reference all Part numbers.
5. These programs and prices do not include Controller, Motor, Reducer, Spool, Flanges, Unibody, Clean Out Combs, Extended Spool, Stainless steel cutters and or parts, Tax or Installation unless otherwise stated.
6. Please note there will be a 20% restocking fee on all returned items.
7. Lead time may vary depending on parts availability.
8. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
9. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:
Bill to Address, Ship to Address, tax exemption certificate.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE REPAIR COMPONENTS FOR THE AUTOMATIC BAR SCREEN FOR THE MCKISSIC CREEK WASTEWATER LIFT STATION AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to purchase repair components for an automatic bar screen for the McKissic Creek Lift Station, in an amount not to exceed \$21,897.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because the McKissic Creek lift station requires this type of repair component, and because JWC Environmental is the exclusive regional distributor for this type of equipment, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
Bid Award	Bid #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 11, 2014

Submitted by: Brent Boydston

Department: Fire

Phone: 271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approval for the Mayor and City Clerk to enter in to a contract with Mercy Health Systems for one year with a three year negotiated option to provide the fire department staff with yearly physicals. (SEE MEMO)

COST TO CITY:

Cost of this Request: \$36,850

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	42,250
Funds Expended to Date		-
Remaining Budget		42,250
Budget Adjustment		-
Remaining After Adjustment	\$	42,250

BCB

Department Head

3.6.14
Date

KB

Purchasing Agent

3/6/14
Date

PD

Finance Director

3-5-14
Date

CT

Staff Attorney

3/5/14
Date

BAM

Mayor

3/6/14
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney and Denise Land, Finance Director
Date: 3/11/2014
Re: Firefighter Yearly Physicals

The City advertised for "Request for Proposals" (RFP's) to perform physicals for all full time personnel on the fire department. The City received two proposals from area health clinics.

After review of the proposals, fire department staff recommended Mercy Health Systems to negotiate a price. Mercy Health Systems has provided a proposal for \$550.00 per physical for 67 personnel totaling \$36,850.00.

Mercy Health Systems has provided physicals to the fire department for the last four years, and is located in Bentonville.

Fire Department Staff recommends Council approval for the Mayor and City Clerk to enter in to a one year contract with a three year negotiated option.

MERCY CLINIC J STREET

Bentonville Fire Department
800 SW A Street
Bentonville, AR 72712

February 27, 2014

To Whom it May Concern:

Mercy Clinic J Street is pleased to continue to provide annual physicals for your organization for year 2014. The total cost proposal to your organization is \$36,850. This is calculated at \$550 per individual with a total of 67 employees. Thank you for your consideration. If you have further questions please don't hesitate to contact me.

Sincerely,

Amy Burleson
Clinic Manager

1000 SE 13th Court
Bentonville, AR 72712
Phone: 479-273-9056
Fax: 479-273-6937

Gracie Archer, MD
William DeMent, MD
Robert Holder, MD
Rossitza Hristoskova, MD
Cara Riley, DO
Roberto Saez, MD
Janice Williams, APN
Amy Burleson, Clinic
Manager



Request for Proposals
Annual Physicals

The City of Bentonville is accepting Proposals for Annual Medical Physicals for the City of Bentonville Fire Department personnel from properly licensed and insured facilities. Information on this Request for Proposal may be obtained from the Purchasing Office 117 West Central, Bentonville AR. Submittal deadline is 2:30 PM February 13th 2014. Late Submittals will not be accepted.

[Redacted Signature]
Katherine Bertschy
Purchasing Agent
City of Bentonville
(479)271-3115

117 W. CENTRAL AVE. • BENTONVILLE, AR 72712 • (479) 271-3112
• www.bentonvillear.com •

CITY OF Bentonville

REQUEST FOR PROPOSALS

FOR

EMPLOYMENT RELATED PHYSICALS

RFP NO. COB 2014-01

SUBMITTAL DEADLINE: 2:30 P.M., Thursday, February 13th 2014

08/06

**CITY OF BENTONVILLE
REQUEST FOR PROPOSALS FOR EMPLOYEE RELATED PHYSICALS**

RFP NO. COB-2014-01

NOTICE IS HEREBY GIVEN, the City of Bentonville is requesting sealed proposals from qualified persons to provide physicals for duty fitness testing of prospective and current City employees for a period of time beginning March 24, 2014 and continuing thereafter until March 1, 2015, and may be renewed on an annual basis for a period of three consecutive years pending approval of both parties and availability of funding. Interested parties will be provided sufficient information to prepare and submit proposals for consideration by the City. It is the City's intent to select the most advantageous proposal based on the evaluation criteria set forth in the Request for Proposals (RFP) packet. A copy of the RFP packet may be obtained from the City Purchasing Office, at City Hall, 117 West Central, Bentonville AR 72712, or by calling 479 271 3115.

All proposals must be sealed, clearly marked "Employee Related Physicals - RFP No. COB-2014-01. Deadline for submittals is 2:30 p.m., February 13th, 2014 and must be received in the City Purchasing Office at Bentonville City Hall by the above specified date and time. Any proposal received after that date and time, or not submitted in the proper manner, will be rejected without further consideration.

The City reserves the right to reject any and all proposals received as a result of this RFP, to waive any irregularities and to accept the proposal deemed to be in the best interest of the City. Preparation and submission of a proposal is at the proposer's sole risk and expense.

Katherine N. Bertschy, Purchasing Agent

Dated this 22nd day of January 2014

08/06

CITY OF Bentonville
REQUEST FOR PROPOSALS FOR EMPLOYEE RELATED PHYSICALS
RFP NO. COB-2014-01

GENERAL REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

1. GENERAL INFORMATION. These general requirements and instructions have been written to describe the more particularly described in the Request for Proposals (RFP) Exhibit "C" for fitness for duty testing of prospective and current City employees.

This RFP is intended to provide interested persons (herein referred to as proposers) with sufficient information to prepare and submit proposals for consideration by the City. It is the City's intent to select the most advantageous proposal based on the evaluation criteria set forth in this RFP.

The City reserves the right to reject any an all proposals received as a result of this RFP prior to the execution of a contract upon a finding that it is in the public interest to do so. Preparation and submission of a proposal is at the proposer's sole risk and expense.

Proposals and all accompanying documents will become the property of the City and will not be returned. See Section 16 of this RFP, entitled "Public Records".

This RFP contains and incorporates the following:

Exhibit "A"	Proposal Form
Exhibit "B"	Professional/Personal Services Contract, including City's Standard Contract Provisions
Exhibit "C"	Description of Services
Exhibit "D"	Minimum Qualifications
Exhibit "E"	Evaluation Criteria

2. FORM OF PROPOSAL. Proposals are to be based on and submitted in accordance with the instructions contained in this RFP. The City may change these instructions at any time prior to the Solicitation Closing by addendum as provided in Section 6 of this RFP. Proposers are responsible for responding to all addenda.

3. POINT OF CONTACT. The City Purchasing office is the point of contact in the City for this RFP. All correspondence pertaining to this RFP should be directed to Katherine N. Bertschy, Purchasing Agent, City of Bentonville 117 West Central, Bentonville AR 72712. The City Purchasing Office may be contacted by calling 479 271 3115.

4. TECHNICAL CLARIFICATIONS, REQUESTS FOR CHANGES. Questions regarding specific technical aspects of the service requested by this RFP or seeking clarification concerning this RFP may be directed to Bentonville Fire Chief by calling 479 271 3151. No oral clarification will be binding on the City. The City will be bound only by this RFP and any written addendum issued hereunder.

Requests for changes to this RFP, including requests for changes in any of the exhibits to this RFP must be submitted in writing to the City Purchasing Agent not later than ten calendar days prior to the date of the Solicitation Closing. The request must include a statement of the requested changes and the reason therefore. The request shall be marked as a "Request of Change in RFP" and specify the RFP Number set forth in the caption to this RFP. The City will respond to all written requests for changes, in writing, within five days of receipt of such request.

If inquiries, comments or requests for changes raise issues that require clarification or a modification to this RFP, the clarification or modification will be made by written addendum as provided in Section 6 of this RFP.

5. SCHEDULE OF EVENTS. The following schedule of events shall be followed for this RFP. Proposers are strongly encouraged to attend the RFP conference, if scheduled. If no date is shown below, then the event is not scheduled for this RFP. Failure to attend a Mandatory RFP Conference may result in proposal rejection.

Solicitation Starting Date (RFP available)	January 22, 2014
Solicitation Closing	February 13, 2014
Initial Proposal Review Period	February 13 –February 21, 2014
Notice of Intent to Award	February 25, 2014
Award and Execution of Contract	March 4, 2010

If the City receives a request for change or protest from a proposer in accordance with the instructions in this RFP, the City may extend the Solicitation Closing date as necessary to consider whether to issue an addendum. The City also reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The addendum shall become effective upon execution by the City.

If the City decides to negotiate with proposers in the competitive range, notice of intent to award will only be given to proposers in the competitive range and shall be made after completion of negotiations.

6. ADDENDUM TO THE REQUEST FOR PROPOSALS. In the event it becomes necessary to revise any part of this RFP prior to the Solicitation Closing, an addendum will be provided to all proposers who have requested and received a copy of this RFP. RECEIPT OF AN ADDENDUM MUST BE ACKNOWLEDGED BY SIGNING AND RETURNING THE DOCUMENT WITH THE PROPOSAL. Proposers may protest requirements of this RFP by submitting a request for change, in accordance with Section 4 of this RFP. No addendum will be issued less than four days prior to the date of the Solicitation Closing.

7. FORMAT OF PROPOSALS. Proposals must contain the information specified in Section 8 of this RFP. Proposals must be prepared on the proposal form attached hereto as RFP Exhibit "A." A proposal should provide a concise description of the proposer's ability to satisfy the requirement of this RFP and the contract attached hereto as Exhibit "B", along with the City's Standard Contract Provisions attached as an exhibit to such contract.

8. CONTENT OF PROPOSALS. Proposals should demonstrate that the proposer can furnish the services in a manner that will be cost effective for the City. Those proposals which do not contain all information required by this RFP or are otherwise non-responsive may be rejected immediately; however the City has discretion to accept a proposal that does not conform with all RFP requirements if the City determines that the non-conformance is not substantial or material. If a proposal is unclear, or appears inadequate, at the City's discretion, the proposer may be given an opportunity to explain how the proposal complies with the RFP. The City also has discretion to permit a proposer to correct a typographical error or other minor mistake or oversight in its proposal.

8.1. Proposals must contain at least the following:

8.1.1 Proposal Form. The proposal form, attached hereto as RFP Exhibit "A" must be fully completed, submitted and duly executed by the authorized representative of the proposer, and include the following:

- a. The proposer's business name, address, telephone number, fax number and federal taxpayer identification number;
- b. The proposer's legal form of entity (sole proprietor, corporation, LLC, etc.) and, if applicable, state of incorporation or organization and main office address;
- c. Name(s) and title(s) of person(s) authorized to submit the proposal and to execute the professional services contract; and

8.1.2 Qualifications. The proposers statement of qualifications must contain the following:

- a. A description of the key personnel that will perform the services and their particular qualifications;
- b. A description of how proposer complies with all minimum qualifications set forth in RFP Exhibit "D";
- c. Special services the proposer can provide in connection with the services required by this RFP and as described in RFP Exhibit "C"; and
- d. Any experience proposer has had in providing the services required by this RFP to the City or other public entities.

8.1.3 References. Proposals must contain a list of all private and public entities for which the proposer has provided similar services within the past two years and the name and phone number of a person within each entity who is knowledgeable of the proposer's performance record.

8.2 Alternatives. A proposer shall only submit alternative terms and conditions to the terms and conditions the City expressly authorized for negotiation under Section 14 of this RFP.

9. EXECUTION OF CONTRACT. The proposer selected by the City to provide the requested services will be expected to deliver proof of all required insurance, and to enter

into a written professional/personal services contract in the form attached hereto as RFP Exhibit "B".

BY SUBMITTING ITS PROPOSAL, THE PROPOSER CERTIFIES THAT IT HAS READ AND ACCEPTS ALL TERMS, CONDITIONS AND REQUIREMENTS OF THIS RFP, INCLUDING THE TERMS AND CONDITIONS OF THE FORM OF CONTRACT IN RFP EXHIBIT "B", AND THAT IF PROPOSER REFUSES TO EXECUTE THE CONTRACT AFTER AWARD, THE CITY WILL BE ENTITLED TO SEEK COMPENSATION FOR ITS DAMAGES, WHICH MAY INCLUDE THE COST OF CONDUCTING A NEW SOLICITATION.

10. DELIVERY OF PROPOSALS. In order to be considered, sealed proposals must arrive at the City Purchasing Office before the time and date of the Solicitation Closing as described in this RFP. Proposers who mail proposals should allow extra mail delivery time to insure timely receipt of their proposals. Proposals received after the Solicitation Closing will not be considered and will be returned unopened to the proposer. Proposals must be submitted in sealed envelopes clearly marked with the RFP number shown in the caption of this RFP and the time and date of the Solicitation Closing.

11. SUBMISSION AND WITHDRAWAL OF PROPOSALS. Proposers may modify or withdraw their proposals at any time prior to the Solicitation Closing by providing a written request for modification or withdrawal to the City Purchasing office. Requests for withdrawal of proposals will not be accepted after the Solicitation Closing. A proposer may also withdraw its proposal in person prior to the Solicitation Closing, upon presentation of appropriate identification and satisfactory evidence of authority to the City Purchasing Agent. The City Purchasing Agent shall obtain the signature of the person making the withdrawal.

ALL PROPOSALS SHALL BE IRREVOCABLE FOR A PERIOD OF 30 DAYS FROM THE SOLICITATION CLOSING.

12. OPENING OF PROPOSALS. Proposals received in response to this RFP will be opened in public by the City Purchasing Agent or designee, immediately after the Solicitation Closing in the City's administrative offices located at 117 West central, Bentonville Arkansas. The names and addresses of all proposers will be announced and recorded by the City Purchasing Agent. No other information will be made available at that time.

13. MINIMUM QUALIFICATIONS REQUIRED. Proposals must indicate how the proposer satisfies the minimum qualifications set forth in RFP Exhibit "D".

14. EVALUATION OF PROPOSALS. The City will evaluate the proposals according to the evaluation criteria and rating scheme set forth in RFP Exhibit "E" and in accordance with the following:

14.1 Interviews/Samples. The City may require interviews with all responsive proposers regardless of the interview schedule in Section 5 of this RFP. In addition, the City may request an interview with one or more proposers, if the City determines that an interview would help the City better evaluate the proposal, provided that no scoring for interviews will be made unless all responsible proposers are interviewed.

During the evaluation process, the City may also request work samples, demonstrations, inspections or other testing examinations from all responsive proposers if the City determines that such further evaluation should be added as rated criteria to enable the City to properly evaluate the proposals.

14.2 Use of Competitive Range/Negotiation. At the conclusion of the rated criteria evaluation process and prior to selection, the City may, but shall not be required to, interview, request demonstrations or samples from, or negotiate with the 3 proposers who have the highest criteria ratings (the "Competitive Range"). The City may increase or decrease the Competitive Range if, in the City's opinion, the number or proposals or the quality of the proposals warrants an increase or decrease in the number of proposers in the Competitive Range.

If the City determines to make its selection based on interviews, demonstrations, samples or negotiations with proposers in the Competitive Range, the City shall provide written notice to all proposers, identifying proposers in the Competitive Range. A proposer that is not within the Competitive Range may protest the City's evaluation and determination of the Competitive Range in accordance with the provisions set forth below under Section 18.3 of this RFP.

After the protest period, or after the City has provided a final response to any protest, whichever date is later, the City will begin further selection activity with proposers in the Competitive Range. The City's interviewing or negotiation team shall not favor any particular proposer. The City may only negotiate an alternative term or condition submitted by a proposer if the alternative term or condition is reasonably related to a term or condition that this RFP describes as negotiable.

14.2.1 The matters subject to negotiation shall be limited to the following:

- a. Price, however, the City may not negotiate a contract price less favorable to the City than the minimum acceptable proposal as stated in this RFP or an addendum issued prior to the solicitation closing date;
- b. The manner in which the services are to be performed or the quality or type of materials to be supplied;
- c. The personnel to be committed to the City's contract; and
- d. Other terms and provisions that the City would like to change.

14.2.2 Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time. If the City begins selection activities under this Section 14.2 of this RFP, the City shall begin such activities with all of the proposers in the competitive range. At any time during the negotiations, the City may:

- a. terminate negotiations with particular proposers and continue negotiating with the remaining competitive range proposer(s); or
- b. conclude negotiations with all competitive range proposers and make its award based on its evaluation of the comparative values achieved during the interview, demonstration, sampling or negotiating process; or

- c. reject all proposals and cancel the solicitation.

If the City does not cancel the solicitation at the conclusion of the City's negotiations with all remaining Proposers in the Competitive Range, the City shall re-score the proposals in the Competitive Range based upon the evaluation criteria in this RFP.

If the contract is to be awarded based on the negotiations, the City shall provide written notice of intent to award the Contract only to all proposers in the Competitive Range. An unsuccessful proposer may protest the City's evaluation and determination of the award as provided in Section 18.5 of this RFP.

14.3 Evaluation Record. A record will be made of all criteria evaluation ratings and all other grounds upon which a proposer is selected.

15. SELECTION PROCESS AND NOTICE OF AWARD. The City will select the proposal deemed most beneficial to the City based on its evaluation of the proposals by a selection committee of no fewer than two individuals. The apparent successful proposer and all other persons who submitted proposals will be notified of the City's selection, but if the City decides to use the competitive range process, notice of the identity of those in the competitive range will be given to all proposers, but notice of the intent to award will only be given to proposers in the competitive range. Unless award of a contract is delayed by the City, written notice of award, specifying the date of selection, will be made not later than the first business day following the date of selection. Final award will depend upon the execution of an acceptable contract and delivery of evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

16. PUBLIC RECORDS. This RFP and each original proposal received in response to it, together with copies of documents pertaining to the award of a contract shall be kept on file as a public record by the City.

17. RECORDS REVIEW; CONFIDENTIALITY. After opening, all proposals shall be available for public inspection except for those portions of a proposal that the proposer designates in its proposal as trade secrets or as confidential proprietary data in accordance with applicable state law. If the City determines such designation is not in accordance with applicable law, the City shall make those portions available for public inspection. The proposer shall separate information designated as confidential from other non-confidential information at the time of submitting its proposal. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential, and shall be publicly available regardless of a proposer's designation to the contrary.

18. PROTEST OF PROPOSER SELECTION, CONTRACT AWARD.

18.1 Purpose. An adversely affected or aggrieved proposer must exhaust all avenues of administrative review and relief before seeking judicial review of the City's selection of a proposer or contract award decision.

18.2 Notice of Competitive Range. If the City decides to negotiate with proposers in the competitive range, the City will provide written notice to all proposers of the identity of the proposers included in the competitive range. The City's notice of the proposers included in the competitive range shall not be final until the later of the following: (1) seven business days after the date of the notice; or (2) until the City provides a written response to all timely-filed protests. The City may increase or decrease the competitive range to respond to the number and quality of proposals. A business day is any day on which the City's Administrative offices are open.

18.3 Right to Protest Competitive Range.

18.3.1 An adversely affected or aggrieved proposer may submit to the City a written protest of the City's decision to exclude the proposer from the competitive range within seven business days after issuance of the notice of the competitive range.

18.3.2 The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

18.3.3 A proposer is adversely affected only if the proposer is responsible and submitted a responsive proposal and is eligible for inclusion in the competitive range i.e., the protesting proposer must claim it is eligible for inclusion in the competitive range if all ineligible higher-scoring proposers are removed from consideration, and that those ineligible proposers are ineligible for inclusion in the competitive range because:

- a. Their proposals were not responsive; or
- b. The City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been included in Competitive Range.

18.3.4 The City shall not consider a protest submitted after the time period provided in this RFP. A proposer may not protest the City's decision to not increase the competitive range above the competitive range set forth in this RFP.

18.4 Notice of Intent to Award Contract. The City will provide written notice to all proposers of the City's intent to award the contract, unless the contract is awarded following the declaration and notice of a competitive range, in which case notice of

award will be provided to all proposers in the competitive range. The City's award shall not be final until the later of the following:

- a. seven days after the date on which the notice is mailed or otherwise transmitted; or
- b. The City provides a written response to all timely-filed protests that denies the protest and affirms the award.

18.5 Right to Protest Award.

18.5.1 An adversely affected or aggrieved proposer may submit to the City a written protest of the City's intent to award within seven days after issuance of the notice of intent to award the Contract.

18.5.2 The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

18.5.3 A proposer is adversely affected or aggrieved only if the proposer is eligible for award of the Contract as the responsible proposer submitting the best responsive proposal and is next in line for award, i.e., the protesting proposer must claim that all higher-scored proposers are ineligible for award:

- a. because their proposals were non-responsive; or
- b. the City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protestor was unfairly evaluated and would have, but for such substantial violation, been the responsible proposer offering the highest-ranked proposal.

18.5.4 The City shall not consider a protest submitted after the time period provided in this RFP.

18.6 Authority to Resolve Protests. The City Staff Attorney has the authority to settle or resolve a written protest submitted in accordance with the requirements of this rule.

City of Bentonville

By: _____
Katherine N. Bertschy, Purchasing Agent

EXHIBIT "A"
RFP NO. COB-2014-01

PROPOSAL FORM

Legal Business Name: Mercy Clinic J Street / Mercy Health Systems of NW AR
Form and State of Organization: Nm profit Arkansas
Registered dba, if any: Mercy Clinic J Street
Main Office Address: 1000 SE 13th Court Bentonville, AR 72712
Telephone Number: 479-273-9056 FAX Number: 479-273-6937
Tax Identification Number: 602-1684203

Representation, Covenant and Warranty of Undersigned and Proposer

By signing this proposal, the undersigned makes the following representations and warranties:

1. That it is the duly authorized representative of the proposer for all purposes relative to the submission of this proposal.
2. That this proposal constitutes the proposer's offer to enter into a contract with the City and, if accepted by the City, will be binding and enforceable against the proposer.

By causing this proposal to be executed by the undersigned and delivered to the City, the proposer makes the following representations and warranties:

1. Proposer has read and understands the terms and conditions contained in the RFP, it has had the opportunity to protest any term or condition that it finds unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFP, including, but not limited to the contract conditions.
2. Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
3. Proposer agrees to meet all requirements contained in the RFP if it is selected to provide the services requested by this RFP.

The Proposer hereby offers to perform the services described in this RFP according to the list described below.

See Exhibit "C" for Details

Including, but not limited to:

Annual Firefighter Medical Surveillance

1. Routine Physical Exam
2. Medical History
3. Laboratory Tests (as specified)
4. Chest X-Ray
5. Electrocardiogram
6. Cardiac Treadmill Stress Test (ea)
7. PSA Test (As specified)
8. Full Pulmonary Function Test
9. Individual Reports per Firefighter
10. Annual Aggregate Report Submittal

Authorized Signature:

Print Name and Title:

Date of Signature:

[Redacted Signature]

Amy Buresm, Clinic Manager

11/3/14

EXHIBIT "B"

RFP NO. COB-14-01

CONTRACT FOR PROFESSIONAL/PERSONAL SERVICES

This contract is made and entered into this 31 day of January, 2014, by and between the CITY OF BENTONVILLE, an Arkansas municipal entity, hereinafter called "CITY", and **(Contractor's Business Name)**, an independent contractor, hereinafter called "CONTRACTOR".

SECTION 1. CONTRACTOR AGREES:

1.1 Term. Beginning March, 2014 and continuing thereafter until March, 2015, CONTRACTOR shall perform the services required by the contract.

1.2 Activities. CONTRACTOR shall provide:

- A. Employment related physicals. CONTRACTOR guarantees that individual appointments will be made and kept in a timely manner. Appointments may be made Monday through Saturday during the hours of 8:00 a.m. to 7:00 p.m. Appointments shall be fulfilled within five business days of initial contact.
- B. Professional consultation services on occupational medicine issues as requested by City.
- C. CITY with written reports on the results of physicals administered in Subsection A.
- D. In order to comply with the requirements of Title I of the Americans With Disabilities Act of 1990 concerning the confidentiality of reports prepared pursuant to this subsection, CONTRACTOR shall forward all reports in a manner that will ensure confidentiality directly to the Human Resources Office.

1.3 Expenditures. Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval. CONTRACTOR shall promptly pay all expenses it incurs as a result of this contract and shall comply with all provisions of state law applicable to this contract.

1.4 Medical Malpractice Insurance. At all times during the term of this contract, CONTRACTOR shall maintain and keep in full force, an insurance policy for medical malpractice in the amount of \$1,000,000.

1.5 Books and Records. CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this contract.

1.6 Availability. CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice.

1.7 Assignment. The responsibility for performing CONTRACTOR's services under the terms of this contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

1.8 Compliance with Law and Standard Contract Provisions. CONTRACTOR shall comply with all federal, state and local laws, including Bentonville Municipal Code Regulations relating to business registration, and with all Standard City Contract Provisions as outlined in the attached Exhibit "A".

SECTION 2. CITY AGREES:

2.1 Fee. In consideration for the above-described services, CITY agrees to pay CONTRACTOR fees as outlined in Section 1.3 above.

2.2 Terms of Payment. CONTRACTOR will tender an invoice by the tenth of each month, and CITY shall make full payment on such invoice within thirty days of its receipt.

SECTION 3. BOTH PARTIES AGREE:

3.1 Budget and Work Plan Approval. All approved invoices and work programs shall be in writing.

3.2 Independent Contractor. CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein, however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Council & Mayor.

3.3 Indemnification. Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims,

damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this contract. The extent of the CITY's obligation under this subsection is limited to the CITY's obligation under the Arkansas Municipal Rules & Regulations.

3.4 Arbitration. Any controversy regarding the language or performance of this contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Benton County for designation of the representative. The arbitration shall be conducted in accordance with Arkansas State law or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.

3.5 Attorney Fees. If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this contract, performance of this contract or failure to perform this contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

3.6 Ownership and Use of Documents. In whatever form they may be produced or stored, any documents prepared in performance of this contract and any supporting and investigative information that is gathered in the performance of this contract, upon completion of the work, or upon termination of this contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

3.7 Termination. Notwithstanding any other provision of this contract to the contrary, CITY may terminate this contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination.

3.8 Notices. Any notice required to be given under this contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

City of Bentonville
Purchasing Agent
117 West Central
Bentonville, AR 72712

Mercy Clinic J Street
Contractors Name
1000 SE 13th Court
Address Bentonville, AR 72712

3.9 Applicable Laws. The laws of the State of Arkansas shall be used in construing this contract and enforcing the rights and remedies of the parties.

3.10 Merger. There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this contract. Any amendments to this contract shall be in writing and executed by both parties.

City of Bentonville

Mercy Clinic J Street / Mercy
Contractor Name Health System

Bob Mc Caslin, Mayor

Date: _____

ATTEST:

Tax Identification Number

Linda Spence, City Clerk

EXHIBIT "C"
RFP NO. COB-2014-01

DESCRIPTION OF SERVICES

The successful proposer granted a contract with the CITY pursuant to this RFP will provide the following services related to the City's physical testing of prospective and current City employees for a period of time beginning March, 2014 and continuing thereafter until March, 2015.

CONTRACTOR shall provide the following:

- A. Employment related physicals for Firefighters as described below.
- B. Guarantee that individual appointments will be made and kept in a timely manner. Appointments may be made Monday through Saturday during the hours of 8:00 a.m. to 7:00 p.m.
- C. Written reports on the results of physicals administered in Subsection A.
- D. Professional consultation services on occupational medicine issues as requested by City.
- E. In order to comply with the requirements of Title I of the Americans With Disabilities Act of 1990 concerning the confidentiality of reports prepared pursuant to this subsection, CONTRACTOR shall forward all reports in a manner that will ensure confidentiality directly to the Human Resources Office.

Annual Fire department Medical Surveillance Exams

- 1. Routine Physical Exam
- 2. Medical History
- 3. Laboratory Test to Include:
 - a. Complete Blood Count
 - b. Urinalysis
 - c. Serum Electrolytes
 - d. Total Bilirubin
 - e. Fasting Blood Glucose
 - f. Creatinine
 - g. Blood Urea Nitrogen
 - h. Calcium
 - i. Cholesterol
 - j. Triglycerides
 - k. Uric Acid

- l. Total Protein
 - m. Albumin
 - n. Thyroid Function
 - o. Heavy Metal Poisoning
 - p. Red Blood Cell Count
 - q. HIV Testing
- 4. Chest X-Ray
- 5. Electrocardiogram
- 6. Cardiac Treadmill Stress Test (over 40 annually, under 40 bi-annually)
- 7. PSA Testing (over 40)
- 8. Full Pulmonary Function Testing
- 9. Individual Reports for Each Firefighter
- 10. An Aggregate Report to be submitted to the Fire Chief on the overall Health and Wellness of the Fire Department Personnel

Following each annual physical, the reviewing physician shall make a recommendation on the individual's report as to the firefighter's fitness for duty and ability to function in breathing apparatus, and to wear an encapsulating suit.

EXHIBIT "D"
RFP NO. COB-2014-01

MINIMUM QUALIFICATIONS

1. Proposer must be licensed pursuant to state law, registered to do business in Benton County Arkansas and have provided similar services for a minimum of two years.
2. Proposer must have the ability to assign sufficient experienced qualified personnel to conduct the services in an efficient, professional and profitable manner.
3. Contractor must have the ability to meet all requirements as set forth in City's Personal Services Contract and Standard Contract Conditions included as Exhibit "B" of this RFP.

FAILURE TO MEET THE FOREGOING MINIMUM QUALIFICATIONS CONSTITUTES A SUBSTANTIAL NON-CONFORMANCE AND WILL PREVENT THE PROPOSAL FROM FURTHER CONSIDERATION.

EXHIBIT "E"
RFP NO. COB-2014-01

EVALUATION CRITERIA

Responsive proposals will be evaluated under the criteria set forth below. For each criterion, the proposal will receive a number of points within the available range for that criterion. Unless negotiations are conducted as provided in Section 14 of the RFP, the contract will be awarded to the proposer with the highest overall score.

1. Proposal Substantially Complies with all RFP requirements. Yes____ No

If No, indicate the manner in which the proposal is non-conforming. Non-conforming proposals will not be considered for award:

- | | | |
|----|--|---------------|
| 2. | Meets or Exceeds Minimum Qualifications: | 0 – 20 Points |
| 3. | Interview/Understanding of the City's Requirements | 0 – 20 Points |
| 4. | References/Experience (including prior work with City) | 0 – 15 Points |
| 5. | Personnel for this contract | 0 – 15 Points |
| 6. | Cost | 0 – 30 Points |

8.1.2 Qualifications

- a. **Dr. Robert Holder**- 25+ years experience in Family Medicine and corporate physicals.
Dr. Rossitza Hristoskova- 20+ years in Family Medicine and corporate physicals.
Dr. Graeme Archer – 5+ in Family Medicine and corporate physicals.
Dr. Roberto Saez – 20+ years in Internal Medicine and corporate physicals.
Dr. William Dement- 20+ years experience in Internal Medicine and corporate physicals.
- b. All providers referenced above are licensed pursuant to state law by the medical board and are registered to do business in Benton County, Arkansas under Mercy Health Systems. They have provided the services listed in Exhibit “C” for 3+ years for the City of Bentonville. They are able to meet all requirements as listed in Exhibit “B”.
- c. Mercy Clinic J Street can provide all services as listed in Exhibit “C”. All services can be performed onsite.
- d. Mercy Clinic J Street has provided all services as listed in Exhibit “C” for 3+ years for the City of Bentonville.

8.1.3 References

City of Bentonville Police Department
Contact: Captain Smith (479-936-0919)

City of Pea Ridge Police Department
Contact: Tim Ledbetter (479-451-1111)

City of Bella Vista Police Department
Contact: Shelly (479-855-8030)

Walmart Corporate FAA
Contact: Natalie Garner (479-621-2447)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
MERCY HEALTH SYSTEMS FOR FIREFIGHTER
PHYSICALS FOR THE CITY OF BENTONVILLE.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Mercy Health Systems for firefighter physicals for the City of Bentonville, Arkansas as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
X	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 11, 2014

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Approval of a budget adjustment in the amount of \$10,000.00 to the Bentonville Fire Department from the Northwest Arkansas Economic Development District (NWAEDD) to purchase protective equipment for EMS personnel. This protective equipment is for personnel to wear on Active Shooter/Rescue Task Force incidents.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -


Department Head

3.6.14
Date

Purchasing Agent

Date

Finance Director


Date 3/6/14

CT
Staff Attorney
Date 3/6/14

Pam
Mayor
Date 3/10/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE







CHECK ALL THAT APPLY		
X	Bid Award	Bid # 14-12
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 11, 2014

Submitted by: Travis Matlock

Department Engineering

Phone 271-3168

ACTION REQUIRED:

Recommend the Mayor and City Council award bid for a Digger Derrick truck to Altec in the amount of \$269,480.00. This is a 2014 budgeted item.

COST TO CITY:

Cost of this Request: \$269,480

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head

Date

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

Mayor

Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



M E M O R A N D U M

DATE: March 4, 2014

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineering Director

RE: Bid award for the Digger Derrick Truck

The City of Bentonville recommends awarding the bid for the new digger derrick to Altec in the amount of \$269,480. The budgeted amount is \$265,000. However, another vehicle came in under budget, and the surplus will be applied to the digger derrick keeping the total amount for both trucks under budget.

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 3/6/2014
Re: Bid award #14-12

The 2014 Electric Department budget included funds for the purchase of a replacement 55ft Digger Derrick. Formal bids were received from the following dealers:

Altec Industries	\$269,480.00
Daleville, VA	
Versalift	\$241,838.00 *
Waco, TX	

The Purchasing Office recommends award of Bid #14-12 for the purchase of one (1) 55 FT Sheave Height Digger Derrick to Altec Industries in an amount of \$269,480.00

Note* Versalift did not meet the minimum specification for safety, capacity or stability.



CHECK ALL THAT APPLY		
X	Bid Award	Bid # 14-15
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 11, 2014

Submitted by: Travis Matlock

Department: Engineering

Phone: 271-3168

ACTION REQUIRED:

Recommend the Mayor and City Council award bid for a 1-ton cab/chassis to Nunnally Chevrolet in the amount of \$36,953. This is a 2014 budgeted item.

COST TO CITY:

Cost of this Request: \$36,953

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

TJM
Department Head
Date 3/14/14

KB
Purchasing Agent
Date 3/6/14

ra
Finance Director
Date 3/6/14

CT
Staff Attorney
Date 3/6/14
PAM
Mayor
Date 3/6/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

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PLEASE RECYCLE



M E M O R A N D U M

DATE: March 4, 2014

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineering Director

RE: Bid award for the 1-Ton Cab/Chassis

The City of Bentonville recommends awarding the bid for the new 1-ton cab/chassis to Nunnally Chevrolet in the amount of \$36,953. A service body will be purchased separately and installed at the dealership. The budgeted amount for the total vehicle is \$50,000.

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 3/6/2014
Re: Bid award #14-15

The 2014 Electric Department budget included funds for the purchase of a replacement 1-Ton Truck that will be outfitted with a utility bed. Formal bids were received from the following dealer:

George Nunnally Chevrolet	\$36,953.00
Bentonville, AR	

The Purchasing Office recommends award of Bid #14-15 for the purchase of one (1) 1-Ton Chevrolet Cab & Chassis to George Nunnally Chevrolet, Bentonville Arkansas in an amount of \$36,953.00

Note* One other bid was received after the bid deadline so could not be accepted.



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
X	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

February 27, 2014

Submitted by: Ed Wheeler

Department Administration

Phone 271-3191

ACTION REQUIRED:

Request the City Council approve two (2) changes to the 2014 City of Bentonville Pay Plan. First, request to move the part-time position of Seasonal Pool Manager" from Grade 83 to 84. Second, request adding new part-time job title of "Head Lifeguard" in Part-Time Grade 83.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head _____ Date _____

Purchasing Agent _____ Date _____

Finance Director 102 3-5-14 Date

Staff Attorney CT 3/5/14 Date

Mayor POM 3/26/14 Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE PAY PLAN FOR THE
CITY OF BENTONVILLE, ARKANSAS PERTAINING TO
TWO POSITIONS IN THE PARKS DEPARTMENT.**

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

Section 1: That the position of Seasonal Pool Manager should be and the same is hereby moved from Grade 83 to Grade 84.

Section 2: That the position of Head Lifeguard should be and the same is hereby added to the pay plan as a Grade 83,

PASSED and APPROVED this ____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
Bid Award	Bid #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 11, 2014

Submitted by: Ed Wheeler

Department Administration

Phone 271-3191

ACTION REQUIRED:

Salary discussion of elected officials - effective with January 1, 2015 pay plan.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head

Date

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

Mayor

Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

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PLEASE RECYCLE





Elected Officials Pay

During the 2008 budget process, former Councilman Eddie Austin suggested that Council review the pay of elected officials before they were up for the next election cycle.

The City's personnel policy was also amended in 2008 to include elected officials in the annual COLA if given.

Since that time, the pay of the City Clerk, City Attorney and Mayor has not been changed other than annual COLAs on the years they were given.

In March, 2012, Council voted to increase the pay of City Council from \$5827 to \$8400 per year.

During the 2014 General Election, all positions are on the ballot

SURVEY OF ELECTED OFFICIALS - 2014

CITY COUNCIL

	Fayetteville	Springdale	Rogers	Bentonville	Jonesboro
Annual Salary	\$12,504.00	\$10,200.00	\$8,985.00	\$8,713.00	\$9,608.00

CITY ATTORNEY

	Fayetteville	Springdale	Rogers	Bentonville	Jonesboro
Status	Full-Time	Full-Time	Full-Time	Part-Time	Full-Time
Annual Salary	\$112,507.00	\$101,898.00	\$113,719.00	\$18,572.00	\$101,360.00

CITY CLERK

	Fayetteville	Springdale	Rogers	Bentonville	Jonesboro
Status	Full-Time	Full-Time	Full-Time	Part-Time	Full-Time
Annual Salary	\$67,995.00	\$77,922.00	\$66,605.00	\$8,579.00	\$77,307.00

MAYOR

	Fayetteville	Springdale	Rogers	Bentonville	Jonesboro
Annual Salary	\$107,439.00	\$111,227.00	\$124,557.00	\$114,962.00	\$117,300.00
Car/Allowance - \$ Annual	No	None	Allow - \$7,200	Allow - \$5,616.00	Car Provided
Phone/Allowance - \$ Annual	None	None	Phone Provided	Allow - \$748.00	Phone Provided