



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, December 12, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, December 12, 2017 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: November 28, 2017**

AGENDA

1. Planning:
 - 1a. **Property Line Adjustment: Lot 2 of First Baptist Church Addition and Lots 28, 29, 30, 31, 32, 33 and 34 of Clark's 2nd Addition, First Baptist Church of Bentonville, Southwest C Street, Southwest 2nd Street, and Southwest A Street, DC, Downtown Core, DE, Downtown Edge, and DN-2, Downtown Medium-Density Residential.**

(Pages 7-11)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create one new lot (Lot 2) in the First Baptist Church Addition (6.90 acres) and seven new lots in Clarks 2nd Addition (Lots 28-33 are 0.11 acres and Lot 34 is 1.99 acres).

The plat shows the dedication of right-of-way for a 15-foot public alley along the rear of Lots 28-33, Block 2, in Clark's 2nd Addition. A separate vacation process vacated the existing right-of-way along Southwest B Street. A 50-foot wide public utility easement has been dedicated over the vacated portion of right-of-way to allow for the existing public utilities to remain and serve the surrounding lots. Sufficient right-of-way exists along all public streets. All new lots will have access to public utilities and a public street.

- 1b. **Property Line Adjustment: Lot 1 of Hogwild Subdivision, Rogers Warehouse Development IV, LLC , 2908 Southeast I Street, I-1, Light Industrial.**

(Pages 12-16)

The Planning Commission voted 6-0, recommending approval.

This project is an easement plat for Lot 1 of Hogwild Subdivision. The plat dedicates multiple drainage easements of varying widths and a 20-foot public utility easement to all utilities to serve the lot.

- 1c. **Ordinance: Sight Distances Amendment.**

(Pages 17-19)

The Planning Commission voted 6-0, recommending approval.

The purpose of the proposed amendment is to remove the conflicting regulations and establish the AASHTO standards for determining the appropriate sight distances at intersections and commercial driveways.

2. Fire Department Staff recommends Council allow Mayor and City Clerk enter in to a one-year agreement with Pyro Shows for the City of Bentonville's Independence Day Fireworks Show for 2018. With the option to renew for two additional one-year terms. **(Pages 20-26)**
3. Fire Department Staff recommends Council allow the Mayor and City Clerk to enter into contract with Trinity Medical Billing to process the Bentonville Fire Department's ambulance charges. **(Pages 27-30)**
4. Fire Department Staff recommends Council approve an increase in fees for ambulance service provided to the City of Highfill for fiscal year 2018. **(Pages 31-35)**
5. Appointment of Octavio Sanchez as the ex-officio member to the Airport Advisory Board for a three-year term that begins January 1, 2018 and expires on January 1, 2021. **(Pages 36-38)**
6. City Council approval of Mayor McCaslin's recommendation to appoint Cortney Carlson and Shara Fisher and reappoint Whitney Sutherland to the Parks and Recreation Advisory Board. **(Pages 39-46)**
7. City Council approval of Change Order, in the agreement with Morrison Shipley Engineers for in the amount of \$5,000.00, for construction observation for the Citizens Park pavilion and parking lot project. **(Pages 47-54)**
- 8a. City Council approval of resolution, authorizing the Mayor and City Clerk to enter into an agreement with Watershed Conservation Resource Center, in the amount of \$286,250.00, for the stream restoration at Town Branch Creek. **(Pages 55-63)**
- 8b. City Council approval of budget adjustment, in the amount of \$171,250.00, to recognize a grant from the Walton Family Foundation for stream restoration at Town Branch Creek. **(Pages 64-71)**

9. City Council approval of budget adjustment, in the amount of \$2,135,000.00, to recognize a grant from the Walton Family Foundation for trail improvements along the Razorback Greenway. **(Pages 72-80)**
10. City Council approval of budget adjustment, in the amount of \$453,600.00, to recognize a grant from the Walton Family Foundation for full design of Dave Peel Park improvements and Master Planning the future of the downtown parks. **(Pages 81-89)**
11. City Council approval of an ordinance waiving competitive bidding for chlorine at the Melvin Ford Aquatic Center, the Fountains at Lawrence Plaza, the fountain at the Downtown Square and the Bentonville Community Center. **(Pages 90-95)**
12. City Council approval of Change Order #1 with a corresponding budget adjustment, in the amount of \$13,800.00, for the Memorial Park Fence Project. **(Pages 96-100)**
- 13a. Council approval of a bid award to Blue Water Pools, in the amount of \$48,008.00, for mechanical room repairs at Melvin Ford Aquatic Center. **(Pages 101-108)**
- 13b. City Council approval of a budget adjustment, in the amount of 48,008.00, allowing for the improvement project for the mechanical room repairs at the Melvin Ford Aquatic Center. **(Pages 109-111)**
14. Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an Memorandum of Understanding with NWA Regional Planning Commission, to participate in a 1-Year Regional Stormwater Education and Coordination Program from January 1, 2018 - December 31, 2018 to be carried out by the University of Arkansas Cooperative Extension Service at a cost of \$22,400.10. **(Pages 112-117)**
- 15a. Staff requests City Council to waive competitive bidding and authorize the Mayor and City Clerk to enter into an agreement with Riggins Construction and Development, Inc.(RCD). The agreement states that the City of Bentonville would agree to reimburse RCD an amount not to exceed \$39,177.00 for a portion of the cost to reconstruct approximately 530 linear feet of Rainbow Farms Road from State Highway 12 (SW Regional Airport Blvd.) to SW Nativestone Street. These funds were previously received by the City as compensation in lieu of constructing street improvements and are being held in an escrow account. **(Pages 118-129)**
- 15b. Staff requests City Council to authorize a budget adjustment in the amount of \$39,177.00 to reimburse Riggins Construction and Development for a portion of the cost to reconstruct approximately 530 linear feet of Rainbow Farms Road from State Highway 12 (SW Regional Airport Blvd.) to SW Nativestone Street. These funds were previously received by the City as compensation in lieu of constructing street improvements and are in an escrow account. **(Pages 130-131)**
16. City Council approval of Change Order #2 for Elm Tree Road and HWY 72 W Intersection Improvements. Change order will include a Battery Backup UPS for the traffic control signal. Change Order will also include new provisions for

- final payment. The cost for Change Order #2 is \$7,100.00, which will be covered by the \$80,000.00 contingency in the original contract. **(Pages 132-134)**
17. Request City Council approve the 2018 City Pay Plan. The attached listing shows proposed changes based on the results of our 2017 salary survey. All of these changes are fully funded in the 2018 budget. **(Pages 135-140)**
 18. Recommend Mayor and City Council award the 1-year blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$902,688.79. Items will be ordered on 'as needed' basis. **(Pages 141-151)**
 19. Recommend Mayor and City Council award the 6-month blanket bid for 3 phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$539,533.00. Items will be ordered on 'as needed' basis. **(Pages 152-154)**
 20. Recommend Mayor and City Council award the 6-month blanket bid for 1 phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$271,100.00. Items will be ordered on 'as needed' basis. **(Pages 155-158)**
 21. Recommend Mayor and City Council award the 6-month blanket bid for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$159,342.00. Items will be ordered on 'as needed' basis. **(Pages 159-162)**
 22. Recommend Mayor and City Council award the 1-year blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$48,254.00. Items will be ordered on 'as needed' basis. **(Pages 163-165)**
 23. Recommend Mayor and City Council award the 1-year blanket bid for water/sewer material to the lowest bidder as shown on the attached bid tabulation in the amount of \$299,899.11. Items will be ordered on 'as needed' basis. **(Pages 166-173)**
 24. Recommend Mayor and City Council award the 1-year blanket bid for street materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$238,650.00. Items will be ordered on 'as needed' basis. **(Pages 174-176)**
 25. Recommend Mayor and City Council award the 1-year blanket bid for janitorial supplies to the lowest bidder as shown on the attached bid tabulation in the amount of \$69,190.80. Items will be ordered on 'as needed' basis. **(Pages 177-179)**
 26. An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$373,682.43. This is a 'Single Source' item in the State of Arkansas. **(Pages 180-184)**
 27. An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Mueller for water

meters less than 2" per the City of Bentonville's specifications in the amount of \$221,191.20. This is a 'Single Source' item in the State of Arkansas.

(Pages 185-189)

28. An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Core and Main for SENSUS brand water meters 2" and larger per the City of Bentonville's specifications in the amount of \$157,230.08. This is a 'Single Source' item in the State of Arkansas.
(Pages 190-195)
29. An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Holophane Ornamental Lighting for the City of Bentonville's standardized approved lighting. Prices to remain the same January through December, 2018 for the amount of \$598,080.00.
(Pages 196-206)
30. A resolution authorizing the Mayor and City Council to enter into an agreement with Terracon for construction testing and observation for the concrete drilled piers associated with the OH Electric Relocation for 8th Street in the amount of \$40,650.00.
(Pages 207-216)
31. A resolution authorizing the Mayor and City Council to enter into a letter agreement with AEP to modify the Power Supply Agreement associated with SWEPCO's purchase of a 2,000 MW wind farm and construction of a generation tie-line.
(Pages 217-221)
- 32a. Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Crist Engineers, Inc. for engineering services to resolve a sanitary sewer main-drainage channel conflict at SW 12th Street in Razorback Addition in an amount not to exceed \$19,300.00. This is a non-budgeted item, and; therefore, a budget adjustment is required.
(Pages 222-253)
- 32b. Budget Adjustment to cover costs associated with contract for Crist Engineers, Inc. to resolve sanitary sewer main-drainage channel conflict at SW 12th Street in Razorback Addition in the amount of \$19,300.00.
(Pages 254-255)



City Council Agenda Items

For City Council Meeting of December 12, 2017

From the December 5, 2017 Planning Commission Meeting

Property Line Adjustment: Lot 2 of First Baptist Church Addition and Lots 28, 29, 30, 31, 32, 33 and 34 of Clark's 2nd Addition, First Baptist Church of Bentonville, Southwest C Street, Southwest 2nd Street, and Southwest A Street, DC, Downtown Core, DE, Downtown Edge, and DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create one new lot (Lot 2) in the First Baptist Church Addition (6.90 acres) and seven new lots in Clark's 2nd Addition (Lots 28-33 are 0.11 acres and Lot 34 is 1.99 acres).

The plat shows the dedication of right-of-way for a 15-foot public alley along the rear of Lots 28-33, Block 2, in Clark's 2nd Addition. A separate vacation process vacated the existing right-of-way along Southwest B Street. A 50-foot wide public utility easement has been dedicated over the vacated portion of right-of-way to allow for the existing public utilities to remain and serve the surrounding lots. Sufficient right-of-way exists along all public streets. All new lots will have access to public utilities and a public street.

Property Line Adjustment: Lot 1 of Hogwild Subdivision, Rogers Warehouse Development IV, LLC , 2908 Southeast I Street, I-1, Light Industrial.

The Planning Commission voted 6-0, recommending approval.

This project is an easement plat for Lot 1 of Hogwild Subdivision. The plat dedicates multiple drainage easements of varying widths and a 20-foot public utility easement to all utilities to serve the lot.

Ordinance: Sight Distances Amendment.

The Planning Commission voted 6-0, recommending approval.

The purpose of the proposed amendment is to remove the conflicting regulations and establish the AASHTO standards for determining the appropriate sight distances at intersections and commercial driveways.

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lot 2 First Baptist Church Addition & Lots 28-34 Clarks 2nd Addition

SW C Street, SW 2nd Street, & SW A
Street

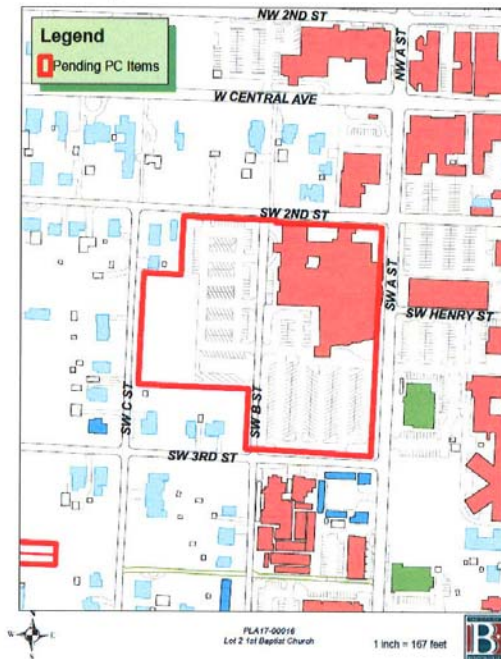
PC Date: 12/5/2017

Reviewer: Jon Stanley, Planner

Project Number	PLA17-00016
Applicant / Current Owner	First Baptist Church of Bentonville 220 S Main Street Bentonville, AR 72712
Site Area	7.56 acres
Current Zoning	DC, Downtown Core & DE, Downtown Edge & DN-2 Downtown Medium-Density Residential
Future Land Use Map Designation	Downtown Mixed Use Residential (DMUR)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is the location of the First Baptist Church located at 200 SW A Street and six single-family lots along SW C Street.

Project Details

The applicant has submitted a property line adjustment that will create one new lot (Lot 2) in the First Baptist Church Addition (6.90 acres) and seven new lots in Clarks 2nd Addition (Lots 28-33 are 0.11 acres and Lot 34 is 1.99 acres).

The plat shows the dedication of right-of-way for a 15 ft. public alley along the rear of Lots 28-33, Block 2, in Clark's 2nd Addition. A separate vacation process vacated the existing right-of-way along SW B Street. A 50 ft. wide public utility easement has been dedicated over the vacated portion of right-of-way to allow for the existing public utilities to remain and serve the surrounding lots. Sufficient right-of-way exists along all public streets. All new lots will have access to public utilities and a public street.

Utility Infrastructure

Per the GIS website, public water and sewer are available to this site.

Drainage Report

A drainage report is not required for this property line adjustment.

Waivers

No waivers requested.

Standard Conditions of Approval

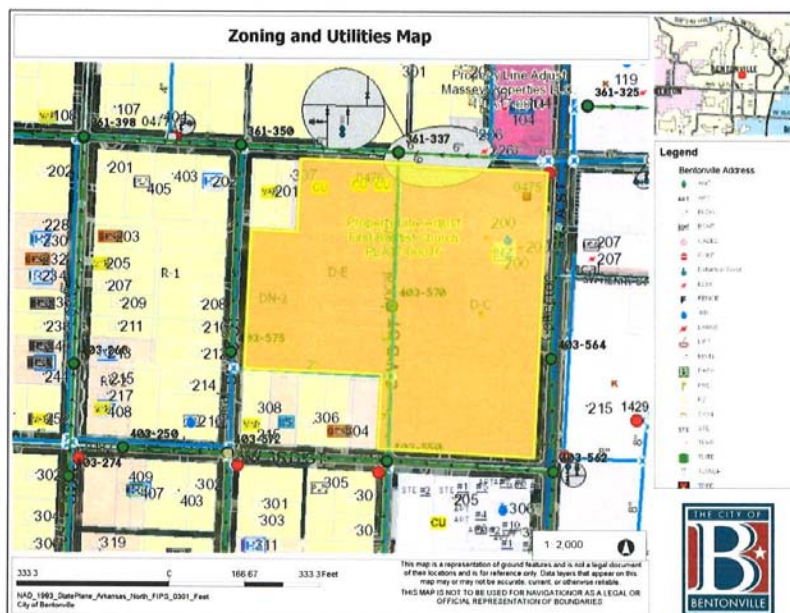
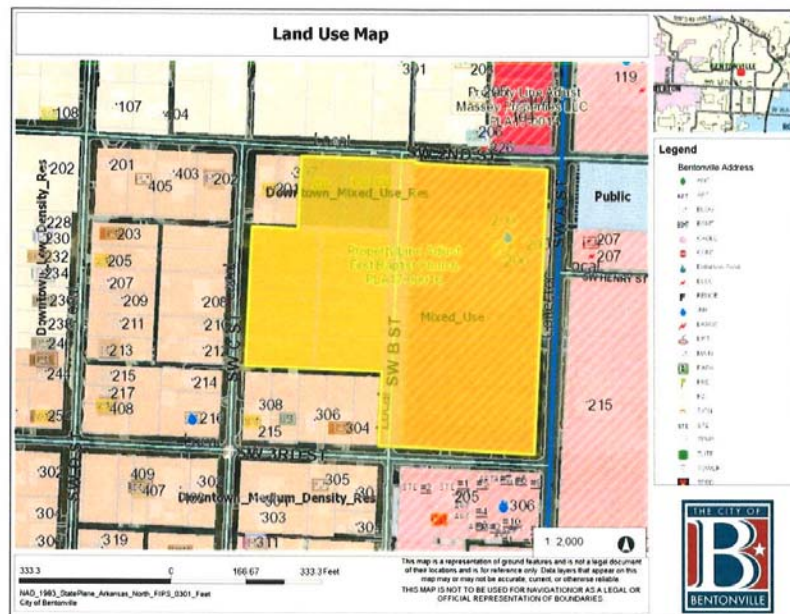
1. Provide digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

Conclusion

This property line adjustment does meet the minimum requirements of the subdivision regulations.

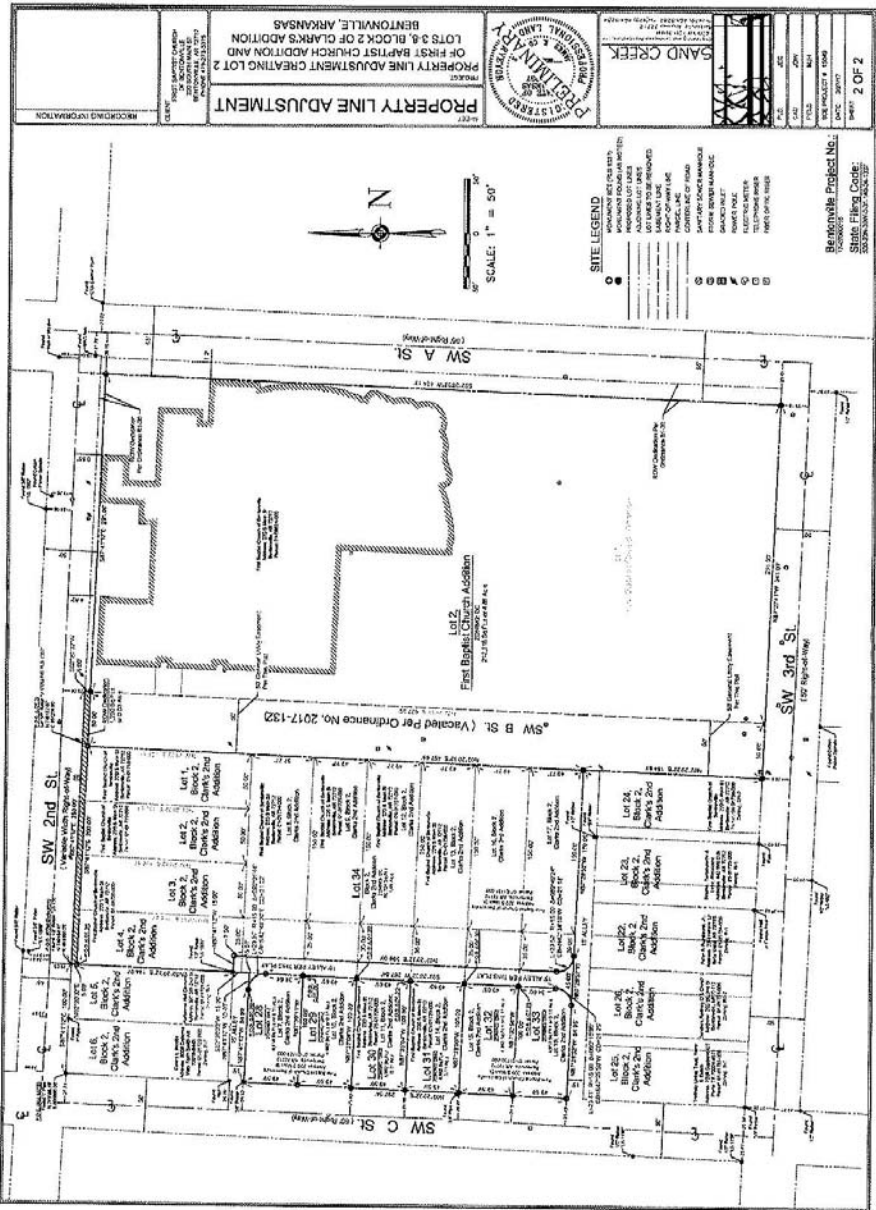
NOTES

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



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ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 2
OF FIRST BAPTIST CHURCH ADDITION & LOTS 28, 29, 30, 31, 32, 33 & 34 OF
CLARK'S 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 2 of First Baptist Church Addition & Lots 28, 29, 30, 31, 32, 33 & 34 of Clark's 2nd Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 5, 2017; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 2 of First Baptist Church Addition & Lots 28, 29, 30, 31, 32, 33 & 34 of Clark's 2nd Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lot 1 Hogwild Subdivision

2908 SE I Street

PC Date: 12/5/2017

Reviewer: Tyler Overstreet, Planner

Project Number	PLA17-0010
Applicant / Current Owner	Rogers Warehouse Development IV LLC 3801 W Walnut Street Rogers AR, 72756
Site Area	+/- 19.38 acres
Current Zoning	I-1, Light Industrial
Future Land Use Map Designation	Commercial (C)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is located at 2908 SE I Street. It is the location of Hogwild Warehouse, Phases I and II.

Project Details

This project is an easement plat for Lot 1 of Hogwild Subdivision. The plat dedicates multiple drainage easements of varying widths and a 20 ft. public utility easement to all utilities to serve the lot.

Utility Infrastructure

Per the GIS website, public water and sewer are available to this site.

Drainage Report

A drainage report was submitted and tentatively approved by the city engineer.

Waivers

No waivers requested.

Standard Conditions of Approval

1. Provide digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

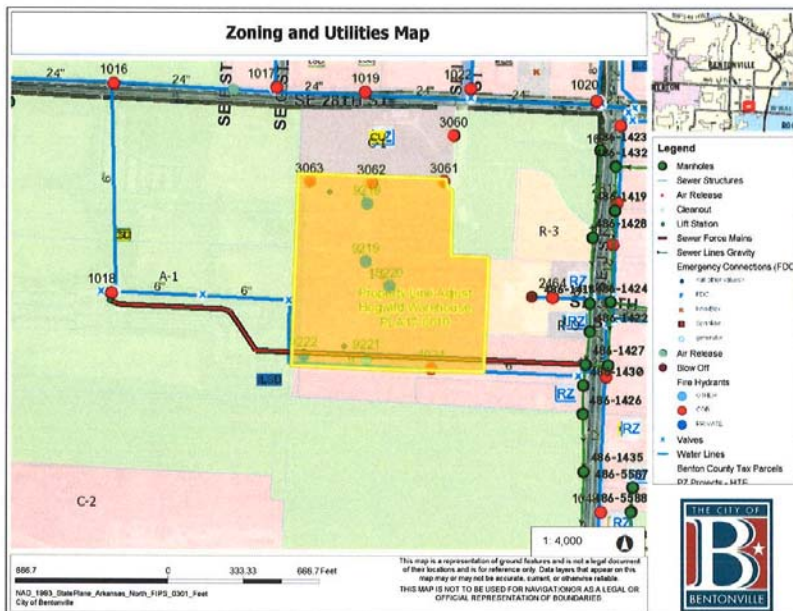
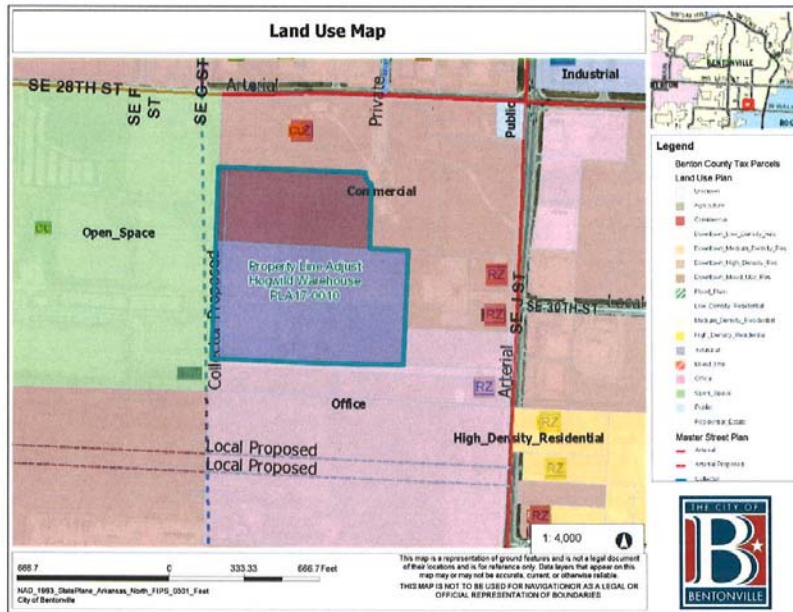
Conclusion

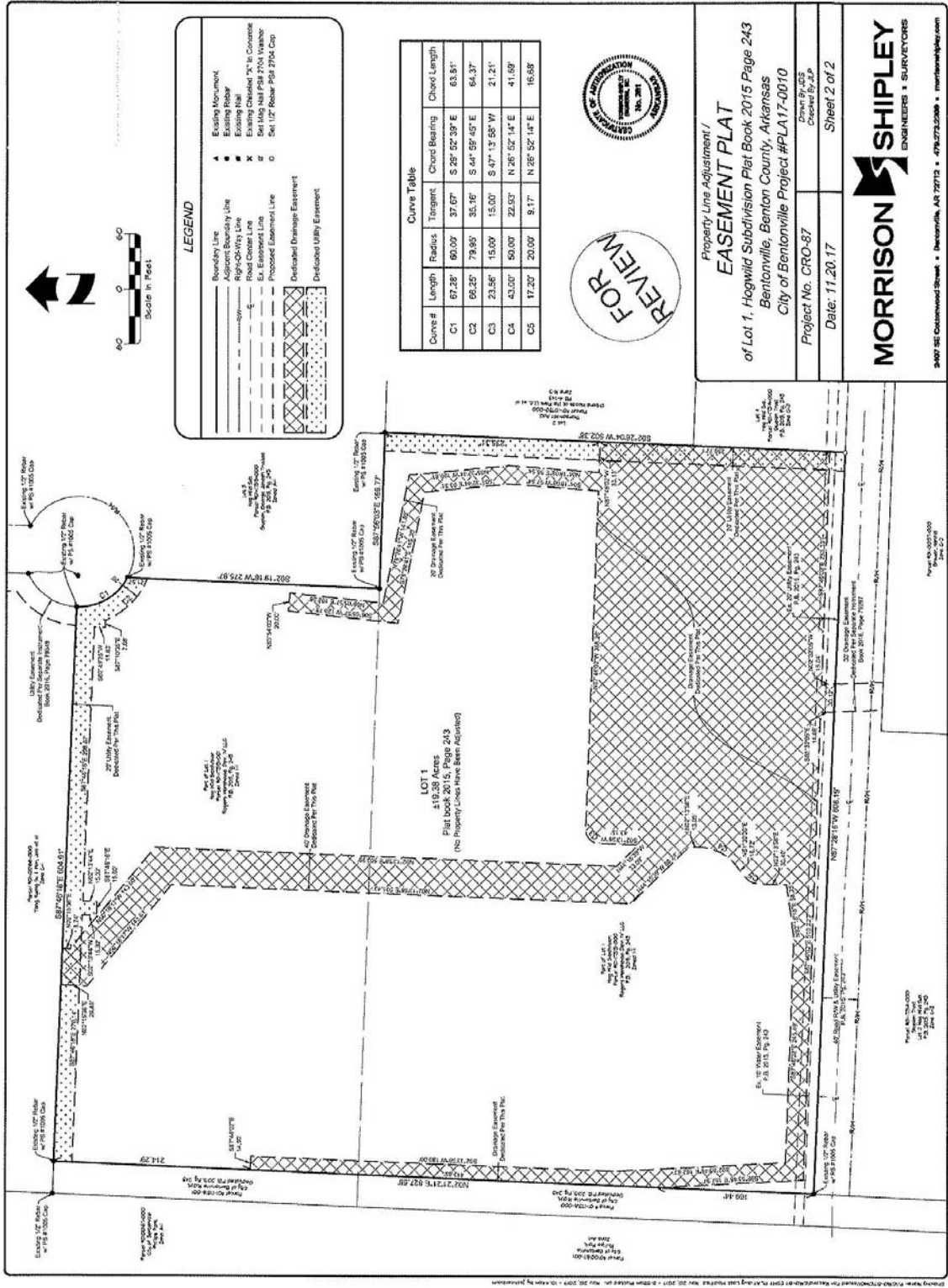
This property line adjustment does meet the minimum requirements of the subdivision regulations.

NOTES

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

PROPERTY LINE ADJUSTMENT STAFF REPORT





FOR REVIEW

Property Line Adjustment /
EASEMENT PLAT
 of Lot 1, Hogwild Subdivision Plat Book 2015 Page 243
 Bentonville, Benton County, Arkansas
 City of Bentonville Project #PLA17-0010
 Project No. CRO-87
 Drawn By: JCS
 Checked By: JLP
 Date: 11.20.17
 Sheet 2 of 2

MORRISON SHIPLEY
 ENGINEERS & SURVEYORS
 3407 SE Cottonwood Street • Bentonville, AR 72715 • 479.273.2598 • morrisonshipley.com

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 1
OF HOGWILD SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 1 of Hogwild Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 5, 2017; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 1 of Hogwild Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

ORDINANCE STAFF REPORT



Sight Distances Amendment

PC Date: 12/5/2017

Reviewer: Shelli Kerr, AICP, Planning Services Mngr

Type	Amendment
Code Impacted	Zoning & Subdivision Codes
Section(s)	Multiple Sections

<http://www.bentonvillear.com/departments/planning-department/codes/code-changes/>

Background

Currently, sight distances at intersections and driveways are calculated with a sight triangle, measured 25' along the street right of way from the intersecting streets. Within this triangle no objects between 30" and 60" are allowed. This regulation is established in several locations in both the Zoning and Subdivision codes.

The city's street specifications use AASHTO standards to determine adequate sight distances at intersections and commercial driveways. These are based on several variables, including posted speed limits and intersection controls.

The result is conflicting regulations to determine adequate sight distances at intersection and commercial driveways.

Planning and Engineering staff worked together to develop language that would accurately reflect the use of the AASHTO standards to determine sight distances to ensure consistency with the street specifications.

Purpose

The purpose of the proposed amendment is to remove the conflicting regulations and establish the AASHTO standards for determining the appropriate sight distances at intersections and commercial driveways.

Proposed Changes

- Provide the regulations for sight distances at intersections and commercial driveways in the Design Standards of the Subdivision Code as follows:
 - Establish an "area to be kept clear of sight obstructions" in which no objects between 3' and 8' in height may be located, unless otherwise approved by the City Engineer.
 - Establish the AASHTO standards for determining the "area to be kept clear of sight obstructions."
 - Establish exemptions for when the City Engineer determines that adequate visual access is available.
- Remove all language and regulations pertaining to the term "sight triangle" and, where necessary, reference the sight distance regulations in the Design Standards.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BENTONVILLE MUNICIPAL
CODE, CHAPTER 14 ZONING CODE AND CHAPTER 15
SUBDIVISION CODE CONCERNING SIGHT DISTANCES AT
INTERSECTIONS AND COMMERCIAL DRIVEWAYS.

WHEREAS, the City of Bentonville will use AASHTO standards to determine appropriate sight distance requirements at intersections and driveways;

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

Section 1. That within this ordinance, except section headings, all underlined text shall be added and strikethrough text shall be deleted.

Section 2. That Bentonville Municipal Code, Chapter 15 Subdivision Code shall be and is hereby amended by deleting the following sub-sections pertaining to sight triangles: Sec. 200 Definitions, Sight Triangle; Sec. 1100.7.E.6. Sight Triangle; Sec. 1100.10.C. Sight Triangle; and Sec. 1400.15.D.7 Sight Distances.

Section 3. That Bentonville Municipal Code, Chapter 15 Subdivision Code, Article 1100.01 General Provisions shall be and is hereby amended by adding the following:

F. *Sight distances at intersections and commercial driveways.*

- (1) *Regulations.* Except as stated in Subsection (2) *Exceptions* of this section or unless specifically approved by the City Engineer, no objects may be within the area to be kept clear of sight obstructions between three (3) feet and eight (8) feet above the elevations of the pavement edge of each intersecting street, commercial driveway, or vehicular access easement. The area to be kept clear of sight obstructions is established in Subsection (3) *Determination of area to be kept clear of sight obstructions* below.
- (2) *Exceptions.* The following are permitted to be within the area that must be clear of sight obstructions: natural and fabricated objects and natural topography of the ground if the City Engineer determines that adequate visual access is available. However, to fulfill the intent of this section, the City Engineer may require land surface modification as part of any development activity on the subject property.
- (3) *Determination of area to be kept clear of sight obstructions.* All intersections and commercial driveways shall use AASHTO standards to determine the area that is to be kept clear of sight obstructions, unless otherwise approved by the City Engineer.

Section 4. That Bentonville Municipal Code, Chapter 15 Subdivision Code, Article 900 shall be and is hereby amended by adding the following requirement for Preliminary Plats, Large Scale Developments, and Planned Unit Developments:

Dimension and provide calculations for the area to be kept free of sight obstructions at intersections and commercial driveways as determined by AASHTO standards, or as approved by City Engineer.

Section 5. That Bentonville Municipal Code, Chapter 15 Subdivision Code Article 1400 Landscaping, Screening and Buffering, Sec. 1400.4.A Sight Distances shall be and is hereby deleted and replaced with the following:

Sight distance requirements. No landscaping, screening and/or buffering shall be located so as to create an obstruction in the area to be kept clear of all sight obstructions, as set forth in Chapter 15 Subdivision Code, Article 1100.01 General Provisions, unless otherwise approved by the City Engineer.

Section 6. That Bentonville Municipal Code, Chapter 15 Subdivision Code Article 1400 Landscaping, Screening and Buffering, Sec 1400.5.C.13 Sight Distances shall be and is hereby amended with the following:

The sight triangle area to be clear of sight obstructions, as described in Sec. 1400.4.A Sight Distances, shall be indicated on the plan with a dimensioned shaded area.

Section 7. That Bentonville Municipal Code, Chapter 15 Subdivision Code Article 1400 Landscaping, Screening and Buffering, Sec. 1400.15.B.1 Replacement, Subsection (a) shall be and is hereby amended by deleting "at the sight triangle."

Section 8. That Bentonville Municipal Code, Chapter 14 Zoning Code, Article 401 Zoning Regulations, Sec. 401.5.J Visibility and Article 801 Sign Ordinance-Private Property, Sec. 801.12.C Sight Triangle shall be and are hereby deleted and replaced with the following:

Sight distance requirements. No building, structure, sign or part thereof shall be located so as to create an obstruction in the area to be kept clear of all sight obstructions, as set forth in Chapter 15 Subdivision Code, Article 1100.01 General Provisions, unless otherwise approved by the City Engineer.

Section 9. That this Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this ____ day of _____, 2017.

Approved:

ATTEST:

Mayor Bob McCaslin

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council allow Mayor and City Clerk enter in to a one-year agreement with Pyro Shows for the City of Bentonville's Independence Day Fireworks Show for 2018. With the option to renew for two additional one-year terms.

COST TO CITY:

Cost of this Request: \$30,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	30,000
Funds Expended to Date		-
Remaining Budget		30,000
Budget Adjustment		-
Remaining After Adjustment	\$	30,000

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



SHELL SUMMARY

**Independence Day - Bentonville AR
Wednesday, July 4, 2018**

\$30,000.00

<u>SHELL SIZE</u>	<u>OPENING</u>	<u>MAIN BODY</u>	<u>FINALE</u>	<u>TOTAL</u>
3"	40	360	360	720
4"	36	324	80	404
5"	12	108	60	168
6"	8	73	42	115
TOTAL SHELL COUNT				1407

LOW LEVEL PRESENTATION

6 Positions of 100-Shot Red and Blue Bowtie	600
6 Positions of 150-Shot Crackling Tail Tourbillion	900
6 Positions of 200-Shot Oriental Thunder	1200
6 Positions of 250-Shot Brocade Crown	1500
6 Positions of 1000 Shot Whistle Cakes	6000

TOTAL LOW LEVEL PRESENTATION 10200

TOTAL SHELL COUNT & LOW LEVEL PRESENTATION 11607

Fireworks 1.3 G Display
Largest Shell: 6"
Safety Radius: 420'

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.



A. M. Pyrotechnics

2429 East 535th Road
Buffalo, MO 65622

(417) 267-3799

A. M. Pyrotechnics, LLC.

ATF LICENSE # 5-MO-059-51-6A-00130

Products Ordered For Proposed Bentonville, AR Display 2018

Date: 11/12/17

Qty.	Size	Description	Country of Origin	Total Price
		Grand Opening Eruption (R, W, & B)	TIME: 60 Sec.	
30	3"	Titanium Reports & Ruby Red Cylinder Shell w/ 6.2 oz color stars	AM Pyro / USA	
16	4"	Ruby Red Cylinder Shell w/ 11.4 oz color stars	AM Pyro / USA	
30	3"	Titanium Reports & White Magnesium Cylinder Shell w/ 6.2 oz color stars	AM Pyro / USA	
16	4"	White Magnesium Cylinder Shell w/ 11.4 oz color stars	AM Pyro / USA	
30	3"	Titanium Reports & Sapphire Blue Cylinder Shell w/ 6.2 oz color stars	AM Pyro / USA	
16	4"	Sapphire Blue Cylinder Shell w/ 11.4 oz color stars	AM Pyro / USA	
24	5"	White Titanium Spider to Ruby Red to Sapphire Blue Waterfall Shells w/ Extreme Duration, Dripping Within 100' Of Ground	AM Pyro / USA	
15	6"	White Titanium Spider to Ruby Red to Sapphire Blue Waterfall Shells w/ Extreme Duration, Dripping Within 100' Of Ground	AM Pyro / USA	
		Main Show	Time: 22 Min.	
288	3"	American Made Cylinder Shell Assortment "A" w/ 6.2 oz color stars (V Angle Fire in pairs)	AM Pyro / USA	
240	3"	American Made Cylinder Shell Duration Assortment "C" w/ 6.2 oz color stars (V Angle Fire in pairs)	AM Pyro / USA	
280	4"	Domestic Shell Assortments A-- C w/ 11.4 oz color burning stars (Brocades + Color & Willow Duration Effects)	AM Pyro / USA	
180	5"	Domestic Shell Assortment A-C w/ 8 oz color burning stars (Brocades + Color & Willow Duration Effects) (V Angle Fire)	AM Pyro / USA	
120	6"	Platinum Pro Domestic Assortments A-F w/ 50% Ball Shell + 50% Heavy Cylinder Shells (I Angle Fire)	AM Pyro / USA	
		Special Scene #1	TIME: 60 Sec.	
30	3"	AM Pyro 180 Gram Silver Titanium Comets w/ 200' Tail (W Angle Fire w/ Duration Shells)	AM Pyro / USA	
24	4"	Silver Fairy Dust Nishiki Kamuro w/ Blue & Green Core	AM Pyro / USA	
24	5"	Silver Fairy Dust Nishiki Kamuro w/ Blue & Green Core	AM Pyro / USA	
15	6"	Silver Fairy Dust Nishiki Kamuro w/ Blue & Green Core	AM Pyro / USA	
		Mid Show Barrage	TIME: 60 Sec.	
30	3"	AM Pyro 180 Gram Palm Trunk Tail Comets w/ 200' Tail (W Angle Fire w/ Duration Shells)	AM Pyro / USA	
24	4"	Giant Six Leaf Golden Palm Tree w/ Ruby Red Petal	AM Pyro / USA	
24	5"	Giant Six Leaf Golden Palm Tree w/ Ruby Red Petal	AM Pyro / USA	

15	6"	Giant Six Leaf Golden Palm Tree w/ Ruby Red Petal	AM Pyro / USA	
		Special Scene #2	TIME: 60 Sec.	
30	3"	AM Pyro 180 Golden Strobe Comets w/ 200' Tail (W Angle Fire w/ Duration Shells)	AM Pyro / USA	
24	5"	Extra Long Duration Magenta + Golden Glitter + Blood Orange + White Ti Spider Waterfall Shells	AM Pyro / USA	
15	6"	Extra Long Duration Magenta + Golden Glitter + Blood Orange + White Ti Spider Waterfall Shells	AM Pyro / USA	
		Golden Stardust Waterfall Pre Finale	Time: 1 Min. + 30 Sec.	
90	3"	Golden Blizzard Waterfall Cylinder Shells w/ 8.5 oz Brocade Gold Stars (fired from 3 positions)	AM Pyro / USA	
48	4"	Golden Blizzard Waterfalls + Emerald Green & Magenta Stars (Exclusive USA Made) (6-8 second duration per shell) (W Angle Fire)	AM Pyro / USA	
36	5"	Golden Blizzard Waterfalls + Emerald Green & Magenta Stars (Exclusive USA Made) (6-8 second duration per shell) (W Angle Fire)	AM Pyro / USA	
30	6"	Golden Blizzard Waterfalls + Emerald Green & Magenta Stars (Exclusive USA Made) (6-8 second duration per shell) (W Angle Fire)	AM Pyro / USA	
		Red, White, & Blue 3 Stage Finale	TIME: 60 Sec.	
		Stage #1		
100	3"	Ruby Red Cylinder Shell w/ 6.2 oz color stars	AM Pyro / USA	
24	4"	Ruby Red Cylinder Shell w/ 11.4 oz color stars	AM Pyro / USA	
18	5"	Ruby Red Color Shells w/ Ruby Red Color Core	AM Pyro / USA	
15	6"	Ruby Red Color Shells w/ Ruby Red Color Core	AM Pyro / USA	
		Stage #2 (Blinding White Formula)	TIME: 60 Sec.	
100	3"	White Magnesium Cylinder Shell w/ 6.2 oz color stars	AM Pyro / USA	
24	4"	White Magnesium Cylinder Shell w/ 11.4 oz color stars	AM Pyro / USA	
18	5"	White Magnesium Color Shells w/ White Strobe Color Core	AM Pyro / USA	
15	6"	White Magnesium Color Shells w/ White Strobe Color Core	AM Pyro / USA	
		Stage #3	TIME: 60 Sec.	
100	3"	Sapphire Blue Cylinder Shell w/ 6.2 oz color stars	AM Pyro / USA	
24	4"	Sapphire Blue Cylinder Shell w/ 11.4 oz color stars	AM Pyro / USA	
18	5"	Sapphire Blue Color Shells w/ Sapphire Blue Color Core	AM Pyro / USA	
15	6"	Sapphire Blue Color Shells w/ Sapphire Blue Color Core	AM Pyro / USA	
100	3"	Titanium Reports w/ Silver Tails	Kanto / China	
			Subtotal	\$29,365.00
			Payment	\$0.00
			Total	\$29,365.00

TOTAL SHELLS
2,315

Turn key w/ your required insurance amount, workers comp.,
Computer choreographed & Fired display

TOTAL TIME: 30 min. + 30 Sec.	Balance Total	\$29,365.00
--	----------------------	--------------------



Contract Agreement

This Agreement made this 6th day of December, 2017, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as "PYRO SHOWS" and CITY OF BENTONVILLE with its principle place of business located at 117 W. Central Avenue, Bentonville, in the State of Arkansas, hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #18-AR-07-04-C-30000-000027 dated this 6th day of December, 2017. The Show will be given on the 4th day of July, 2018 with two option years of same show size and value: July 4, 2019 and July 4, 2020. Rain date/postponement date: 5th day of July, 2018, or may be replaced with the choice to defer the product and cost to the following year, and, if elected, may result in additional cost to the Customer. Should Customer elect to defer the show options for July 4, 2019 and/or July 4, 2020, the rain date/postponement date clause will apply to those Shows. The 2019 and 2020 option years are the same cost/budget of \$14,700.00 for each option year.
- II. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc. Customer will not incur any cost for any cancellation for any reason more than ninety (90) days prior to the event. Customer shall only incur per diem cost for law enforced burn ban or other law enforced restrictions that prohibit the use of pyrotechnics and are cause for Show cancellations beyond Customer's control.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VI. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VIII. **PERMITS AND LICENSES:** Customer shall assist PYRO SHOWS in the acquisition and maintenance of all necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. Any expenses for security or stand by fire protection shall be the responsibility of the customer. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.



- IX. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- X. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.
- XI. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIII. **PAYMENT TERMS:** CITY OF BENTONVILLE shall pay PYRO SHOWS \$30,000.00 plus applicable taxes in the amount of \$0 for a grand total of \$30,000.00 according to the terms and conditions set forth for presenting the Show for each year, 2018, 2019, and 2020. Customer shall submit a 50% deposit (\$15,000.00) upon return of signed contract by January 7, 2018. Balance will be due in the PYRO SHOWS office prior to day of show ☐ day of show ☒. HOT SPRINGS VILLAGE POA shall pay PYRO SHOWS a 50% show deposit, if applicable, for each option year by the 1st day of November prior to the option year. November 1, 2018 and November 1, 2019 respectively. For each option year, PYRO SHOWS shall provide CITY OF BENTONVILLE with a thirty (30) day written notification of deposit due date.

IMPORTANT: Checks must be made payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ DATE: _____
Lansden E. Hill, Jr., President

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation or affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council allow the Mayor and City Clerk to enter into contract with Trinity Medical Billing to process the Bentonville Fire Department's ambulance charges.

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	\$ -

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: 12.12.2017
Re: Trinity Medical Billing

Fire Department Staff recommends Council allow the Mayor and City Clerk to enter into contract with Trinity Medical Billing to process Bentonville Fire Department ambulance charges.

Trinity Medical will charge 7% for all revenue received.

Trinity Medical Billing
Contract of Services

This is to certify that on this day, the 15th day of November in the year 2017, Bentonville Ambulance will enter into a business agreement with **Trinity Medical Billing**.

Trinity Medical Billing agrees to provide services which include, but are not limited to:
Insurance claims submissions, data entry, accounts receivables, monthly statements, and month end reports for the provider. **Trinity Medical Billing** will review and consider special requests made by Bentonville Ambulance for services not listed above. Review and consideration is not a guarantee of acceptance.

All postage related to billing will be paid by **Trinity Medical Billing**

FEES and EXPENSES:

The fees for services listed above will be 7% of the total monthly balance collected on behalf of Bentonville Ambulance. Invoices for the previous months collections will be sent at the end of each month. Commissions are to be paid by the 10th of the following month.

This contract is for a period of **12 consecutive months** beginning with the above-mentioned date. In addition, this contract will automatically renew exactly 12 months from the aforementioned date unless written cancellation is provided within 30 days before renewal date. Should this contract be terminated for any reason, the provider agrees to pay **Trinity Medical Billing** any commissions that are left outstanding for dates of service worked under this contractual agreement until all monies due are paid in full. The provider also agrees to turn all billing information over to **Trinity Medical Billing** for the purpose of insurance billing and collections on behalf of Bentonville Ambulance, and at no time during the course of this contract will the provider do any part of their own billing "in house" or subcontract with another Biller/Agency to perform any part of the duties assigned to **Trinity Medical Billing** for the duration of this contract.

[Redacted Signature]

Signature of Billing Agent

Date: 11-15-17

Signature of Provider

Date: _____

Signature of Witness

Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
TRINITY MEDICAL BILLING FOR AMBULANCE
BILLING SERVICES FOR THE CITY OF BENTONVILLE
FIRE DEPARTMENT.

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 Trinity Medical Billing for Ambulance Billing Services for the City of
Bentonville Fire Department 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 _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approve an increase in fees for ambulance service provided to the City of Highfill for fiscal year 2018.

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	\$ -

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: 12.12.2017
Re: City of Highfill Ambulance Increase

Fire Department Staff recommends Council approve an increase in fees for ambulance service to the City of Highfill for fiscal year 2018.

The City of Highfill has agreed to the increase and signed the agreement.

AGREEMENT
FOR EMERGENCY MEDICAL SERVICES

This Agreement for Emergency Medical Services is entered into on this first day of January, 2018 by and between Highfill, Arkansas, hereinafter referred to as "Highfill" and the City of Bentonville, Arkansas, hereinafter referred to as "Bentonville".

WHEREAS, A.C.A § 25-20-104 authorizes Cities and Counties to enter into contracts to cooperate or join with each other to provide services; such to specify the responsibilities of all parties; and,

WHEREAS, both parties acknowledge that the continued provision of emergency medical services is crucial for the continued health and safety of the residents of Highfill; and,

WHEREAS, there is a need to financially support emergency medical services in Highfill; and,

WHEREAS, Highfill is willing to financially support Bentonville in providing emergency medical services; and,

WHEREAS, Bentonville is capable of providing emergency medical services to the incorporated areas of Highfill;

NOW, THEREFORE, in consideration of the mutual covenants and agreements continued herein, Highfill and Bentonville agree as follows:

- 1) Service Area. Bentonville will provide primary paramedic level emergency medical services to the incorporated areas of Highfill. Should no Bentonville ambulance be available to respond, every effort will be made to dispatch a neighboring ambulance service.
- 2) Funding. Highfill will pay to Bentonville the sum of \$14,800.00 per year for this emergency service. Bentonville will bill Highfill for this fee, in four (4) equal installments of \$3,700.00 beginning in March.
- 3) Insurance. Bentonville will secure and maintain insurance sufficient to protect it from claims under the Worker's Compensation Act.
- 4) Non-Discrimination. During the performance of this Agreement, Bentonville agrees it will not discriminate against any employees or applicant because of race, color, religion, sex, or national origin.
- 5) Compliance with Law. Bentonville will comply with all applicable laws, ordinances, and codes of the State and local government related to performance of this agreement, including the Freedom of Information Act.

- 6) Equipment. All Emergency Medical Services Equipment will be maintained in good working condition.
- 7) Term of Agreement. This Agreement will be for a one year term beginning January, 2018 and will automatically renew each following year unless terminated in writing. The provision of this Agreement may be renegotiated annually by the parties.
- 8) Termination. This Agreement may be terminated at any other time by either party upon a sixty (60) day written notice. Notice of termination by Highfill shall be sent to the Mayor of Bentonville, 117 West Central Avenue, Bentonville, AR 72712. Notice of termination by Bentonville shall be sent to the Mayor of Highfill, 15036 W. Highway 12, Gentry, Arkansas 72734.
- 9) Amendment(s). All amendments to this Agreement shall be in writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties hereto.

CITY OF BENTONVILLE

CITY OF HIGHFILL

BY: _____ BY: _____

DATE: _____ DATE: _____

ATTEST: _____

DATE: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO AN AMENDED AGREEMENT
FOR AMBULANCE SERVICE WITH HIGHFILL,
ARKANSAS.**

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to enter into an amended agreement for ambulance service with Highfill, Arkansas, as 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 _____, 2017.

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:

December 12, 2017

Submitted by:

Mayor McCaslin

Department

Administration

Phone

271-3112

ACTION REQUIRED:

Appointment of Octavio Sanchez as the ex-officio member to the Airport Advisory Board for a three year term that begins January 1, 2018 and expires on January 1, 2021.

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	\$ -

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





December 7, 2017

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Octavio Sanchez to the City of Bentonville's Airport Advisory Board.

I recommend Octavio Sanchez for appointment as the ex-officio member to the City of Bentonville's Airport Advisory Board. Mr. Sanchez's term will begin January 1, 2018 and expires on January 1, 2021.

A handwritten signature in blue ink, appearing to read 'BMc', is positioned above the printed name.

Bob McCaslin

November 29, 2017

Mr. Mayor,

I would like to be considered as the ex-officio member of the Airport Advisory Board.

Thank you,

Octavio Sanchez

Council Member, Ward 4.



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	15-44
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 13, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of Mayor McCaslin's recommendation to appoint Cortney Carlson and Shara Fisher and reappoint Whitney Sutherland to the Parks and Recreation Advisory Board.

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	\$ -

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: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 27, 2017
Re: City Council approval of Mayor McCaslin's recommendation to appoint Shara Fisher and Cortney Carlson, and reappoint Whitney Sutherland to the Parks and Recreation Advisory Board.

Parks and Recreation Staff seeks approval of the appointment of two new members, as well as the reappointment of one current members to the Parks and Recreation Advisory Board (PRAB). The PRAB is comprised of nine (9) members and one (1) City Council Member. PRAB Member terms are three years in length and members are able to serve two (2) consecutive terms. By ordinance, the Mayor recommends potential members to the City Council for approval.

In October, Staff began advertising openings for this board. During the six week advertising period, a total of 17 residents applied for the vacant positions. Each new applicant received an interview.

After interviewing each candidate, I forwarded our recommendations to the Mayor for his appointment. Whitney Sutherland was selected to return to the board and serve her second term. Shara Fisher and Cortney Carlson will replace Amy Davis and Holly Hook. Davis and Hook's term(s) end December 31 after six (6) years of service to Parks and Recreation. Mrs. Carlson comes to the board as a lifelong resident of Bentonville with experience in our parks system as a participant and volunteer in multiple programs. Ms. Fisher is a member of the Bentonville Community Center with experience as a participant in multiple adult recreation programs, as well as a parent of children who participate in multiple programs. Both new members should prove to be a valuable assets to our department as we move forward.

If you have any questions, regarding this item, please contact me at 464.7275, or email dwright@bentonvillear.com.

Attachments:
New Member Applications



December 7, 2017

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Cortney Carlson and Shara Fisher to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Cortney Carlson and Shara Fisher for appointment to the City of Bentonville's Parks and Recreation Advisory Board. Both members' terms will expire on December 31, 2020.

Bob McCaslin

Received 10-20-17



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name Courtney Carlson

If married, spouse's name: Kelly Carlson

Home Address [Redacted]

City [Redacted]

Home/Cell Phone [Redacted]

Business Phone [Redacted]

Email Address [Redacted]

Occupation [Redacted]

Employer Walmart

Length of Residency in Bentonville Born & Raised

*Must be a Bentonville resident to serve on a Bentonville Board or Commission.

REFERENCES

Name Debra Layton

Phone [Redacted]

Email [Redacted]

Name [Redacted]

Phone [Redacted]

Email [Redacted]

Please select all commissions / boards for which you would like to be considered:

- | | |
|---|--|
| ☒ Advertising & Promotion Commission | ☐ Fireman's Pension Board |
| ☐ Airport Advisory Board | ☐ Library Advisory Board |
| ☐ Bentonville Facility Board | ☐ Ozark Regional Transit Authority (Bentonville representative) |
| ☐ Board of Adjustment | ☒ Parks & Recreation Advisory Board |
| ☐ Bentonville Housing Authority | ☐ Planning Commission |
| ☐ Criminal Nuisance Abatement Board | ☐ Public Art Advisory Committee |
| ☐ Community Development Block Grant Advisory Committee | ☐ Tree & Landscape Advisory Committee |

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

See Attachment

2. Why would you like to be considered for appointment to this commission or board?

See Attachment

RETURN THIS APPLICATION TO: Submit by Email (button below) or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.

[Submit by Email](#)

1. In my current role at Walmart I serve in a strategic development position which provides me experience to think big picture and connect the dots to ensure our efforts are making the right impact. In my previous role as a project manager I worked on large scale projects that required collaboration throughout several different departments in the organization. I enjoy thinking through logistics and seeing a plan through to completion. In the past I served as Volunteer Coordinator, Co-Chair and finally Race Chair for the Susan G. Komen Race for the Cure in Rogers. I have a passion for the community and giving back.

2. I recently read an article that stated an average of 30 new residents per day move to NWA. I am excited about the growth and what that means to our city, but that amount of growth also brings challenges. As a proud Bentonville Native the future plan for Bentonville is extremely important to me. In our family with two small girls we visit any and all of the park facilities as well as take advantage of the city organized programs, while my husband and I also enjoying biking and running. The facilities available to Bentonville are such a benefit to the city and I would like to be a part of the team that manages current programs as well as plans for future growth.



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

APPLICANT INFORMATION

Name Shara Fisher

* Must be a Bentonville resident to serve on a Bentonville Board or Commission.

If married, spouse's name:

Home Address

City Bentonville Zip Code 72712

Home/Cell Phone

Business Phone

Email Address

Occupation Sales Director

Employer Arma Sales

Length of Residency in Bentonville 11 years

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name David Wright

Phone

Email

Name Paul Stolt

Phone

Email

Please select all commissions / boards for which you would like to be considered:

- | | |
|---|--|
| ☐ Advertising & Promotion Commission | ☐ Fireman's Pension Board |
| ☐ Airport Advisory Board | ☐ Library Advisory Board |
| ☐ Bentonville Facility Board | ☐ Ozark Regional Transit Authority (Bentonville representative) |
| ☐ Board of Adjustment | ☒ Parks & Recreation Advisory Board |
| ☐ Bentonville Housing Authority | ☐ Planning Commission |
| ☐ Criminal Nuisance Abatement Board | ☐ Public Art Advisory Committee |
| ☐ Community Development Block Grant Advisory Committee | ☐ Tree & Landscape Advisory Committee |

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

Former member - only was able to serve a partial term due an unexpected, short move (4 months) into Centerton. I have a love for all things play Bentonville, have been active in many city sports, and almost daily use the trails.

2. Why would you like to be considered for appointment to this commission or board?

I loved my time w/ the board, helping shape what I feel makes Bentonville stand superior to most communities (in addition to our people). I miss it :)

RETURN THIS APPLICATION TO: Submit by Email (button below) or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.

[Submit by Email](#)



December 7, 2017

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Reappointment of Whitney Sutherland to the City of Bentonville's
Parks and Recreation Advisory Board.

I recommend Whitney Sutherland for reappointment to the City of Bentonville's Parks and Recreation Advisory Board. Ms. Sutherland's term will expire on December 31, 2020.

Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name Whitney Sutherland

* Must be a Bentonville resident to serve on a Bentonville Board or Commission.

If married, spouse's name:

Home Address

City Bentonville Zip Code 72712

Home/Cell Phone

Business Phone

Email Address .com

Occupation Retail Finance

Employer Walmart

Length of Residency in Bentonville 3 yrs

REFERENCES

Name Scott Rampy

Phone

Email

Name Mark Mohler

Phone

Email

Please select all commissions / boards for which you would like to be considered:

- | | |
|---|--|
| ☐ Advertising & Promotion Commission | ☐ Fireman's Pension Board |
| ☐ Airport Advisory Board | ☐ Library Advisory Board |
| ☐ Bentonville Facility Board | ☐ Ozark Regional Transit Authority (Bentonville representative) |
| ☐ Board of Adjustment | ☒ Parks & Recreation Advisory Board |
| ☐ Bentonville Housing Authority | ☐ Planning Commission |
| ☐ Criminal Nuisance Abatement Board | ☐ Public Art Advisory Committee |
| ☐ Community Development Block Grant Advisory Committee | ☐ Tree & Landscape Advisory Committee |

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

I am a member of the adult recreation community as a triathlete, runner, cyclist, and swimmer. I belong to the community center and participate in Parks and Rec sponsored events/activities. I have an MBA from the Univ of Arkansas and my BA is in Business Communication.

2. Why would you like to be considered for appointment to this commission or board?

I love seeing our community be active and live healthy lifestyles. Bentonville is a gem - full of great amenities and I want to serve on the board to make sure we continue to offer our residents these great parks, trails, facilities and events.

RETURN THIS APPLICATION TO: Submit by Email (button below) or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.

[Submit by Email](#)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of Change Order, in the agreement with Morrison Shipley Engineers for in the amount of \$5,000.00, for construction observation for the Citizens Park pavilion and parking lot project.

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	\$ -

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: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 26, 2017
Re: City Council approval of a change order in the agreement with Morrison Shipley Engineers, in the amount of \$5,000, for construction observation services for the Citizens Park Pavilion and Parking Lot.

In February 2017, City Council approved an agreement with Morrison Shipley Engineers for design services for a new pavilion and parking lot in Citizens Park. The original contract total was \$20,540. This new change order brings the contract to a total of “not to exceed” \$25,540.

Morrison Shipley has always performed at a high level of service when working with projects with Parks and Recreation. This project has been no different. Their team provided project plans in a timely manner, worked through any challenge we faced and presented a detailed set of plans for the project.

As construction began, our team asked them to provide construction observation on a higher level of what they originally planned. I personally, asked John Wary to increase the total of hours in their contract to ensure we had professional engineers overseeing the project.

In previous projects at Citizens Park, we have experienced sub surface soils that are not always the best for construction. Knowing the key to a successful project is focused on site preparation, concrete slabs and an asphalt parking lot, it is crucial that we have trained professionals observing the project. Mr. Wary with Morrison Shipley suggested we increase the agreement in an amount of “not to exceed \$5,000”. We will pay Morrison Shipley for the observation they provide on an hourly rate. But we only pay for the service we need. Our team believes this to be the most fair to the city’s budget and will ensure we have a successful project.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:
Amendment to Contract



February 6, 2017

Mr. David Wright, Director
Bentonville Parks and Recreation
215 SW A Street
Bentonville, AR 72712
(479) 464-7275

**RE: *Proposal to Provide Professional Services
Citizens Park Pavilion, Parking, and Stage
City of Bentonville, Arkansas***

Dear David:

We greatly appreciate the opportunity to continue working with the City of Bentonville on this project. Based on our discussions, we understand that the City is asking Morrison-Shipley to prepare construction documents for a 1,440 SF pre-engineered Pavilion, 15 space parking lot, sidewalks, and a stage near the amphitheater at Citizens Park.

PROPOSED SCOPE OF SERVICES

Morrison-Shipley's services for this project will consist of the following items:

Construction Documents:

1. Prepare construction plans and details needed to construct the Pavilion slab, foundation, and brick column trim, parking lot for pavilion and walks, and a concrete stage with a 2' knee wall with electric receptacles. MSE will gather topographic data of the construction areas and use this information as a basis for our construction plans. MSE will subcontract with a local structural

2407 SE Cottonwood Street | Ste 1
Bentonville, AR 72712
479.273.2209

engineer to design concrete foundations, slabs, and concrete wall around stage, and a Geotechnical Engineer to obtain a soils' report to be used as a basis for the foundation design.

2. Prepare contract documents and technical specifications in a format that is suitable to the City of Bentonville for public bidding.

Bidding Phase:

1. Prepare bidding advertisement and provide to the City of Bentonville for their submittal to local newspaper(s).
2. Coordinate reproduction of plans and specifications and issue same to prospective bidders. MSE will pay for plan and specification reproduction costs for "Issued for Bidding" set and then retain bidders' payments for such documents without refund to the contractors.
3. Receive and answer contractor questions during bidding period and issue addendums, if necessary.
4. Conduct public bid opening on behalf of the City of Bentonville.
5. Prepare bid tabulation, provide recommendation of award letter to the City of Bentonville, and attend City Council meeting for same.
6. Review contract documents submitted by contractor for compliance with contract requirements. If acceptable, issue Notice to Proceed to contractor.

Construction Administration/Observation:

1. Provide up to 40 hours of Construction Phase services (30 hrs. Construction observation @ \$78/hr. and 10 hrs. Principal @ \$170/hr.), including:
 - a. Field observation;
 - b. Office time to prepare reports;

- c. Review of contractor RFI's;
 - d. Review of contractor product submittals;
 - e. Preparation of change orders.
2. Coordinate and perform final inspection with City Staff.
3. Prepare record drawings at the completion of construction based on a redline set provided to us by the contractor.

FEES:

Morrison-Shipley will be paid the following Fees for our services:

Basic Services

Construction Documents (Lump Sum):	\$ 14,800.00
Bidding Phase (Lump Sum):	\$ 1,500.00
Construction Administration/Observation (Hourly budget):	\$ 4,040.00

Reimbursable Expenses (estimated)

Printing (<i>Printing that is not reimbursed by plan sales</i>):	\$ 200.00
--	-----------

Please see the Fee Conditions that follow below.

Fee Conditions:

1. The Maximum amount to be billed for this project, without additional authorization, will be **\$20,540.00**.
2. Reimbursable Expenses will be charged at our direct cost with a zero (0) percent markup.
3. Services not listed in this proposal or any changes to the project scope that are requested by the City of Bentonville or other parties after we have started our work will be billed as ADDITIONAL SERVICES in accordance with our fee schedule that is current when the work is performed.

Mr. David Wright
Citizens Park Trail
Page 4 of 4

4. For project delays that are more than 120 days, which are beyond our control, we reserve the right to request additional compensation.
5. Invoices for our services will be issued on or about the 1st day of each month for work completed to date less previous billings. Payment terms shall be Net 30 days.

EXCLUSIONS:

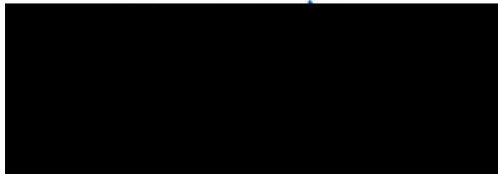
Morrison-Shipley has NOT included the following items in this proposal:

1. Arkansas One-Call locates.
2. Outside agency review fees and permit fees.
3. Newspaper advertising fees.
4. Preparation of SW3P and/or oversight and administration of SW3P during construction, including post-rain inspections, mitigation work, and review of contractor's compliance, among others.

If this Proposal is acceptable to you, please sign below and provide me with a signed copy.

Please call me if you have any questions and thank you for placing confidence in Morrison-Shipley to complete this project!

Sincerely,
Morrison-Shipley Engineers, Inc.



John Wary, P.E.
Sr. Vice President

Agreed to by:
City of Bentonville



Honorable Bob McCaslin Date
Mayor



November 15, 2017

Mr. David Wright, Director
Bentonville Parks and Recreation
215 SW A Street
Bentonville, AR 72712
(479) 464-7275

**RE: *Amendment 1 to Morrison-Shipley Contract
Citizens Park Pavilion, Parking, and Stage
City of Bentonville, Arkansas***

Dear David:

This Amendment 1 shall be considered to be in addition to the original contract between MSE and The City of Bentonville, titled "*Citizens Park Pavilion, Parking, and Stage*" dated February 6, 2017 and signed by the City on March 1, 2017.

PROPOSED SCOPE OF SERVICES

Morrison-Shipley's additional services for Amendment 1 will consist of the following items:

Construction Phase services will be provided as described above in the original contract with an additional fee of \$5,000.00 added to the contract for Construction Phase Services.

Our original contract amount was \$20,540.00. **This amendment will increase our Maximum allowable fees for this project to \$25,540.00.** Services not listed in this proposal or any further changes to the project scope that are requested by the City of Bentonville or other parties will be billed as ADDITIONAL SERVICES in accordance with our fee schedule that is current when the work is performed.

Mr. David Wright
Citizens Park Pavilion, Parking, and Stage
Page 2 of 2

All terms listed in the contract between MSE and The City of Bentonville, titled "***Citizens Park Pavilion, Parking, and Stage***" dated February 6, 2017 and signed by the City on March 1, 2017 will remain unchanged unless stated to be modified with this Amendment.

If the terms of this Amendment are acceptable to you, please have this Amendment signed below and provide me with a signed copy.

Sincerely,
Morrison-Shipley Engineers, Inc.



John Wary, P.E.
Sr. Vice President

City of Bentonville

Honorable Bob McCaslin
Mayor



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of resolution, authorizing the Mayor and City Clerk to enter into an agreement with Watershed Conservation Resource Center, in the amount of \$286,250.00, for the stream restoration at Town Branch Creek.

COST TO CITY:

Cost of this Request: \$286,250

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 26, 2017
Re: City Council approval of a resolution authorizing the Mayor and City Clerk enter into an agreement with Watershed Conservation Resource Center, in the amount of \$286,250, for Stream Restoration at Town Branch Creek.

Parks and Recreation is seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Watershed Resource Conservation Center (WCRC) for stream restoration of Town Branch Creek near Slaughter Pen and the Razorback Greenway.

In 2015, we discovered the flowing creek of Town Branch has exited its historic channel and was now flowing within 5 feet of the hard surface trail. Following that discovery, after any rain events, the rise in the water would flood the trail and block access to the nearby single-track trails. This was caused by the amount of gravel that has washed downstream during recent years. The new path threatened the trail infrastructure. Parks and Recreation hired ALTA Trail Design to evaluate the condition and design a possible trail repair / relocation due to the new flow of the creek. A design was provided to staff that elevated the trail and allowed the creek to continue to flow in the new developed channel. The cost of this project was approximately \$115,000 and was included in the 2017 operational budget.

In early 2017, representatives from the Walton Family Foundation approached Parks and Recreation staff to ask permission to hire a qualified firm to evaluate the possibility of bringing the flow back to the historic channel, with a design that would provide a long term and sustainable solution. At the conclusion of the work, the study was submitted to Parks and Recreation Staff to evaluate and make determinations of next steps. After a thorough review of the study conducted by WCRC, Parks and Recreation agreed the plan submitted was the best possible solution. However, Parks and Recreation Staff was concerned the project came with a price tag of more than double the original plan. At that point, the Walton Family Foundation invited Parks and Recreation to apply for a grant for the difference in the price of the two projects.

This agreement with WCRC is for stream restoration for the affected areas of the creek. This project will bring the flowing water back to its historic channel and ensure the long term sustainability of the hard surface trail. Further, it will allow Parks and Recreation to reclaim an area of the park that was previously one of the most scenic areas of the entire parks system. The total price of the contract is an amount not to exceed \$286,250. Of this

total, \$115,000 will come from the City's General Fund. The balance will come from a grant from the Walton Family Foundation. If this agreement is approved, work will begin immediately with the intent to complete the project no later than December 2018.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:

Agreement with WCRC



CONTRACT FOR SERVICES

This Contract is entered into by and between the City of Bentonville, 117 West Central Avenue, Bentonville, AR, 72712 ("CITY"), and Watershed Conservation Resource Center, 380 W. Rock Street, Fayetteville, AR 72701 ("WCRC").

1. **Services.** WCRC agrees to perform the services described in the attached **Scope of Work**, including any deliverables cited (collectively, the "Services"), in accordance with the terms set forth below and any other exhibits or attachments to this Contract, all of which are incorporated by reference into this Contract. Unless otherwise noted, in the event of a conflict between the terms of the **Scope of Work** and any other terms of this Contract, including any other Exhibit, such other terms will control. If any of the Services are to be performed on land that is not owned by the WCRC or CITY, WCRC must obtain the landowner's prior permission before entering upon such land.
2. **Payments.** The CITY will compensate WCRC for the Services as follows:
 - a) **Contract Fee.** For all of the Services, the CITY will pay WCRC a fee (the "Contract Fee") based on task completion percentage in accordance with the terms set forth in the **Scope of Work**.
 - b) **No Expense Reimbursement.** Unless explicitly stated otherwise in this Contract, WCRC will not be reimbursed for any expenses it incurs in performing the Services beyond the task fees described in the **Scope of Work**.
 - c) **Invoices and Payments.** Requests for payment of the Contract Fees and any authorized reimbursements must be submitted to the CITY in the form of an invoice summarizing the work performed and estimated task completion percentage during the invoice period. Any expenses authorized for reimbursement by the CITY must be: (i) substantiated by proper and adequate documentation (such as written progress reports), if requested by the CITY; (ii) reasonable in amount; and (iii) related to and in furtherance of the Contract purposes. Invoices will be subject to review and approval by the CITY. The CITY may deny payment if any of the Services are found by the CITY to be unsatisfactory, or in the case of payment requests received more than sixty (60) days after the final deadline for completion of the Services. The CITY will make all payments by check, subject to CITY's receipt from the Contractor of a properly completed IRS Form W-9.
3. **Contract Commencement, Expiration, and Termination.** Unless otherwise indicated in the **Scope of Work**, WCRC must begin performing the Services promptly after this Contract has been signed by both parties and must complete all of the Construction Services no later than December 31, 2018 or, as to specific tasks, such earlier date(s) as may be specified in **Scope of Work** (provided that no work may commence before the later signature date below). Any deadline(s) set forth in **Scope of Work** may be extended only with the CITY's prior written consent. This Contract will expire automatically once all the Services have been completed and final payment by the CITY has been made. Upon such expiration, the parties will have no further rights or obligations under this Contract, except as otherwise provided below. Any agreement, such as site maintenance, that occurs outside the boundaries of construction will be part of a separate Contract. The CITY may terminate this Contract at any time upon two weeks' notice to WCRC. Should this occur, WCRC must cease all work immediately upon receipt of the termination notice and the CITY will pay WCRC for the Services that have been satisfactorily completed, as determined by the CITY, as of the termination date.
4. **Independent Contractor; Taxes.** The parties intend this Contract to create an independent contractor-client relationship and WCRC is solely responsible for the conduct and control of the Services and fulfilling its duties and obligations under this Contract. WCRC is not to be considered an agent or employee of the CITY for any purpose, and no joint venture or principal-agent relationship exists. WCRC is responsible for complying with the requirements of all applicable tax laws.

5. **Liability and Indemnification.** WCRC acknowledges and agrees that it is performing the Services entirely at its own risk, and agrees to indemnify, defend, and hold the CITY and its directors, officers, employees, and agents harmless from and against any and all liabilities, demands, damages, claims, losses, costs, or expenses, including reasonable attorneys' fees, to the extent that they arise out of or result, directly or indirectly, from the negligence, misconduct, breach of warranty, representation, or covenant, or any act or omission by Contactor or any of its employees or agents (including any permitted subcontractors) in performing the Services. WCRC's indemnity and defense obligations under this Contract will survive for a period of three (3) years after the expiration or earlier termination of this Contract with respect to any matters that occurred, or rights that accrued, prior to such expiration or earlier termination.
6. **Compliance with Laws.** WCRC represents, warrants and agrees that (a) WCRC can lawfully work in the United States, (b) WCRC has or will obtain at its expense any required permits or licenses, and (c) WCRC will comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements that may apply to the work performed.
7. **Compliance with Anti-Terrorism Laws.** WCRC must not use any funds received under this Contract in violation of any applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
8. **Miscellaneous Terms and Conditions.** WCRC must not, without THE CITY's prior written consent, which may be withheld at the CITY's sole discretion: (a) assign this Contract or subcontract any portion of the Services, except for construction services, or (b) use The CITY's name or logo (except to the extent reasonably necessary in order to perform the Services). This Contract and claims relating to this Contract will be interpreted, construed and governed by the laws of the state of Arkansas. If two or more persons or entities are identified as WCRC in this Contract, their obligations under this Contract are and will be joint and several. Facsimile or scanned signatures on this Contract and any related documents, and digital or electronic signatures where authorized under applicable law, will be fully binding for all purposes under this Contract. This Contract supersedes all prior or contemporaneous communications, both oral and written, and constitutes the entire Contract between the parties relating to the Services. No amendment will be effective unless it is in writing and signed by both parties.

Signatures:

Sandi J. Formica, Executive Director
Watershed Conservation Resource Center

Date

Bob McCaslin, Mayor
City of Bentonville

Date

City Clerk/Treasurer
City of Bentonville

Date

DRAFT

Scope of Work

Stream Restoration Design and Construction: Town Branch near Razorback Greenway Bentonville, Arkansas

Submitted to City of Bentonville

By Watershed Conservation Resource Center

November 6, 2017

Background:

The Watershed Conservation Resource Center (WCRC), a non-profit organization create to conserve natural resources using a watershed based approach, was contacted by Walton Enterprises Incorporated about the possibility of developing a stream restoration design for a portion of Town Branch that had left its historical stream channel and was flowing next to the Razorback Greenway. The new path that the stream had taken was threatening trail infrastructure and had the potential to adversely affect water quality in Town Branch. The WCRC applied for a grant from the Walton Family Foundation (WFF) to survey the site and develop three conceptual designs upon which cost estimates could be based. The survey and design work was completed in May 2017. The City of Bentonville (City) Parks and Recreation was aware of the ongoing issues along Town Branch and was already considering mitigating actions to address the issue. After issuance of the conceptual design report (Attachment 1) the report was made available to Parks and Recreation. The City approached the WFF to gage their interest in providing a grant to assist in the full implementation of the most ecologically advantageous design scenario presented in the report. WFF was agreeable to having the City develop and submit an application for a grant to provide cash assistance in implementing the proposed conceptual design.

Description of Work:

The WCRC proposes to complete a final design, obtain permits, and implement the stream restoration project along Town Branch in Bentonville, Arkansas. The restoration area consists of approximately 2,400 linear feet of restoration activity along Town Branch. The WCRC will collect additional data as needed to develop a final design that meets permitting requirements. The WCRC will conduct all work required to implement the stream restoration including materials procurement, contractor selection, construction oversight, and implementation of a site revegetation plan. The over-arching goal of the work will be to construct a natural channel that is able to protect park and trail infrastructure, help to improve water quality, and improve the appearance of the City's natural landscape. Bed features such as riffles and pools will be designed and constructed based on the stream morphology. Rock vanes and toe wood structures will be used to stabilize the streambanks and create aquatic habitat. Also, riparian areas will be re-vegetated with native species of plants and invasive vegetation will be removed.

Stream Restoration Design and Construction Scope of Work: Town Branch Bentonville, AR

DRAFT

The WCRC will select and compensate a qualified contractor to conduct construction activities that require heavy equipment to complete. The WCRC will oversee all elements of the stream, riparian, and wetland restoration activities. WCRC staff will perform revegetation activities.

Specifically, the WCRC will perform the following tasks in pursuit of developing a final design plan, creating construction documents, and implementing the stream, riparian, and wetland restoration activities on Town Branch located near the Razorback Greenway:

1. Collect additional survey data as required to complete restoration design work
2. Develop final restoration plan drawings, including construction drawings
3. Develop and submit required permits for approval from relevant local, state, and federal offices
4. Procure construction materials for project implementation
5. Identify a qualified contractor and negotiate a contract that conforms to project budget constraints
6. Stake out construction site for construction activities
7. Provide direct and constant construction oversight
8. Perform site revegetation activities during and immediately after construction
9. Develop a summary report that describes the restoration project and implemented activities

Payment and Schedule:

The WCRC is prepared to initiate this work beginning November 2017 and will complete the restoration activities by the end of December 2018.

The WCRC would be compensated an amount not to exceed \$286,250 based on the schedule of payments found in the table on the page that follows.

Stream Restoration Design and Construction Scope of Work: Town Branch Bentonville, AR

DRAFT

Watershed Conservation Resource Center

Stream Restoration Design and Implementation - Town Branch, Bentonville, Arkansas

Task	Description	Total Billable Amount	Proposed Task Completion Month
1.1	Collect additional survey data to supplement design	\$3,000	Jan-18
1.2	Develop final site restoration plan	\$5,000	Jan-18
1.3	Develop construction drawings	\$10,000	Feb-18
1.4	Apply for necessary permits	\$5,000	Mar-18
2.1	Materials Procurement Administration	\$5,000	Ongoing
2.2	Procure Construction Materials	\$78,250	Ongoing
2.3.1	Initiate Heavy Construction	\$20,000	Jun-18
2.3.2	Completion of 50% Heavy Construction	\$40,000	Jul-18
2.3.3	Completion of 100% Heavy Construction	\$75,000	Aug-18
2.4	Construction Oversight	\$30,000	Jun-18
2.5	Perform Site Re-vegetation	\$15,000	Aug-18
<i>Total Billable Amount</i>		<i>\$286,250</i>	

Stream Restoration Design and Construction Scope of Work: Town Branch Bentonville, AR

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT FOR WITH
THE WATERSHED CONSERVATION AND RESOURCE
CENTER FOR STREAM RESTORATION AT TOWN
BRANCH CREEK.**

**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 a professional services agreement with the Watershed Resource Conservation Center for the stream restoration at Town Branch Creek, in an amount not to exceed \$286,250.00, 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 _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of budget adjustment, in the amount of \$171,250.00, to recognize a grant from the Walton Family Foundation for stream restoration at Town Branch Creek.

COST TO CITY:

Cost of this Request: \$286,250

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Parks

Date of Request: November 30, 2017

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5030-452.73-90	Capital - Other		\$ 171,250.00	\$ (171,250.00)
	Capital - Other	\$ 171,250.00		\$ 171,250.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 171,250.00	\$ 171,250.00	\$ -

Justification:

Budget adjustment recognizes the revenue from the Walton Family Foundation grant and allocates funding for the Town Branch Stream Restoration project near Slaughter Pen and the Razorback Greenway.

Revised 5/1/07

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 26, 2017
Re: City Council approval of a budget adjustment of \$171,250, for the stream bank restoration of Town Branch Creek.

Parks and Recreation is seeking City Council's approval of a budget adjustment, for \$171,250, for the stream bank restoration of Town Branch Creek.

As discussed in the previous item, Parks and Recreation has worked with the Walton Family Foundation to determine the best possible steps for the long term sustainability of this section of the creek and trail. The City of Bentonville was committed to paying up to \$115,000 in for the project. The preferred option was considerably more expensive. However, the Walton Family Foundation awarded the City a grant for the cost difference of the two projects. The \$115,000 from the City and the \$171,250 from the Walton Family Foundation pays the total cost of the project.

If this grant is approved, along with the agreement with Watershed Conservation Resource Center (WCRC), work will begin immediately and should conclude by December 2018.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

WALTON FAMILY
FOUNDATION

November 14, 2017

Bob McCaslin
Mayor
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant #2017-1818

Dear Mayor McCaslin,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") has approved a grant of up to \$171,250.00 to the City of Bentonville ("Grantee"). The project term will be December 1, 2017 to October 31, 2018. This grant is subject to the following terms and conditions:

- Purpose:** The purpose of the grant is to conduct a full stream channel restoration on Town Branch, a State of Arkansas 303(d) listed (impaired) stream, returning the stream to its historic channel and protecting the existing Razorback Regional Greenway trail. This grant is more fully described in Grantee's proposal dated October 17, 2017. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
- Amount:** Up To One Hundred Seventy-One Thousand, Two Hundred Fifty Dollars (\$171,250.00).

Grant payments will be made as follows:

Installment	Amount	Requirement
#1	Up to \$171,250.00	See Payable

- Payable:** Initial installment of up to \$171,250.00 shall be payable upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein, as well as written documentation of allocated funds for up to \$115,000.00.

All terms must be met by no later than October 31, 2018 to be eligible for payment.

Funds collected and applied to other Foundation match requirements may not be used to satisfy this match requirement.

P.O. Box 2030, Bentonville, AR 72712 | Tel: 479.464.1570 Fax: 479.464.1580

www.waltonfamilyfoundation.org

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

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

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

Report Date	Report Type
10/31/2018	Final Financial and Narrative

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2017-1818 on all reports submitted.

In addition to matching requirements, Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

- (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
- (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
- (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

- (c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

- (a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
- (b) Grantee fails to comply with the terms of this letter; or
- (c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

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

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

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

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

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2017-1818 in your communication.

We have enclosed the grant letter. By electronically signing this item the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this item is not completed by December 1, 2017 the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Kyle J. Peterson
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Bob McCaslin (Date)
City of Bentonville

**Appendix A: City of Bentonville
Town Branch Stream Rehabilitation**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: Stream Rehabilitation		
Outputs		
The City of Bentonville will contract with a qualified professional contractor to produce a design, obtain permits and perform physical improvements to Town Branch Creek in order to return the water flow to its original channel and restore a natural condition and function to the stream.	2/1/2018	Copy of contract
The selected contractor will obtain all proper project permits from city, state and federal entities to conduct work within the Town Branch Creek, including US Army Corps of Engineers Section 404 permits, ADEQ and Floodplain Development permits, as required.	6/1/2018	Confirmation of approved permits
The City and its selected contractor will complete all necessary stream rehabilitation work to restore at least 2,400 linear feet of Town Branch stream, with a goal of addressing channel instability, improving aquatic habitat and water quality, reducing erosion and trail maintenance.	10/31/2018	Documentation of completed project
Outcomes		
The grantee will complete and document the streamside restoration, providing site photos and data pre- and post-construction, with a minimum target of 90% reduction of sediment and nutrient loads resulting from ongoing streambank erosion along the project reach.	10/31/2018	Program records



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of budget adjustment, in the amount of \$2,135,000.00, to recognize a grant from the Walton Family Foundation for trail improvements along the Razorback Greenway.

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	\$ -

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





Date of Request: November 30, 2017

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5030-452.73-90	Capital - Other		\$ 2,135,000.00	\$ (2,135,000.00)
	Capital - Other	\$ 2,135,000.00		\$ 2,135,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 2,135,000.00	\$ 2,135,000.00	\$ -

Justification:

Budget adjustment recognizes the revenue from the Walton Family Foundation grant and allocates funding for trail improvements along the Razorback Greenway.

Revised 5/1/07

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

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



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 26, 2017
Re: City Council approval of a budget adjustment recognizing a grant from the Walton Family Foundation for \$2,135,000 for trail improvements on the Razorback Greenway.

Parks and Recreation is seeking City Council's approval of a budget adjustment for \$2,135,000 for the trail improvements along the Razorback Greenway.

For several month, representatives from Bentonville Parks and Recreation, NWA Trailblazers at Walton Family Foundation has discussed a number of improvement projects along the Razorback Greenway in Bentonville. These improvements do not include additional trail. However it focuses on safety projects, access, public amenities and design issues.

After many weeks of site visitation and inspecting the trail, the team created a detailed list of projects needed. With this assistance of the NWA Trailblazers a detailed cost analysis was provided to Parks and Recreation. Following this, the Walton Family Foundation invited a grant application for overall project.

This overall trail improvement project is comprised of many smaller projects. A detailed list of these projects can be found as an attachment of this memo. The list of projects includes two parking lots, a new restroom facility, fence(s) repair and replacement, new bridges and more. Projects will be managed by City of Bentonville staff, although the NWA Trailblazers may work hand in hand with our team throughout these projects. If approved by City Council, staff will begin working on these projects after the new year.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:
Agreement with Walton Family Foundation
Detailed List of Projects

Bella Vista Lake	New NE Parking Lot New Prefab Restroom facility Demo Concrete building pad Trail Construction from existing trail to new trail (south of Veterans Wall) Demo / Relocate 1000 LF of trail away from creek to ensure area will not be washed out from flood events. Demo existing 2 rail fences and replace with 3 rail cedar fence to match Greenway standard. Fence will be moved back to meet 24" greenspace requirement.
Wishing Spring Trail	Tree Planting Project near I 49 Paint 2 existing tunnels walls and ceiling bright white (will help with illumination of tunnels) Remove cattle gate and barb wire fencing adjacent to SP Trails Straighten Trail near Sunkissed art piece
North Bentonville Trail	Extend existing metal handrails on low water bridge Extend center line striping all way to BVL Install new concrete pre-fab bridge north of Waste Water Plan (connection to Urban Trail) ** Cut existing jersey barrier and install 5' wide crosswalk striping and signage ** Relocate and / or bury existing utility pedestal box currently in the trail New parking lot at Cub / Tiger to replace existing dirt parking (includes 350 LF reconstruction of Greenway)
Crystal Bridges Trail	Install Eco Counter board north of CB north lawn or at Compton Gardens
Town Branch	Remove and replace wood bridge with concrete structure Remove 2 x 12 wood fence
South Bentonville Trail	Install advance warning signage and RRFB on SE 21st Street** Research / Install HAWK crossing connecting Razorback Greenway to Moberly Trail (via Members Place Trail)**

** Projects subject to Traffic and Signage Approval

* All projects subject to City's In-House Review

WALTON FAMILY
FOUNDATION

November 10, 2017

Bob McCaslin
Mayor
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant #2017-1831

Dear Mayor McCaslin,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("WFF" or "Foundation") has approved a grant in the amount of \$2,135,000.00 to the City of Bentonville ("Grantee"). The project term will be December 1, 2017 to December 1, 2018. This grant is subject to the following terms and conditions:

- Purpose:** The purpose of the grant is to design and construct trail safety improvements and enhancements along the Razorback Regional Greenway. This grant is more fully described in Grantee's proposal dated October 18, 2017. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
- Amount:** Two Million, One Hundred Thirty-Five Thousand Dollars (\$2,135,000.00).

Grant payments will be made as follows:

Installment	Amount	Requirement
#1	\$1,199,110.00	Upon completion of a signed grant agreement
#2	\$935,890.00	See Further Installment Below

- Payable:** Initial installment of \$1,199,110.00 shall be initiated upon receipt of this completed letter and payment authorization form from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 days of completion of these documents.

Further installment shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in paragraph 5 below and other information the Foundation may gather, as well as submission of completed design plans and an updated accounting of cost estimates and bid results.

P.O. Box 2030, Bentonville, AR 72712 | Tel: 479.464.1570 Fax: 479.464.1580

www.waltonfamilyfoundation.org

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

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

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

Report Date	Report Type
6/1/2018	Interim Financial and Narrative
12/1/2018	Final Financial and Narrative

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2017-1831 on all reports submitted.

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

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

- (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
- (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
- (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

- (c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

- (a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
- (b) Grantee fails to comply with the terms of this letter; or
- (c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

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

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

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

this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

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

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2017-1831 in your communication.

We have enclosed the grant letter. By electronically signing this item the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this item is not completed by December 1, 2017 the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Kyle J. Peterson
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Bob McCaslin (Date)
City of Bentonville

**Appendix A: City of Bentonville
Razorback Greenway Improvements**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: Razorback Greenway Improvements		
Outputs		
The City of Bentonville will enter into a contract with a qualified third party to manage the design, procurement and construction of specified sections of the Razorback Regional Greenway.	1/31/2018	Copy of contract
The City and the selected consultant will coordinate and contract with design firms for the design and engineering of each specific improvement project for the Razorback Regional Greenway, where necessary for permitting approval. Verification of the required design documents will be provided to the City of Bentonville and WFF.	4/1/2018	Program records
The City will acquire all rights-of-way or easements and permits needed to complete the proposed improvements to the Razorback Regional Greenway.	6/1/2018	Program records
The City and the selected consultant will award contracts for construction of the proposed trail improvement projects for specified sections of the Razorback Regional Greenway, where required.	6/1/2018	Copy of bid tab summary and selected contractor(s)
The City and its selected consultant will coordinate with and manage a qualified and experienced General Contractor(s) to construct the proposed safety and enhancement projects outlined in the grant application (e.g. to include Bella Vista Lake trailhead, replacement of two non-compliant wooden bridges and signalized HAWK crossings at 21 st Street and Moberly Lane) to uniform design and construction standards per design guidelines outlined in the "Trail Design Resource Notebook" developed by ALTA Planning and utilized for the Razorback Regional Greenway.	12/1/2018	Inspection by WFF consultant
Outcomes		
The City of Bentonville will commit to maintaining the improved trails to the adopted Razorback Regional Greenway standards developed by ALTA Planning.	6/1/2018	Letter from Mayor



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by: David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of budget adjustment, in the amount of \$453,600.00, to recognize a grant from the Walton Family Foundation for full design of Dave Peel Park improvements and Master Planning the future of the downtown parks.

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	\$ -

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: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 26, 2017
Re: City Council approval of a budget adjustment recognizing a grant from the Walton Family Foundation for \$453,600 for a full design of Dave Peel Park improvements and master planning for the future of our downtown parks.

Parks and Recreation is seeking City Council's approval of a budget adjustment for \$453,600 for the full design of Dave Peel Park improvements and master planning for the future of our downtown public park spaces.

During the last decade, Downtown Bentonville has evolved into a thriving area with great shopping, restaurants, hotels and residences. In addition, Downtown Bentonville has become home of great festivals and events. However, during this transformation of Downtown Bentonville, the public spaces have remained the same. The only exception is the addition of Lawrence Plaza. Remaining the same is not necessarily a bad thing in all cases. However, we do know the Downtown Square experiences enormous wear and tear because of the usage.

The Play Bentonville Plan, adopted by City Council on August 22, discussed the possibility of creating a "Downtown Quilt of Parks". This "quilt" expands the Downtown Square into a series of parks that expands to Lawrence Plaza, Dave Peel, Town Branch and a new area referred to as "The Commons". This Commons should be a plaza area, comprised of a mixture of hardscape and greenspace, allowing for festivals, markets and events to occur in an area that does not cause damage. The vision is the expansion of these great events into areas that are not damaging the historic Downtown Square. The known variable in this equation is the density of downtown will increase in the next decade. So we should be prepared to equip our public greenspaces to meet the demand that will come with this.

The first step accomplishing this overall vision is to evaluate each of these spaces and create the perfect plan. This grant allows a consultant to create the overall vision that connects each of these public spaces. The next step is to start with Dave Peel Park. This grant allows a design firm to create plans and bid documents for this space. At the conclusion of this project, we will have a "shovel ready" set of plans for Dave Peel. This is not an approval for construction funds. Construction of any project will be budgeted, as funds are available.

Similar to the master planning process, this design project will include a public input process to help direct the vision of the project(s). In addition, the final plan will be presented to the public, the Parks and Recreation Advisory Board and the City Council.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:

Agreement with Walton Family Foundation

WALTON FAMILY
FOUNDATION

November 14, 2017

Bob McCaslin
Mayor
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant #2017-1696

Dear Mayor McCaslin,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of \$453,600.00 to the City of Bentonville ("Grantee"). The project term will be December 01, 2017 to June 01, 2020. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is for master planning of the downtown "Quilt of Parks," a concept that threads together multiple downtown open spaces into a cohesive narrative, along with a full design of the 1-acre Dave Peel Park. This grant is more fully described in Grantee's proposal dated September 29, 2017. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
2. **Amount:** Four Hundred Fifty-Three Thousand, Six Hundred Dollars (\$453,600.00).

Grant payments will be made as follows:

Installment	Amount	Requirement
#1	\$216,800.00	Upon completion of a signed grant agreement
#2	\$20,000.00	See Installment Two
#3	\$216,800.00	See Installment Three

3. **Payable:** Initial installment of \$216,800.00 shall be initiated upon receipt of this completed letter from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 days of completion of this document.

Installment Two: Payment of up to \$20,000.00 will be made upon receipt of documentation of travel expenses during the design firm interview process. Travel expenses can include travel for each firm that interviews and a trip by the Grantee to conduct a final interview and/or visit a relevant precedent site with the selected design firm before design development begins.

P.O. Box 2030, Bentonville, AR 72712 | Tel: 479.464.1570 Fax: 479.464.1580

www.waltonfamilyfoundation.org

Installment Three: Payment of up to \$216,800.00 will be made upon receipt of schematic design including renderings and a preliminary cost estimate, compared to budget. In addition, the Grantee shall give the Foundation written confirmation that the project is tracking with the anticipated construction budget or that additional funding will be committed to construct the project once design is complete.

All terms must be met by no later than June 1, 2020 to be eligible for payment.

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

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

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

Report Date	Report Type
7/15/2018	Interim Financial and Narrative
10/31/2018	Interim Financial and Narrative
6/1/2019	Final Financial and Narrative

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2017-1696 on all reports submitted.

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

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

- (b) In no event will Grantee use any grant funds:
 - (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
 - (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
- (c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

- (a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
- (b) Grantee fails to comply with the terms of this letter; or
- (c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

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

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in

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

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

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2017-1696 in your communication.

We have enclosed the grant letter. By electronically signing this item the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this item is not completed by December 1, 2017 the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Kyle J. Peterson
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Bob McCaslin (Date)
City of Bentonville

**Appendix A: City of Bentonville
Downtown "Quilt of Parks" - Design Excellence Program**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: Frisco Park		
Outputs		
The city will interview a minimum of three candidates from the design firms recommended by the Design Excellence Selection Committee in person and select a design team for the project.	4/30/2018	Memo from city describing selection criteria and final decision
The city will enter into a contract with the selected design firm.	5/31/2018	Executed contract
The design firm will create a detailed design schedule, with delivery dates for schematic design, design development and construction drawings. Updated plans and cost estimates will be submitted to WFF at each of the milestones, with recommendations from the design firm and grantee on how to proceed compared to capital construction budget estimates.	6/30/2018	Copy of design schedule and milestone updates
Bentonville Parks and Recreation will host a minimum of two (2) public meetings and five (5) stakeholder meetings to gather public input from a minimum of 200 residents, regarding the future uses of each of these public spaces.	9/30/2018	Program records
The selected design firm will complete a schematic design for the master plan of the Quilt of Parks.	10/31/2018	Copy of plans
The selected design firm will complete a schematic design including renderings and preliminary cost estimate for Dave Peel Park.	10/31/2018	Copy of plans, renderings and cost estimates
The design firm will complete the master plan documents and preliminary cost estimates for each park within the Quilt of Parks.	4/30/2019	Final set of plans and documents from program records
The design firm will complete a full set of construction plans, specifications, construction cost estimates, and bid documents including acquiring Planning Commission Large Scale approval.	4/30/2019	Final set of plans and documents from program records
Outcomes		
The large scale development site plans and construction documents will be approved by city staff and the Planning Commission, as needed.	6/1/2019	An approval letter from the city
The city will commit construction dollars for the approved design.	6/1/2020	Signed letter from the mayor



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance waiving competitive bidding for chlorine at the Melvin Ford Aquatic Center, the Fountains at Lawrence Plaza, the fountain at the Downtown Square and the Bentonville Community Center.

COST TO CITY:

Cost of this Request: \$58,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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>11/20/2017</u>		
Requested by:	<u>Lee Farmer</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Chlorine for Aquatic Facilities</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Walden Chemical/Blue Water Pool</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:	\$	<u>58,000.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>58,000.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Bentonville Parks and Recreation's aquatic facilities use an Accutab chlorination system. This system is used because of the cleanliness of the chlorine and the water quality it produces. The type of chlorine used in Accutab system is PPG Chlorine Tablets. Walden Chemical / Blue Water Pools is only distributor of PPG Chlorine in Arkansas.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin
From: Lee Farmer, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 20, 2017
Re: City Council approval of an ordinance waiving competitive bidding for chlorine for Melvin Ford Aquatic Center, Fountains at Lawrence Plaza, the Downtown Square, and the Bentonville Community Center.

Parks and Recreation is seeking City Council's approval to waive competitive bidding for chlorine for Melvin Ford Aquatic Center, the Bentonville Community Center, the Fountains at Lawrence Plaza, and the Downtown Square. These facilities are all equipped with Accutab Chlorinators. Accutab was chosen for its cleanliness, efficiency, and safety features. Accutab requires the use of PPG Chlorine Tablets. Blue Water Pool, of Little Rock is the only authorized dealer of PPG Chlorine Tablets in Arkansas and will be our sole provider.

Parks and Recreation projects spending \$58,000 annually on PPG Chlorine to supply all of our facilities that require chlorination. Approximately \$28,000 will be spent for PPG Chlorine for our existing outdoor facilities and an additional \$29,000 is estimated for PPG Chlorine for the Bentonville Community Center.

In addition to chlorine, approximately \$27,000 will be spent on chemicals such as bicarbonate, muriatic acid, stabilizer, and algaecide. Parks and Recreation requests quotes from local agencies to purchase these products independently.

If you have any questions regarding this item, please call me at 696.0200 or email lfarmer@bentonvillear.com.

Attachments:

Request for Bid Waiver

Walden Chemical dba Blue Water Pools

4201 S Shackleford Rd, Suite B
Little Rock, AR 72204

Estimate

Date	Estimate #
12/4/2017	2018 Meivin

Name / Address
Bentonville Parks & Rec Attn: David Wright 215 SW A Street Bentonville, AR 72712

			Project
Description	Qty	Cost	Total
Accu-Tabs - 55 lb Pail	174	145.75	25,360.50T
Freight - Outbound	1	802.65	802.65T
Sales Tax Group		2,485.49	2,485.49
		Total	\$28,648.64

Customer Signature _____

Walden Chemical dba Blue Water Pools

4201 S Shackleford Rd, Suite B
Little Rock, AR 72204

Estimate

Date	Estimate #
12/4/2017	2018 Comm C

Name / Address
Bentonville Community Center 1101 SW Citizens Circle Attn: Monte Bentonville, AR 72712

			Project
Description	Qty	Cost	Total
Accu-Tabs - 55 lb Pail	174	145.75	25,360.50T
Freight - Outbound w/ Liftgate	1	868.30	868.30T
Sales Tax Group		2,491.74	2,491.74
		Total	\$28,720.54

Customer Signature _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE PURCHASE OF CHLORINE FOR CERTAIN PARKS
FACILITIES AND WAIVING THE REQUIREMENT OF
COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of chlorine for the Bentonville Community Center, the Melvin Ford Aquatic Center, the Downtown Square and the Fountains at Lawrence Plaza as per the Proposal attached hereto as Exhibit A.

Section 2: Because PPG Chlorine is the required product for the equipment at these facilities and because Walden Chemicals is the sole authorized dealer for PPG Chlorine in Arkansas, making it a single source item, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of Change Order #1 with a corresponding budget adjustment, in the amount of \$13,800.00, for the Memorial Park Fence Project.

COST TO CITY:

Cost of this Request: \$13,800

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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: Parks

Date of Request: December 6, 2017

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5030-452.73-90	Capital - Other		\$ 13,800.00	\$ (13,800.00)
	Bentonville CVB	\$ 13,800.00		\$ 13,800.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 13,800.00	\$ 13,800.00	\$ -

Justification:

Budget adjustment allows for revenue and expenses for Change Order 1 for the Memorial Park Fence Project. Change Order / Project is funded by the Bentonville CVB.

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



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 28, 2017
Re: City Council approval of Change Order #1, with a corresponding budget adjustment, in the amount of \$13,800, for the Memorial Park Fence Project.

As you may recall, City Council approved a bid award and budget adjustment for a ballfield fencing project for Memorial Park Sports Fields. This project replaced fencing around each of the nine (9) baseball / softball fields. Some of this fencing was the original fence from when the park opened 25 years ago. The project is funded by the Parks Fund from the Bentonville Convention and Visitors Bureau.

The project began on October 30 and is progressing in a timely manner. However, two issues have been discovered that should be addressed.

- Item 1: The project calls for fences to be replaced. But it does not specify player entry gates. After reviewing bid documents with our Purchasing Department, it is recommended we increase the contract by \$9,000 to ensure this item is included. This will provide the entry gates on each of the nine (9) playing fields.
- Item 2: Once the old fencing was removed, we discovered there are many areas that require repaired welds to be able to use the old support rails. This occurred particularly on the backstops. This is extremely important as we are increasing the strength / weight of the fence in the backstop areas. This increase is \$4,800 for all nine (9) fields.

As in the originally project, these change orders will be funded by the Bentonville Advertising and Promotions Commission.

If you have any questions regarding this item, please call me at 464.7275 or email dwright@bentonvillear.com.

Attachments:

Changer Order 1 – Player Gates
Changer Order 2 – Weld Repairs



5775 S. Campbell
Springfield, Missouri 65810
417-882-5270 Fax 417-882-2818

November 3, 2017

City of Bentonville, AR
Parks & Recreation Dept.
215 SW A St.
Bentonville, AR 72712

Attn: David/ Crant

Re: Memorial Park

Proposed Change Order 1

We will furnish and install:

- (18) 3' Single including all requires hinges, latches, fabrication and delivery

Total Cost for Change Order 1: \$9,000.00

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to the OWNER and the CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by the OWNER and the CONTRACTOR.

OWNER: City of Bentonville, AR

CONTRACTOR: Anchor Fence Corp.

117 W Central Ave, Bentonville, AR 72712

5775 S. Campbell Ave., Springfield, MO 65810

By: _____

By: Steve Jacobsen

Title: _____

[Redacted Signature]

Signature: _____

Date: _____

[Redacted Signature]

Attest: _____

By: _____

By: Steve Jacobsen, Secretary



5775 S. Campbell
Springfield, Missouri 65810
417-882-5270 Fax 417-882-2818

November 3, 2017

City of Bentonville, AR
Parks & Recreation Dept.
215 SW A St.
Bentonville, AR 72712

Attn: David/ Crant

Re: Memorial Park

Proposed Change Order 2

- Repair all welds where the material is still useable or provide new rails where needed on all 9 backstops

Total Bid Price Change Order 1: \$4,800.00

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to the OWNER and the CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by the OWNER and the CONTRACTOR.

OWNER: City of Bentonville, AR

CONTRACTOR: Anchor Fence Corp.

117 W Central Ave, Bentonville, AR 72712

5775 S. Campbell Ave., Springfield, MO 65810

By: _____

By: Steve Jacobsen

Title: _____

Title: President

Signature: _____

Signature: _____

Date: _____

Date: 11/03/2017

Attest: _____

By: _____

By: Steve Jacobsen, Secretary



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	17-42
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Council approval of a bid award to Blue Water Pools, in the amount of \$48,008.00, for mechanical room repairs at Melvin Ford Aquatic Center.

COST TO CITY:

Cost of this Request: \$48,008

Additional Budget Amount \$48,008

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	48,008
Remaining After Adjustment	\$ 48,008

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: City Council, Mayor McCaslin
From: Crant Osborne, Maintenance Supervisor
Through: David Wright, Parks and Recreation Director
Date: November 28, 2017
Re: Council approval of a bid award to Blue Water Pools, in the amount of \$48,008.00, for repairs to the mechanical systems at Melvin Ford Aquatic Center.

Parks and Recreation is requesting City Council's approval to award bid number 17-42 to Blue Water Pools for repairs to the mechanical systems at the Melvin Ford Aquatic Center.

Parks and Recreation staff noted deficiencies in our mechanical systems during the past swimming season. We asked an aquatic consultant to inspect our mechanical systems to make recommendations that will ultimately improve the quality of the water efficiency of the pumps and filters. The list of recommendations included adding variable frequency drives to existing pumps, replacing multiple isolation valves, replacing filter media and replacing lateral lines from the filtration systems to the pool. In addition, the filtration system is in need of new jack stands, which hold the large tanks upright. Finally, the project will add new water levelers and air relief valves. These levelers ensure the appropriate amount of water is always in the tanks and surge pits so the equipment operates correctly. The automatic air relief valve releases air in the system to prevent the water pumps from becoming air locked, cause a shut down to the system.

Our team worked with our consultant and our purchasing office to create bid documents and advertise the public bid. Three companies reviewed plans, with two submitting bids. Parks and Recreation Staff recommends awarded the bid to the low bidder, Blue Water Pools.

If you have any questions regarding this item, please call me at 271-3190 or email cosborne@bentonvillear.com.

Attachments: Bid Tabulation

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 11/29/2017
Re: Bid award #17-42

The 2017 Parks budget included funds for renovations to the equipment at Melvin Ford Aquatic Center at Memorial Park. Formal bids were received from the following Vendors:

Blue Water Pools	\$48,007.88
Little Rock, AR	
Clarity Pools, LLC	\$53,097.79
Little Rock, AR	
Burton Pool & Spa	No Bid
Springdale, AR	

The Purchasing Office recommends award of Bid #17-42 for renovations to the equipment at the Melvin Ford Aquatic Center to Blue Water Pools in an amount of \$48,007.88 including taxes.



Contract Agreement

This Agreement made as of the _____ day of _____ in the year 2017

Between the Owner: City of Bentonville
117 West Central
Bentonville, AR 72712-5256
Phone: (479) 271-3112

And the Contractor: Blue Water Pools CAS
4201 S. Shackelford #B
Little Rock, AR 72203

For renovations to Melvin Ford Aquatic Center located at Memorial Park, within the City of Bentonville.

The Owner and Contractor agree as set forth below:

Article 1: The Contract Documents

The Contract documents consist of the Agreement, General Conditions of the Contract, any addenda issued prior to execution of this Agreement, other documents listed on this Agreement and Modifications issued after execution of this Agreement: these form the Binding Contract, and are as fully a part of the contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between parties hereto and supersedes prior negotiations, representations of agreements, either written or oral.

Article 2: The Work of this Contract

The contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others, or as follows:

This work consists of the renovations to the equipment at the Melvin Ford Aquatic Center including but not limited to labor, equipment and materials.(see attached bid documents)

Article 3: Date of Commencement and Substantial Completion

The date of commencement shall be the date the Notice to Proceed is issued by the Owner. The Contractor must commence work within Ten (10) calendar days of the receipt of the Notice to Proceed.

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

Article 4: Contract Sum

The Owner shall pay the Contractor in current funds for the Contractor's performance Contract the Contract sum of Forty Eight Thousand Seven dollars and 88/100 (\$48,007.88), Subject to the conditions provided in the contract documents. Unit prices for the work detailed in the Contract Documents are as follows on attachment 1.

Article 5: Progress Payments

Due to the nature and duration of this Project, a payment schedule will not be necessary. The Owner must approve invoices for payment before payment on Contract will be processed. Payments shall be made not more than two weeks after Owner approval of invoice submittal.

Article 6: Final Payment

Final Payment, constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor and has been accepted by the Owner as being completed and satisfactory; and (2) final invoice has been submitted to the Owner for approval for payment processing.

This agreement shall be in effect as of this _____ day of _____ 2017.

Owner:

Contractor:

City of Bentonville
Arkansas

By: _____
Bob McCaslin, Mayor

By: _____

[Corporate Seal]

[Corporate Seal]

Attest: _____

Attest: _____

Address for giving notices

Address for giving notices

**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:-----17-42
ISSUE DATE:-----11/07/17
BID DATE:-----11/29/17
TIME:-----1:00 P.M.

DESCRIPTION		
Renovations to Melvin Ford Aquatic Center Equipment		
Portion #1	Installation of Variable Frequency Drives in Mechanical room	<u>17,226²⁵</u>
Portion #2	Replacement/New Valves, Gauges, Water levelers and auto/Manual Air Relief for filter tanks.	<u>4,845⁴⁰</u>
Portion #3	Filter Media and Lateral Replacement	<u>24,156²²</u>
Portion #4	Replace Jack Stands on each Tank	<u>1780¹¹</u>
Amounts for all four portions shall include all installation, shipping charges and taxes		
Total Bid for All Portions		\$ <u>48,007⁸⁸</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: Grant Osborne, Bentonville Parks @ (479)271-3190

Company Name: Bentwater CAS Address: 4201 S. Stock Island #B
City: Little Rock
State: AR



Renovations to Melvin Ford Aquatic Center Equipment:

Installation of:

- **Variable Frequency Drives**
 - Lap Pool – Pentair Acu-Drive, 3PH, 25 HP with Fused disconnect, NEMA 12 enclosure with Signet 3-2551 Magmeter flow sensor (4 to 20 MA output with LED display)
 - Dive Pool – Pentair Acu-Drive, 3PH, 10 HP with fused disconnect, NEMA 12 enclosure with Signet 3-2551 Magmeter flow sensor (4 to 20 MA output with LED display)
 - Both drives to be located close to pumps, mounted on 1 5/8" strut. Strut, bases and/or other strut hardware to be hot dipped galvanized. All mounting hardware to be made of stainless steel.
 - Installer to provide all necessary programming/setup for variable frequency drives. Programming/setup of flow meters. Programming/setup for proper operation of VFDs to follow flow input from Magmeter.
 - Necessary electrical installation to be provided by others.

Bid Amount for this portion 17,226²⁵

- **Valves, Gauges, Water Levelers and Auto/Manual Air Relief for filter tanks:**
 - Valves:
 - 8" isolation valve on system backwash line on lap pool. Replace with Asahi Pool Pro, lever operated
 - 6" isolation valve on system backwash line on dive pool. Replace with Asahi Pool Pro lever operated
 - 8" throttling valve on lap pool return piping. Replace with like valve. Cast iron body, EPDM seat, bronze disc, gear operator.
 - 8" isolation valve of lap pool return piping. Replace with like valve. Cast iron body, EPDM seat, bronze disc, lever operated.
 - Existing mounting hardware to be reused if in good working condition.
 - Filter Gauges:
 - Replace existing influent and effluent on both lap pool and dive pool filter systems. Gauges to be stainless steel body, oil filled, 0 to 60 psi operating range. Replace 1/4" poly line from system piping to gauges.
 - Water Levelers:
 - Remove existing probes, control hardware and makeup valves. Install Jandy K2300 Dual Filler – 50' sensor/probe wire, 1" fill valve for dive pool (SOL100), 2" fill valve for lap pool (SOL200)
 - Install using electrical for existing levelers.
 - Fill valves to be install in existing copper fill lines leading to surge tanks.



o Air Relief Lines For Filter Tanks:

- Remove existing relief valves and piping. Install Plast-O-Matic Series ARV, 3/4" air relief valve.
 - Install to include stainless steel nipple between tank and piping. Configuration of piping to and from air relief to allow for isolation of tank to air relief and for manual air relief release as needed
 - Piping to be schedule 80 3/4" PVC.
 - Manual piping to extend across top of tank and down side of tank to within 1' of floor.
 - All piping to be mounted on 1 5/8" strut. Strut, bases and/or other strut hardware to be hot dipped galvanized. All mounting hardware to be of stainless steel.

Bid Amount for this portion 4,845⁴⁰

• Filter Media and Lateral Replacement:

- o Removal of existing media and replacement of media in lap pool and dive pool dual cell filters. Lap pool system – dual cell 144" Paddock filter, Dive pool system – 72" dual cell Paddock filter.
 - Media to be disposed of by City
 - Laterals – Paddock replacement
 - Media – fine #20 grade, 45 to 55 mm.
- o Repair to internal distribution pipe (top cell of lap pool – broken 8" female couple on bulkhead fitting). Repairs to be made using Schedule 40 PVC, supported as necessary. Support material to be stainless steel.

• Bid Amount for this portion 24,156²³

*** Replace Jack Stands on each tank. Jack stand- 7.5 ton 2" stroke X 6"

Bid Amount for this portion 1,780⁴⁰

P.A.H.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a budget adjustment, in the amount of 48,008.00, allowing for the improvement project for the mechanical room repairs at the Melvin Ford Aquatic Center.

COST TO CITY:

Cost of this Request:	
Additional Budget Amount	\$48,008

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	48,008
Remaining After Adjustment	\$ 48,008

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





Date of Request: December 1, 2017

Justification: Budget adjustment allows for repair to the mechanical systems at the Melvin Ford Aquatic Center.
--

Memo



To: City Council, Mayor McCaslin
From: Crant Osborne, Maintenance Supervisor
Through: David Wright, Parks and Recreation Director
Date: November 28, 2017
Re: City Council approval of a budget adjustment, in the amount of \$48,008.00, funding the project to repair to the mechanical systems at Melvin Ford Aquatic Center.

Parks and Recreation is seeking City Council's approval of a budget adjustment in the amount of \$48,008.00 for mechanical room repairs at the Melvin Ford Aquatic Center. As stated in the previous item, deficiencies were discovered in pool's mechanical room. In an effort to ensure the highest level of water quality, we hired a consultant to assist with the development of bid specifications that allows our team to make the necessary improvements.

We anticipate the project will be complete no later than February 15, 2018. This project will not affect the operation to the Melvin Ford Aquatic Center's swim season.

If you have any questions regarding this item, please call me at 271-3190 or email cosborne@bentonvillear.com.

Attachments:
Budget Adjustment Request Form



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an Memorandum of Understanding with NWA Regional Planning Commission, to participate in a 1-Year Regional Stormwater Education and Coordination Program from January 1, 2018 - December 31, 2018 to be carried out by the University of Arkansas Cooperative Extension Service at a cost of \$22,400.10.

COST TO CITY:

Cost of this Request: \$22,400

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	24,000
Funds Expended to Date	-
Remaining Budget	24,000
Budget Adjustment	(22,400)
Remaining After Adjustment	\$ 1,600

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: City Council, Mayor McCaslin

From: Ellen Norvell, City Engineer

Date: Friday, December 1, 2017

Re: Developer Agreement with NWA Regional Planning Commission

Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk to enter into a Memorandum of Understanding with NWA Regional Planning Commission, to participate in a 1-Year Regional Stormwater Education and Coordination Program from January 1, 2018 thru December 31, 2018 to be carried out by the University of Arkansas Cooperative Extension Service at a cost of \$22,400.10. The funds are budgeted in the 2018 budget.

Thank you for your consideration of this request.

Exhibit "A"

BENTONVILLE

MEMORANDUM OF UNDERSTANDING FOR THE MS4 JURISDICTIONS OF NORTHWEST ARKANSAS AND THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

WHEREAS, nineteen cities in Benton and Washington Counties, the counties themselves, and the University of Arkansas meet the U.S. Environmental Protection Agency's "small" urbanized area municipal separate storm sewer (MS4) criteria, and must comply with national Phase II Stormwater Regulations; and

WHEREAS, the Arkansas Department of Environmental Quality (ADEQ), the state agency authorized by EPA to issue National Pollutant Discharge Elimination System (NPDES) permits requiring and ensuring compliance, will establish dates for affected entities to be covered under Arkansas' general permit for MS4s; and

WHEREAS, said permit requires development, implementation, and evaluation of a stormwater management plan, that addresses each of the six minimum control measures identified in the Phase II Storm Water Regulations contained in 40 CFR 122.26 and outlined in Part I.B.; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (NWARPC) has coordinated meetings between representatives of affected jurisdictions in an effort to determine, in the interest of economy and efficiency, whether certain stormwater permit components could be addressed collectively, rather than individually; and

WHEREAS, it has been determined that a cost effective, regional approach to certain minimum control measures required as part of the permit – namely Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping – is both logical and appropriate; and

WHEREAS, the NWARPC previously requested and received statements of qualifications from interested institutions and firms with demonstrated water quality educational expertise, and has, in cooperation with representatives of affected MS4 jurisdictions, endorsed the attached proposal from the University of Arkansas Cooperative Extension Service; and

WHEREAS, the ADEQ has endorsed the regional concept and proposal for addressing said minimum control measures; and

WHEREAS, said representatives of affected MS4s have also endorsed the distribution of costs associated with the proposal as shown on the attached cost allocation plan; and

BENTONVILLE

WHEREAS, the Board of Directors of the NWARPC have authorized the Commission to act as the financial clearinghouse and primary contractor, on behalf of said MS4s, in connection with said proposal.

NOW, THEREFORE BE IT RESOLVED THAT WE, THE UNDERSIGNED MS4 JURISDICTION, AND THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION, AGREE AS FOLLOWS:

SECTION 1. To participate in a 1-Year Regional Stormwater Education and Coordination Program (January 1, 2018 – December 31, 2018), to be carried out by the University of Arkansas Cooperative Extension Service through an engagement with the Northwest Arkansas Regional Planning Commission, with costs based on a Base cost and each jurisdiction's pro-rated share of the region's 2010 urbanized area population; it being understood that said services to be provided shall satisfy requirements for the federally-mandated minimum control measures referenced herein. Commitments for participation in said program in future years will require governing body approval on a year-to-year basis.

SECTION 2. To participate financially in accordance with the attached cost allocation plan. Any increases in the costs allocated to the undersigned MS4 due to the failure of other MS4 jurisdictions to participate shall be subject to the approval of the undersigned MS4.

SECTION. 3. That all funds received by NWARPC from MS4s shall be utilized in their entirety for stormwater management program services and coordination activities in connection with EPA Phase II Stormwater Program requirements, and shall be accounted for separately from all other Commission funds.

Dated this _____ day of _____, 2017.

BENTONVILLE

NWARPC
Jeff Hawkins

**2018 Cost Allocation* of U of A Cooperative Extension Service Regional Stormwater
Education and NWA Regional Planning Commission Stormwater Coordination for NWA
MS4 Jurisdictions**

**MS4 Cost = \$2,000 Base cost + (Remaining Program Cost x % NWA Urbanized Area Population)
Using 2010 US Census Urban Block Data for the 22 MS4 Collaborating Jurisdictions**

Jurisdiction	Urbanized Area Population	Total Population	2018 % Urbanized Area Population	2018 \$2,000 Base with % Urbanized Area
Greenland	721	1,294	0.23%	\$2,435.15
Elm Springs	973	1,535	0.31%	\$2,587.24
Cave Springs	969	1,931	0.31%	\$2,584.83
Bethel Heights	2,359	2,372	0.76%	\$3,423.74
Tontitown	71	2,460	0.02%	\$2,042.85
Little Flock	1,742	2,585	0.56%	\$3,051.36
Elkins	1,991	2,648	0.64%	\$3,201.64
Johnson	3,123	3,354	1.01%	\$3,884.84
Prairie Grove	69	4,380	0.02%	\$2,041.64
Pea Ridge	4,298	4,794	1.39%	\$4,593.99
Farmington	4,964	5,974	1.60%	\$4,995.95
Lowell	6,574	7,327	2.12%	\$5,967.64
Centerton	9,135	9,515	2.95%	\$7,513.30
Siloam Springs	14,760	15,115	4.76%	\$10,908.18
Bella Vista	22,841	26,461	7.37%	\$15,785.35
U of A	5,801	27,503	1.87%	\$5,501.11
Bentonville	33,801	35,301	10.91%	\$22,400.10
Washington County [†]	1,868	203,065	0.60%	\$3,127.40
Benton County [‡]	5,339	221,339	1.72%	\$5,222.28
Rogers	64,897	58,895	17.72%	\$35,132.28
Springdale	68,088	70,747	21.98%	\$43,093.52
Fayetteville	65,457	73,580	21.13%	\$41,505.61
Program Totals	309,841		100.00%	\$231,000.00

Note: Budget year runs from January 1 through December 31 of each calendar year

* These dollar breakouts assume all jurisdictions participate

† Total population reflects the total county population including all incorporated areas

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING WITH NORTHWEST ARKANSAS
REGIONAL PLANNING FOR STORMWATER
EDUCATION.

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
Memorandum of Understanding with Northwest Arkansas Regional Planning for a Stormwater
Education Program, 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 _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Staff requests City Council to waive competitive bidding and authorize the Mayor and City Clerk to enter into an agreement with Riggins Construction and Development, Inc.(RCD). The agreement states that the City of Bentonville would agree to reimburse RCD an amount not to exceed \$39,177.00 for a portion of the cost to reconstruct approximately 530 linear feet of Rainbow Farms Road from State Highway 12 (SW Regional Airport Blvd.) to SW Nativestone Street. These funds were previously received by the City as compensation in lieu of constructing street improvements and are being held in an escrow account.

COST TO CITY:

Cost of this Request:	\$39,177
Additional Budget Amount	\$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	39,177
Remaining After Adjustment	\$

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>12/1/2017</u>		
Requested by:	<u>Ellen Norvell</u>		
Department:	<u>City Engineer</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Roadway Reconstruction</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Reimbursement to Riggins Construction and Development, Inc.</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:	\$	<u>39,177.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>39,177.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Riggins Construction and Development, Inc. has agreed to reconstruct Rainbow Farms Road from State Highway 12 (SW Regional Airport Blvd.) to SW Nativestone Street in coordination with the construction of Phase 7 of the Cornerstone Ridge Subdivision. The City previously received \$39,177 from an adjacent developer in lieu of construction of his portion of Rainbow Farms Road. The money has been in an escrow account and is to be utilized for the construction of Rainbow Farms Road.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memorandum



To: City Council, Mayor McCaslin

From: Ellen Norvell, City Engineer

Date: Friday, December 1, 2017

Re: Waiver of Bid, Development Agreement with Riggins Construction and Development, Inc.

Staff requests City Council waive competitive bidding and authorize the Mayor and City Clerk to enter into a Development Agreement with Riggins Construction and Development, Inc. Funds in the amount of \$39,177.00 were previously received by the City from First Asset Holding, LLC in lieu of constructing street improvements along Rainbow Farms Road and are being held in an escrow account. The agreement states that Riggins Construction and Development, Inc. will reconstruct Rainbow Farms Road from State Highway 12 (SW Regional Airport Blvd.) to SW Nativestone Street, and that the City of Bentonville will reimburse a portion of the cost in an amount not to exceed \$39,177.00.

Thank you for your consideration of this request. If you have any questions, please feel free to contact me by email at enorvell@bentonvillear.com or by phone at 479-271-3168.

**DEVELOPMENT AGREEMENT FOR
COST SHARE OF RAINBOW FARMS RD RECONSTRUCTION COSTS**

This Agreement, made and entered into on this ____ day of _____, 2017, by and between the **City of Bentonville, Arkansas** (hereinafter called the **CITY**) and **Riggins Construction and Development, Inc.** (hereinafter called the **DEVELOPER**) witnesseth:

WHEREAS, the Developer received approval by the City's Planning Department April 4th, 2017, for development of Phase 7 of the Cornerstone Ridge Subdivision in Bentonville, AR; and

WHEREAS, during the course of design review by the City, the Developer was made aware of drainage and slope issues on the section of Rainbow Farms Road from Hwy 12 to SW Nativestone St.; and

WHEREAS, reconstructing the approximately 530-foot segment, from its current width to a Collector Street width, as specified in the City's 2008 Master Street Plan, with a new slope profile will alleviate the current drainage deficiencies; and

WHEREAS, the City would benefit from the cost share as it will replace and upgrade aged or deficient infrastructure in a rapidly growing area of the city, providing improved infrastructure for residents and businesses in the area, and will facilitate future development; and

NOW, THEREFORE, the City and the Developer agree as follows:

1. The City of Bentonville, Arkansas agrees to:
 - A. Reimburse Riggins Construction and Development, Inc. for a percentage of the cost to reconstruct approximately 530 linear of street in the area identified in Exhibit "A" to a Collector Street, with a new slope profile to alleviate drainage issues up to a maximum-not-to-exceed amount of \$39,177.00 as was presented by the City of Bentonville's representative and shown in Exhibit "B", attached.
 - B. Payments due to Riggins Construction and Development, Inc. shall be remitted within sixty (60) days after receipt of valid invoices.
2. Riggins Construction and Development, Inc. agrees to:
 - A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable street reconstruction, including submittal of plans and specifications to the City's Engineering department, per their standard procedures.
 - B. Provide a copy of invoices from the Contractor upon City of approval the street reconstruction.

C. Pay for the street reconstruction (with reimbursement of the cost by the City of Bentonville in a not-to-exceed amount of \$39,177.00).

3. It is further understood that the contract for the reconstruction of the street is between Riggins Construction and Development, Inc. and its Contractor and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in this agreement with a not-to-exceed amount of \$39,177.00 for the street reconstruction.

**IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE
SIGN BELOW:**

**RIGGINS CONSTRUCTION
AND DEVELOPMENT, INC**

**CITY OF BENTONVILLE,
ARKANSAS**

By: _____
DARIN RIGGINS
President

By: _____
BOB MCCASLIN
Mayor

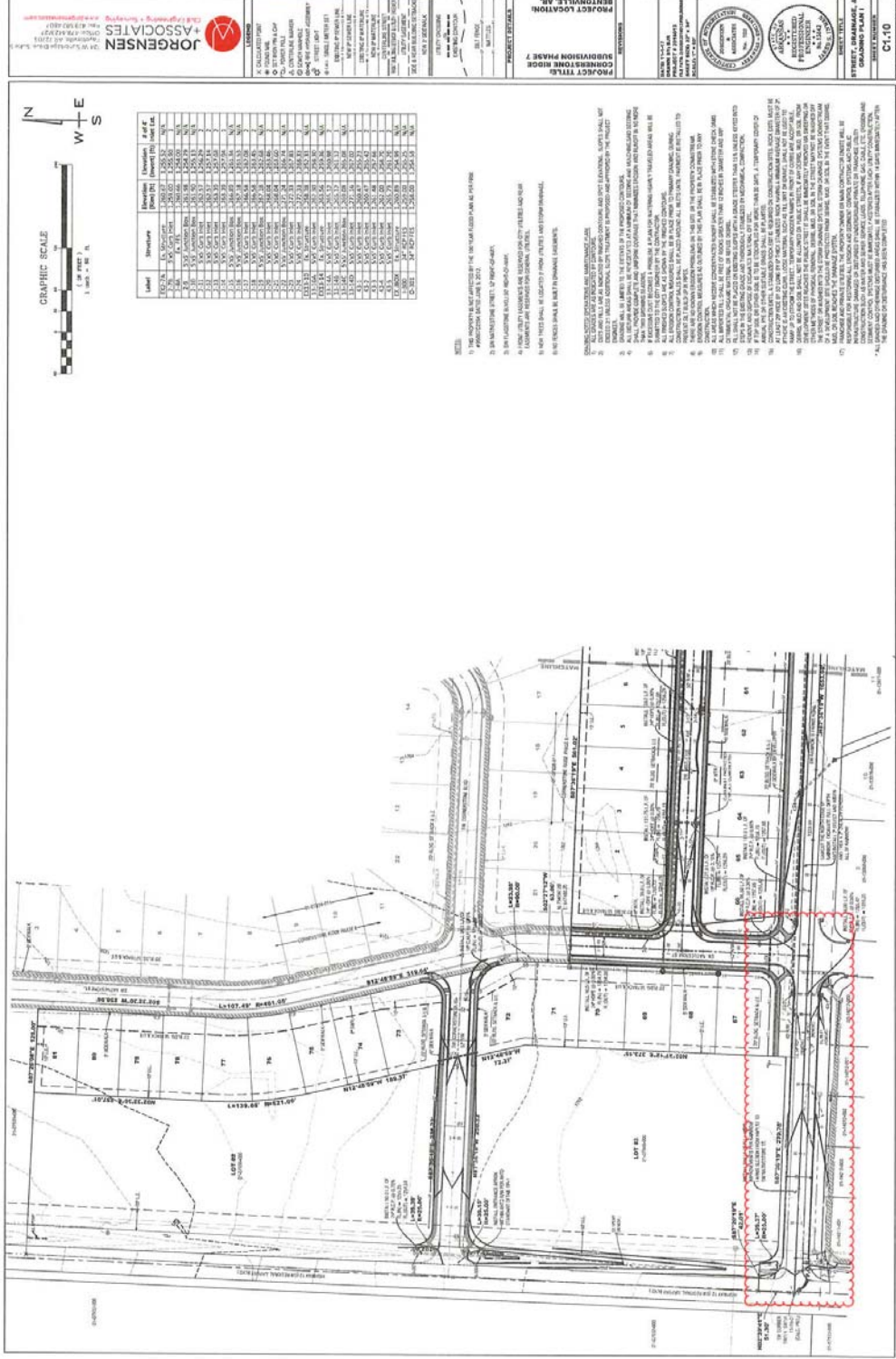
ATTEST:

ATTEST:

By: _____

By: _____

EXHIBIT ‘A’



JORGENSEN & ASSOCIATES
 Civil Engineering & Surveying
 240 West 10th Street, Suite 100
 Minneapolis, MN 55401
 Tel: 612.338.1234
 Fax: 612.338.1235
 www.jorgensenandassociates.com

LEGEND

1. EXISTING	2. PROPOSED
3. EXISTING	4. PROPOSED
5. EXISTING	6. PROPOSED
7. EXISTING	8. PROPOSED
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11. EXISTING	12. PROPOSED
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93. EXISTING	94. PROPOSED
95. EXISTING	96. PROPOSED
97. EXISTING	98. PROPOSED
99. EXISTING	100. PROPOSED

PROJECT DATA

PROJECT LOCATION: BENTONVILLE, AR
 PROJECT TITLE: CORRECTION PHASE 7
 PROJECT NUMBER: C1-10

PROJECT DATA

PROJECT LOCATION: BENTONVILLE, AR
 PROJECT TITLE: CORRECTION PHASE 7
 PROJECT NUMBER: C1-10

PROJECT DATA

PROJECT LOCATION: BENTONVILLE, AR
 PROJECT TITLE: CORRECTION PHASE 7
 PROJECT NUMBER: C1-10

PROJECT DATA

PROJECT LOCATION: BENTONVILLE, AR
 PROJECT TITLE: CORRECTION PHASE 7
 PROJECT NUMBER: C1-10

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PROJECT LOCATION: BENTONVILLE, AR
 PROJECT TITLE: CORRECTION PHASE 7
 PROJECT NUMBER: C1-10

PROJECT DATA

PROJECT LOCATION: BENTONVILLE, AR
 PROJECT TITLE: CORRECTION PHASE 7
 PROJECT NUMBER: C1-10

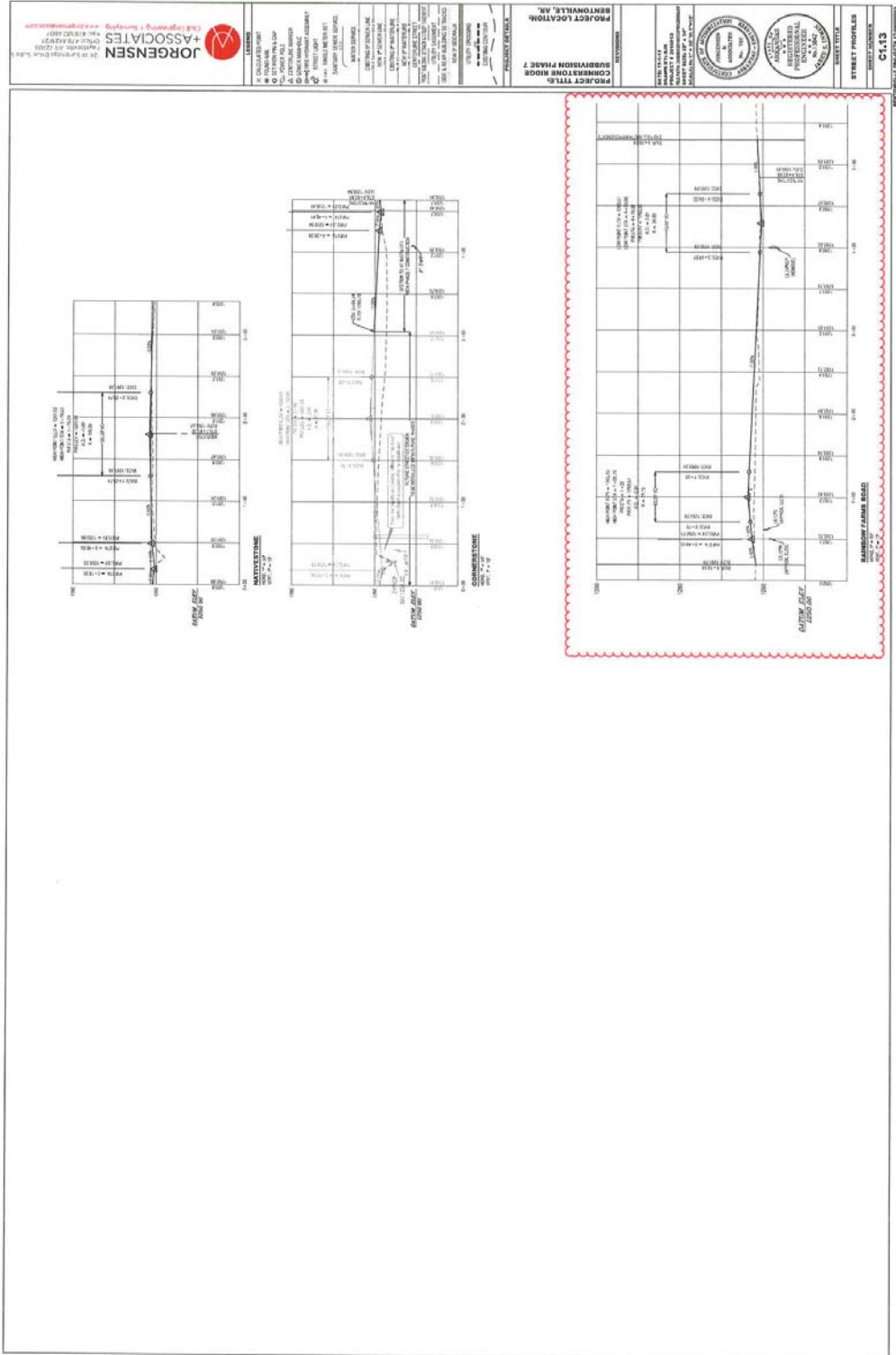


EXHIBIT ‘B’



FIRST NATIONAL BANK OF FORT SMITH

602 Garrison, Fort Smith, Arkansas 72801 479 782-2041

To Bentonville Planning,

I/we, the owner/developer of the existing Lots 46 and 47 of Cornerstone Ridge Phase 4, do hereby agree to pay \$39,177 estimated by Sand Creek Engineering and accepted by the Bentonville Engineering Department as adequate compensation in lieu of constructing any improvements to Rainbow Farms Road bordering said Lot 46.

Said compensation is hereby made by enclosed check and by signing and presenting this notarized document, we, the owners, hereby release said monies and waive the requirement that the monies be refunded after a five (5) year period and consider this payment for any future improvements to Rainbow Farms Road. It is understood that this compensation effectively releases (OWNER) of any responsibility of street improvements now, or in the event that Rainbow Farms Road is ever upgraded or improved.

WITNESS the execution hereof on this the 8th day of April, 2014

Owner/Developer, Authorized Agent
First Asset Holdings, LLC is a whole owned subsidiary of First
Bank Corp which is also a multi-bank holding company
that owns First National Bank of Fort Smith

Witness

ACKNOWLEDGEMENT

STATE OF ARKANSAS }
COUNTY OF BENTON }

BE IT REMEMBERED, that on this date, before me a Notary Public within and for said County and State, duly commissioned and acting, personally appeared the above named persons, represented in this document as owners of the aforementioned properties and one of the person's who executed the same for consideration and purpose therein mentioned and set forth and have set their hand to sign the agreement as presented.

WITNESS my hand and seal on this



Notary Public

"OLDEST NATIONAL BANK IN THE STATE"

CORNERSTONE RIDGE PHASE 4
RAINBOW FARMS ROAD FEE-IN-LIEU OF CONSTRUCTION
COST ESTIMATE

1

DESCRIPTION OF ITEM	QTY.	UNIT	UNIT PRICE	TOTAL
Demolition				
Cut/Remove and Haul off existing asphalt	600	SY	\$8.00	\$4,800.00
Earthwork				
Strip/undercut and haul off	340	CY	\$4.00	\$1,360.00
Fill CBR MATERIAL (Imported from Off-Site)	273	CY	\$8.50	\$2,320.50
Street				
Class 7 Aggregate Base Course	307	TON	\$18.00	\$5,526.00
3" HMA Surface Course	141	TON	\$75.00	\$10,575.00
Concrete Curb & Gutter	378	LF	\$11.00	\$4,158.00
Fine Grade, Seed & Mulch	350	SY	\$1.25	\$437.50
Electrical				
Relocate existing electric line	1	LS	\$10,000.00	\$10,000.00
Construction Cost Estimate Total				\$39,177.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO A DEVELOPMENT AGREEMENT WITH RIGGINS CONSTRUCTION AND DEVELOPMENT, INC. AND TO WAIVE COMPETITIVE BIDDING.

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 Development Agreement with Riggins Construction and Development, Inc. and agree to reimburse \$39,177 for a portion of the cost to reconstruct Rainbow Farms Road from State Highway 12 (SW Regional Airport Blvd.) to SW Nativestone Street, hereto as Exhibit No. 1.

Section 2: The City previously received \$39,177 from First Asset Holdings, LLC in lieu of constructing street improvements for Rainbow Farms Road. These funds are being held in an escrow account.

Section 3: Because Riggins Construction and Development, Inc. has agreed to reconstruct Rainbow Farms Road from State Highway 12 (SW Regional Airport Blvd.) to SW Nativestone Street in conjunction with the construction of Cornerstone No. 7 Subdivision Improvements and can therefore more efficiently and economically complete these improvements than a separate contractor, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2017.

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:

December 12, 2017

Submitted by:

Ellen Norvell

Department

Street

Phone

271-3168

ACTION REQUIRED:

Staff requests City Council to authorize a budget adjustment in the amount of \$39,177.00 to reimburse Riggins Construction and Development for a portion of the cost to reconstruct approximately 530 linear feet of Rainbow Farms Road from State Highway 12 (SW Regional Airport Blvd.) to SW Nativestone Street. These funds were previously received by the City as compensation in lieu of constructing street improvements and are in an escrow account.

COST TO CITY:

Cost of this Request:	\$39,177
Additional Budget Amount	\$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	39,177
Remaining After Adjustment	\$

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



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Street

Date of Request: December 1, 2017

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
020-3810-355-3810	Development Agreements From	\$39,177.00		\$ 39,177.00
	Escrow Street in lieu of Improvements			\$ -
020-3810-430-73-80	Street Improvement		\$ 39,177.00	\$ (39,177.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 39,177.00	\$ 39,177.00	\$ -

Justification:

Funds were received in lieu of street improvements for Rainbow Farms Road and are being held in escrow. Riggins Construction and Development, Inc. have agreed to reconstruct the entire roadway at an estimated cost of \$214,813.38 with the City reimbursing a portion which shall not exceed \$39,177.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
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PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

City Council approval of Change Order #2 for Elm Tree Road and HWY 72 W Intersection Improvements. Change order will include a Battery Backup UPS for the traffic control signal. Change Order will also include new provisions for final payment. The cost for Change Order #2 is \$7,100.00, which will be covered by the \$80,000.00 contingency in the original contract.

COST TO CITY:

Cost of this Request: \$7,100.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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



Memorandum



To: Mayor and City Council

From: Bryan Wick, Project Manager

Date: Monday, December 04, 2017

Re: Change Order #2 for Elm Tree & HWY 72 Intersection Improvements

The Elm Tree Road and HWY 72 W Intersection Improvements project is in the final stages of being complete. This project consists of widening the intersection and adding a new traffic signal system. A battery backup UPS is needed to help with managing the new signal and to provide a way for the signal to function if power was ever interrupted. The cost of Change Order #2 is \$7,100.00, which will come out of the project \$80,000.00 contingency. In addition to the battery backup, a new provision for final payment will be established for this contract. Since the project is at a close, and with the concurrence of the Contractor, Engineer of Record and Staff, a new provision will be added to the contract holding the final payment until the battery backup has been installed, inspected, tested and accepted by all parties.

Staff is seeking City Council approval for Change Order # 2 for Elm Tree Intersection Improvements.

Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My telephone number is (479) 696-0227 or I can be reached via email at bwick@bentonvillear.com



SAND CREEK
Engineering & Architecture, Inc.

CHANGE ORDER

Change Order No. 2

Date of Issuance: 12/01/2017

Effective Date: 12/05/2017

Project: Elm Tree – Intersection Widening	Owner: City of Bentonville	Owner's Contract No: 479-271-3168
Contract: Elm Tree Intersection Improvements – Elm Tree Road and Highway 72		Date of Contract: 02/24/2017
Contractor: J. Johnson Construction Co., Inc.		Engineer's Project No: 15031

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Add line item: Clary Battery Backup UPS - \$7,100
2. Add language to contract: Battery backup system as called out in Change Order #2 is an additional request by the Owner. Work generated by this request will not affect contract times in regards to substantial completion and incentive/disincentive pay to Contractor. Work resulting from Change order #2 must be completed, inspected, and accepted by Owner before final payment will be issued to Contractor.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Current Contract Price: <u>\$ 969,533.75</u>	Current Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days) : <u>290</u> Ready for final payment (days) : <u>30</u>
Increase / Decrease of this Change Order: <u>\$+7,100</u>	Increase / Decrease of this Change Order: Substantial completion (days) : <u>0</u> Ready for final payment (days) : <u>0</u>
Contract Price incorporating this Change Order: <u>\$976,633.75</u>	Contract Times with all approved Change Orders: Substantial completion (days) : <u>290</u> Ready for final payment (days) : <u>30</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request City Council approve the 2018 City Pay Plan. The attached listing shows proposed changes based on the results of our 2017 salary survey. All of these changes are fully funded in the 2018 budget.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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



2018 CITY OF BENTONVILLE

PAY PLAN CHANGES

1.5% Cost of Living Adjustment (COLA) – pay plan pay ranges will be adjusted by 1.5%

1.5 Merit Increase Target Amount

NEW POSITIONS

One (1) Animal Control Officer – Grade 16

One (1) Warehouse Worker – Grade 16

Three (3) Facilities Maintenance Technicians – Grade 16 (Reclassifications)

One (1) IT Systems Technician I – Grade 18

One (1) Police Records Supervisor – Grade 19 (Reclassification)

One (1) Street Department Crew Leader – Grade 19

One (1) Facilities Maintenance Technicians – Grade 19 (Reclassification)

Two (2) Facilities Maintenance Technicians – Grade 22 (Reclassifications)

RECLASSIFICATIONS

Three (3) Reclassifications from Parks Maintenance Worker – Grades 14/15/16 to Facility Maintenance Technicians – Grade 16

One (1) Reclassification from Administrative Technician – Grade 18 to Police Records Supervisor – Grade 19

One (1) Reclassification from Parks Maintenance Worker – Grade 16 to Facility Maintenance Technicians – Grade 19

Two (2) Reclassifications from Parks Maintenance Worker – Grade 16 to Facilities Maintenance Technician – Grade 22

One (1) Reclassification from Purchasing Agent – Grade 22 to Purchasing Manager – Grade 33

POSITION UPGRADES

Library Specialist II: Grade 15 to Grade 17

Customer Account Representative III: Grade 17 to Grade 18

Customer Billing Representative II: Grade 17 to Grade 18

Chief Deputy Court Clerk: Grade 18 to Grade 19

Probation Officer/Bailiff: Grade 18 to Grade 19

Executive Assistant: Grade 18 to Grade 19

IT Technician I: Grade 18 to Grade 19

GIS Technician II: Grade 19 to Grade 20

IT Technician II: Grade 19 to Grade 20

Horticulturalist: Grade 19 to Grade 20

Customer Account Supervisor: Grade 19 to Grade 21

Accounting Specialist III: Grade 19 to Grade 20

Water Distribution Foreman: Grade 21 to Grade 22

Wastewater Collection Foreman: Grade 21 to Grade 22

IT Technician III: Grade 21 to Grade 22

IT Administrator: Grade 33 to Grade 34

Parks Maintenance Supervisor: Grade 33 to Grade 34

Public Works Maintenance Supervisor: Grade 33 to Grade 34

Human Resources Manager: Grade 34 to Grade 36

Economic Development Manager: Grade 34 to Grade 36

Planning Services Manager: Grade 34 to Grade 35

Parks & Recreation Director: Grade 35 to Grade 37

POSITION UPGRADES cont.)

City Engineer: Grade 36 to Grade 37

IT Manager: Grade 36 – Grade 37

Community & Economic Development Manager: Grade 37 to Grade 38

Finance Director: Grade 38 to Grade 39

Engineering Director: Grade 38 to Grade 39

Staff Attorney: Grade 38 to Grade 39A

NEW GRADES ADDED

Grade 39: \$82,870 – \$111,875 – \$140,879

Grade 39A: \$89,500 – \$120,825 – \$152,150

POLICE GRADE CHANGES

Police Chief: \$85,022 – \$136,022 (+10%)

Police Captain: \$67,726 – \$108,269 (+10%)

Police Lieutenant: \$58,482 – \$93,533 (+10%)

Police Sergeant: \$51,297 – \$76,008 (+10%)

Police Corporal: \$46,652 – \$69,121 (+10%)

Police Officer II: \$42,396 – \$62,823 (+10%)

Police Officer I: \$38,576 – \$57,132 (+10%)

FIRE GRADE CHANGES

Fire Chief: \$82,218 – \$127,685 (+8%)

Assistant Fire Chief: \$70,425 – \$109,242 (+8%)

Deputy Fire Chief: \$70,396 – \$109,212 (+8%)

FIRE GRADE CHANGES (cont.)

Division Chief: \$60,719 – \$94,910 (+8%)

Firefighter Engineer: \$41,681 – \$62,581 (+8%)

Firefighter II: Grade 52 to Grade 53

Firefighter I: Grade 52

ORDINANCE NO. _____

AN ORDINANCE ADOPTING CERTAIN AMENDMENTS
TO THE 2018 PAY PLAN FOR THE CITY OF
BENTONVILLE, ARKANSAS.

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

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

PASSED and APPROVED this ____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	17-33
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$902,688.79. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$902,688

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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



MEMORANDUM

DATE: December 12, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Electric Materials bid award #17-33

The City of Bentonville recommends awarding the bids for electric material in the total amount \$902,688.79. The low bidders for the various items are as follows:

- Arkansas Electric in the amount of \$156,150.65
- Stuart Irby in the amount of \$366,313.21
- Techline in the amount of \$135,997.25
- Anixter Electrical Supply in the amount of \$2,277.88
- Wesco supply in the amount of \$233,010.40
- Border States in the amount of \$8,939.40

There were multiple companies that did not meet minimum specifications that we establish.

- Stuart Irby did not meet spec on line item #64, 89 and 151
- Wesco did not meet spec on line items #151
- Anixter did not meet spec on line items #46

This award is for 1 year, January-December 2018. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

ITEM	QTY	UNIT	PART NO.	DESCRIPTION	ASCI	TECHLINE	IBBY	WESCO	ANKER	BORDER STATES	ASCI	TECHLINE	IBBY	WESCO	ANKER	BORDER STATES
1	100	EA	285 002 02101	ARM 3-5/8" X 4-5/8" X 8" -WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS	\$31.66	\$36.00	\$35.64	\$36.97	\$40.33	\$42.50	\$31.66	\$36.00	\$35.64	\$36.97	\$40.33	\$42.50
2	70	EA	285 002 02102	ARM 3-5/8" X 4-5/8" X 10" -WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS	\$40.57	\$48.00	\$44.42	\$46.38	\$50.44	\$54.00	\$40.57	\$48.00	\$44.42	\$46.38	\$50.44	\$54.00
3	50	EA	285 002 02105	ARM DEAD END FIBERGLASS 4 X 6 8" MACLEAN # P0855004-2E OR PUFT #D400096E287X2	\$237.00		\$248.32	\$257.51		\$273.00	\$237.00		\$248.32	\$257.51		\$273.00
4	40	EA	285 002 00002	ARM DEAD END FIBERGLASS 4 X 6 X 10' PLPT #D4000-12C-E-4-89X-2	\$396.00		\$389.47			\$331.00	\$396.00		\$389.47			\$331.00
5	25	EA	285 002 02170	ARM FIBERGLASS 8" PLPT- FEATHERLITE #D43000-94E3-872	\$309.00		\$217.37			\$259.00	\$309.00		\$217.37			\$259.00
6	100	EA	285 002 02183	ARM GALV. 6" #A1E-104 6"X1-1/4" CANTILEVER BRACKET	\$30.00	\$33.00	\$31.25		\$32.30		\$30.00	\$33.00	\$31.25		\$32.30	
7	5	EA	285 009 25622	ENCLOSURE 1-1/4" 15KV 14GA STEEL DURHAM #FAM5P02124-D W/BRND NUTS	\$115.00		\$305.25	\$114.00		\$369.00	\$115.00		\$305.25	\$114.00		\$369.00
8	40	EA	285 009 25625	ENCLOSURE 3-1/4" 18KV 14GA STEEL DURHAM #FAM5P02127-D	\$582.00		\$587.37	\$558.80		\$632.00	\$582.00		\$587.37	\$558.80		\$632.00
9	50	EA	285 009 00015	ENCLOSURE BURLAL CONCAST FIBERCRETE BOX PAD 1-1/4" FC29-75- 34-3PH	\$683.33	\$756.00	\$697.67	\$655.00	\$707.00		\$683.33	\$756.00	\$697.67	\$655.00	\$707.00	
10	30	EA	285 009 00016	FIBERCRETE MOUNTING PAD 200 AMP 3PH LID FC-37-73-2-3PH-1	\$520.83	\$600.00	\$531.91	\$489.00	\$540.00		\$520.83	\$600.00	\$531.91	\$489.00	\$540.00	
11	10	EA	285 009 00019	ENCLOSURE BURLAL CONCAST FIBERCRETE MOUNTING PAD 600 AMP 3PH LID FC-37-73-2-3PH-2	\$508.00	\$599.00	\$518.64	\$485.00	\$520.00		\$508.00	\$599.00	\$518.64	\$485.00	\$520.00	
12	10	EA	285 009 00017	ENCLOSURE BURLAL CONCAST FIBERCRETE BOX PAD 1-1/4" FC-23-37- 32-1PH	\$498.96	\$590.00	\$509.87	\$460.00	\$519.00		\$498.96	\$590.00	\$509.87	\$460.00	\$519.00	
13	10	EA	285 009 00018	ENCLOSURE BURLAL CONCAST FIBERCRETE MOUNTING PAD LID 1-1/4" FC-22-36-2-1PH-1	\$379.69	\$475.00	\$387.77	\$375.00	\$395.00		\$379.69	\$475.00	\$387.77	\$375.00	\$395.00	
14	200	EA	285 009 25667	GRAPHICS DARK GREEN ELECTRICAL PEDESTAL, 2" PENTA CUP ASSEMBLY, 2 DOORS 1)BACK/LOW/RT 1)BACK/LOW/LEFT, 3-4350 CONNECTORS & PLASTIC	\$186.03	\$186.03	\$181.05	\$176.80	\$189.25		\$186.03	\$186.03	\$181.05	\$176.80	\$189.25	
15	200	RS	285 002 60487	WOOD BRACES ARM 60"-74/60R OR EQUAL TO (SOLD IN PAIRS)	\$13.85	\$13.85	\$13.00	\$12.86	\$13.87	\$17.19	\$13.85	\$13.85	\$13.00	\$12.86	\$13.87	\$17.19
LOW TOTAL													\$1,556.30	\$2,352.00		
														\$32,750.00		
														\$14,970.00		
														\$4,880.00		
														\$4,800.00		
														\$3,750.00		
														\$5,320.00		
														\$2,580.00		

16	100	EA	280 075 01470	ANCHOR, PISA ROD 3/4"X7' WITH TWIN EYE NUT CHANGE #E102-0044	\$19.88	\$19.00	\$26.48	\$20.70	\$22.71	\$20.59	\$1,000.00		
17	80	EA	280 075 01476	ANCHOR ROD 1" X 9' TWIN-EYE CHANGE #5369	\$44.32	\$40.20	\$46.07	\$15.88		\$46.73	\$3,218.00		
18	200	EA	285 005 55510	TRANSFORMER PAD WAGNER #F4242-32CL1328T	\$108.26	\$99.85	\$100.00	\$90.00	\$198.00			\$18,000.00	
19	30	EA	285 005 00014	TRANSFORMER PAD DIVERSITECH #F4848-4CS-128T	\$180.50	\$145.00	\$111.58	\$108.00	\$122.00			\$3,240.00	
20	40	EA	285 056 61320	HEAD ONLY 100WATT HPS AMERICAN ELEC. #11-105-RN-120-RQ- LO	\$25.73		\$25.73		\$25.73		\$1,029.20	\$1,029.20	
21	30	EA	285 056 26620	FIXTURE 100W HPS AMER. #F105-RN-120-RQ-AY OR G.E.	\$212.25		\$212.24		\$221.00			\$6,367.20	
22	4	EA	285 056 26621	FIXTURE 100W HPS AMER. REVOLUTION A.E. #247-105-RN-120- RQ-AY OR G.E. EQUAL	\$137.50		\$137.50	\$188.00	\$143.00	\$202.00	\$550.00		
23	100	EA	285 056 26603	FIXTURE 150W HPS COBRA HEAD FLAT LENS A.E. #115-255-CA-MT1-R2 F6 OR G.E. EQUAL	\$87.40	\$127.25	\$97.40	\$178.72	\$191.00	\$180.00	\$9,740.00		
24	30	EA	285 056 26607	FIXTURE 100W HPS COBRA HEAD A.E. #125-405-CA-MT1-R2-F6 OR G.E. EQUAL	\$160.95	\$160.10	\$150.80	\$195.80	\$157.00	\$215.00	\$4,527.00		
25	450	EA	285 050 11421	BULB 100W HPS MOGAL BASE EYE #L1000PLUS/ECO ITEM#67559 SYLVANIA ONLY			\$7.50				\$3,375.00		
26	10	EA	285 050 11450	BULB 100W MV SELF-FALLAST STANDARD BASE EYE #WH58/E24W			\$79.75				\$797.50		
27	30	EA	285 050 11461	BULB 175W MV G.E. #H37K8-175 ALTO BRAND		\$4.25	\$4.12	\$4.20	\$4.29	\$5.05	\$123.60		
28	20	EA	285 050 00001	BULB 175W MED. BASE SYLVAN #64479 NAVI75U-MED		\$9.45	\$7.00	\$11.00	\$9.49	\$11.00	\$140.00		
29	10	EA	285 050 11471	BULB 250W MH MVR250/U		\$9.45	\$7.00	\$9.40	\$9.50	\$11.00	\$70.00		
30	240	EA	285 050 11470	BULB 250W HPS G.E. #LU250 OR PHILLIPS #C250550/AHO		\$5.59	\$5.50	\$5.70	\$5.60	\$6.75	\$1,320.00		
31	2	EA	285 050 11472	BULB 250W MV PHILLIPS #H37KB- 250		\$4.70	\$5.27	\$4.80				\$9.20	
32	48	EA	285 050 11480	BULB 400W HPS G.E. #LU400 OR PHILLIPS #C400501/AHO		\$5.75	\$5.90	\$5.70	\$5.60	\$6.75		\$273.60	
33	12	EA	285 050 11482	BULB 400W MH G.E. #MVR200/U OR SYLVANIA #NH400S/U ALTO BRAND		\$9.45	\$3.33	\$8.60	\$9.49	\$11.30	\$111.98		

79	100	EA	280 075 30161	BUY ATTACH FOR STRAIN INSULATOR MACLEAN #06464	\$6.30	\$13.85	\$6.32	\$6.20	\$6.38	\$14.99				\$520.00		
71	100	EA	280 075 00014	BUY ATTACH - SINGLE BOLT FOR SINGLE PHASE, MACLEAN #PC-7X2	\$8.40		\$8.51	\$8.50	\$8.05		\$540.00					
72	400	EA	285 073 43378	SINGLE POINT RACK 11300 OR HUBBELL #0327	\$4.68	\$4.39	\$4.26	\$4.28	\$4.49	\$5.68		\$1,712.00				
73	10	EA	285 031 00016	8842ETT FIBERGLASS - SINGLE POSITION - 18" MACLEAN 6100A1180C-8	\$33.87		\$35.47	\$31.98	\$32.98			\$294.75				
74	10	EA	285 073 15358	CLAMP MAST JO588H8 OR C207- 0075	\$8.59	\$9.10	\$9.20		\$5.70	\$11.22					\$57.00	
75	450	EA	286 005 00004	KADDA5 KE-10686R FUSE CUTOUT COVER	\$15.49	\$16.50	\$14.56	\$15.50	\$15.85			\$6,552.00				
76	200	EA	286 005 00006	KADDA5 KE-1077A TRANSFORMER BUSHING CAP	\$11.87	\$12.70	\$11.45	\$11.69	\$11.09			\$2,200.00				
77	20	EA	286 005 00010	KADDA5 KE-1117 FLIPPER TRANSFORMER BUSHING COVER	\$13.46	\$14.50	\$14.66	\$14.50	\$14.96		\$359.20					
78	350	EA	286 005 00011	AB CAP TRANSFORMER ARRESTOR BUSHING COVER #AB CAP	\$3.28	\$3.60	\$3.48	\$3.50	\$3.35		\$1,148.00					
79	400	EA	286 035 00008	TRANS. SEC. LEAD BRACKET CHANCE #9135 1/2"x5"	\$10.56	\$10.10	\$9.87		\$11.21	\$11.29		\$3,948.00				
80	50	EA	285 078 49360	SUPPORT BRACKET CABLE POSITIONER HUBBELL CC5820 FOR 0.75-3" CABLE	\$19.98	\$19.00	\$19.20	\$19.15	\$20.27	\$22.87	\$390.00					
81	20	EA	285 073 49354	SUPPORT BRACKET PB-4 TB-1 J24673	\$15.93		\$13.75	\$14.66	\$15.07			\$273.00				
82	150	EA	285 078 49350	SUPPORT BRACKET 3M #M9-3	\$10.27	\$14.15	\$14.86	\$13.60	\$14.42		\$1,540.50					
83	5	EA	285 078 49353	SUPPORT BRACKET ELASTIMOLD #16-TB-2		\$9.80	\$9.26		\$5.26			\$46.30				
84	100	EA	280 075 00003	ANCHOR SCREW IN 1/4" TOUGH-ONE CHANCE #C102-9203	\$72.34	\$65.45	\$66.91	\$64.73	\$71.89	\$68.92		\$6,473.00				
85	80	EA	280 075 01312	ANCHOR EXPANDING LARGE 30,000# J0283-1 1283-1	45.88	39.45	36.06	38.85	51.87	50.77		\$2,864.80				
86	500	EA	280 075 25468	GROUND ROD 5/8" X 8' COPPER J3338	\$9.35	\$9.68	\$11.02	\$9.85	\$9.40	\$10.35	\$4,675.00					
87	500	EA	280 075 25096	GROUND ROD CLAMP CU 5/8"	\$1.11	\$1.01	\$1.15	\$1.05	\$0.96	\$1.25		\$480.00				

88	600	EA	280 075 30301	GUY GRIP PREF 3/8 GDE-1187 P.L.P.	\$2.04	\$2.64	\$2.14	\$2.06	\$2.14	\$2.08	\$1,224.00	\$1,224.00				
89	200	EA	540 055 00081	GROUND WIRE MOLDING PLASTIC MACLEAN #PM128	\$2.20	\$3.25	\$0.76	\$2.19				\$438.00				
90	400	EA	280 075 30485	GUY GUMRO PLASTIC B #47D-71 or PREF ORNED PMAS3971	\$3.06	\$3.50	\$3.37	\$3.21			\$1,224.00					
91	50	EA	280 075 30540	GUY WIRE DISPENSER #560-0700 P.L.P. OR HELICAL GWO1000	\$5.77	\$6.00	\$6.00	\$6.08						\$208.50		
92	12,000	FT	280 040 59538	GUY WIRE 3/8" EXTRA HIGH STRENGTH EHS-7		0.3000	0.2780					\$1,240.00				
93	25	EA	285 029 00029	CONNECTOR FOR SWITCH-GEAR ANDERSON #67CS-41	\$10.38	\$8.55	\$9.94	\$9.88			\$238.75					
94	350	EA	285 029 00033	CONNECTOR WCV6/P8 477-477 WIRE	\$19.36	\$20.60	\$19.35	\$19.30							\$6,657.00	
95	100	EA	285 029 00034	CONNECTOR WCV6/P8 477-336 WIRE	\$19.38	\$20.80	\$19.35	\$19.30							\$1,952.00	
96	10	EA	285 029 00035	CONNECTOR WCV7/P8 750-477 WIRE	\$39.04	\$39.00	\$39.99	\$37.68					\$366.10			
97	50	EA	285 029 00050	CONNECTOR WCV56-P8 WEITAP FOR 335 ACSR 18/1	\$17.77	\$19.90	\$17.76	\$18.00			\$368.00					
98	10	EA	285 029 00051	CONNECTOR WCV63-P8 WEITAP FOR 477 ACSR 18/1 4/0 ACSR 6/1	\$19.38	\$20.80	\$19.35	\$19.30							\$190.20	
99	10	EA	285 029 00052	CONNECTOR WCV6-P8 WEITAP FOR 477 ACSR 18/1 1/0 ACSR 18/1	\$19.38	\$20.80	\$19.35	\$19.30							\$190.20	
100	200	EA	286 005 55129	TRANSFORMER TANK GROUND CONNECTOR 6TGL-23A	\$1.99	\$1.50	\$1.91	\$1.90				\$380.00				
101	400	EA	285 003 04120	ARRESTOR LIGHTNING SURGE 10KV COOPER #UN510050A181A	\$27.95	\$28.90	\$27.21	\$26.75					\$10,700.00			
102	10	EA	285 003 00012	ARRESTOR DUCKBILL MACLEAN #280009-2020003	\$88.14		\$85.00	\$84.75						\$547.50		
103	15	EA	285 078 12335	BUSHING INSERT 100 AMP LOADBREAK ELASTIMOLD #1601A4		\$23.70	\$25.01	\$25.21			\$355.50					
104	700	EA	285 078 14355	CAP PROTECTIVE INSULATED WITH GROUND ELASTIMOLD #167-D86		\$22.30	\$22.43	\$22.43			\$15,610.00					
105	150	EA	285 078 20331	ELBOW ARRESTOR ELASTIMOLD #167/P5A-1D		\$60.00	\$64.84	\$64.84			\$9,000.00					

106	800	EA	285 078 25817	ELBOW 1/0 15KV (605-960) 250 MIL W/T POINT ELASTIMOLD #152L23-		\$27.79	\$32.95		\$36.84		\$22,160.00			
107	10	EA	285 078 25334	ELBOW 4/0 15KV (830-1060) 220 MIL ELASTIMOLD #162LR-CC-5270- S		\$41.00	\$41.45		\$46.76		\$410.00			
108	100	EA	285 078 35325	LOADBREAK JUNCTION 4-POINT WITH U-STRAPS ELASTIMOLD #16414-5		\$120.00	\$133.38		\$133.35		\$12,000.00			
109	40	EA	285 078 00022	LOADBREAK ELBOW TAP PLUS 15KV ELASTIMOLD #650E TP		\$110.00	\$107.61		\$108.77		\$1,280.40			
110	500	EA	285 078 40319	PLUS STAND OFF ELASTIMOLD #1615OP		\$33.60	\$35.17		\$35.15		\$16,800.00			
111	100	EA	285 078 53362	TERMINATOR KIT 1/0 & 4/0 (694- 1.08 INS OD) 3M #76592-S-4-1/0 INCLUDES 1/0 STEM	\$67.10	\$86.00	\$85.74	\$89.50	\$87.04	\$6,710.00				
112	30	EA	285 078 53368	TERMINATOR KIT 500 & 750 (1.05- 1.80 INS OD) 3M #7655-S-4-40172 INCLUDES 750 LUG 40172	\$162.59	\$123.00	\$157.46	\$128.00	\$157.70		\$3,690.00			
113	10	EA	285 078 00038	TERMINATOR STEM FOR 4/0 3M #SC0040	\$20.44	\$23.00	\$23.31	\$21.00	\$22.61	\$204.40				
114	500	EA	285 078 56681	STUD-MOUNTED TRANS CONNECTOR CMC/BMC #NISC350- 61 3/8-11 6-POSITION	\$9.51	\$9.44	\$9.68	\$35.30	\$10.76		\$4,720.00			
115	50	EA	285 078 56685	UTILICO SEC STUDMNT. CONN. 6- POSITION #10-500 MCM #PT6-500- CUP	\$15.19	\$16.45	\$15.35	\$15.51	\$16.97	\$753.50				
116	3	EA	285 078 00004	DEADFRONT ELBOW 4/0 TR/XLP 15KV ELASTIMOLD #K655L9H-0270		\$128.25	\$130.32		\$140.00		\$384.75			
117	3	EA	285 078 00003	DEADFRONT ELBOW 500 TR/XLP 15KV ELASTIMOLD #K655L9C-0380		\$128.25	\$130.32		\$140.00		\$384.75			
118	30	EA	285 078 00012	DEADFRONT ELBOW 750 TR/XLP 15KV ELASTIMOLD #K655L9M-0380		\$123.25	\$130.32		\$140.00		\$3,647.50			
119	400	EA	285 034 27700	FUSE IRON FUSE HOLDER SHAWMUT FEB-21-21			\$18.50				\$7,400.00			
120	400	EA	285 034 00023	FUSE 600V MTD&ET 20 AMP A TM-20			\$7.50	\$13.45			\$3,000.00			
121	400	EA	285 034 27546	FUSE CUTOFF 100 AMP POLYMER - MPS #SC15-H-6-1-10-8-0-90			\$80.68	\$80.00	\$90.27		\$32,000.00			
122	9	EA	285 079 50125	FUSE UNIT BNDN FITTING SWL-20 (PFC) SAC #3097			\$348.84				\$3,148.56			
123	50	EA	285 034 27545	FUSE BARREL/DOOR 100 AMP SAC #89521RD-80			\$22.22				\$1,111.00			

[illegible]



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	17-34
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for 3 phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$539,533.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$539,533

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

DATE: December 12, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: 3-ph. transformer bid award #17-34

The City of Bentonville recommends awarding the bids for electric material in the total amount \$539,533.00. The low bidders for the various items are as follows:

- Stuart Irby in the amount of \$353,637.00
- Techline in the amount of \$37,550.00
- Anixter in the amount of \$148,346.00

This award is for 6 months, January – June 2018. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	17-35
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for 1 phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$271,100.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$271,100

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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



M E M O R A N D U M

DATE: December 12, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **1-ph. transformer bid award #17-35**

The City of Bentonville recommends awarding the bids for electric material in the total amount \$271,100.00. The low bidders for the various items are as follows:

- Techline in the amount of \$271,100.00

This award is for 6 months, January – June 2018. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

[illegible]



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	17-36
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$159,342.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$159,342

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

DATE: December 12, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Double Bushing Pole Mount transformer bid
award #17-36

The City of Bentonville recommends awarding the bids for electric material in the total amount \$159,342.00. The low bidders for the various items are as follows:

- Techline in the amount of \$159,342.00

This award is for six months, January – June 2018. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Pole Mount Transformer
Bid #17-36

ITEM NO.	QTY	UNIT	OUR PART NUMBER	DESCRIPTION	ABB	Techline - Howard
1	40	EA	286 030 55705	10 KVA 120/240 POLE MOUNT TRANS		\$24,600.00
2	20	EA	286 030 55710	15 KVA 120/240 POLE MOUNT TRANS	\$658.00	\$13,160.00
3	3	EA	286 030 00003	15 KVA 277/480 POLE MOUNT TRANS	\$656.00	\$1,968.00
4	50	EA	286 030 55714	25 KVA 120/240 POLE MOUNT TRANS	\$680.00	\$34,000.00
5	3	EA	286 030 55715	25 KVA 240/480 POLE MOUNT TRANS	\$753.00	\$2,259.00
6	3	EA	286 030 00002	25 KVA 277/480 POLE MOUNT TRANS	\$657.00	\$1,971.00
7	3	EA	286 030 55718	37.5 KVA 120/240 POLE MOUNT TRANS	\$875.00	\$2,625.00
8	45	EA	286 030 55722	50 KVA 120/240 POLE MOUNT TRANS	\$1,105.00	\$49,725.00
9	1	EA	286 030 55723	50 KVA 277/480 POLE MOUNT TRANS	\$1,108.00	\$1,108.00
10	3	EA	286 030 55727	75 KVA 120/240 POLE MOUNT TRANS	\$1,372.00	\$4,116.00
11	3	EA	286 030 55728	75 KVA 277/480 POLE MOUNT TRANS	\$1,332.00	\$3,996.00
12	3	EA	286 030 55731	100 KVA 120/240 POLE MOUNT TRANS	\$2,152.00	\$6,456.00
13	1	EA	286 030 55732	100 KVA 277/480 POLE MOUNT TRANS	\$1,905.00	\$1,905.00
14	1	EA	286 030 55737	167 KVA 120/240 POLE MOUNT TRANS	\$3,090.00	\$3,090.00
15	1	EA	286 030 55741	250 KVA 120/240 POLE MOUNT TRANS	\$4,528.00	\$4,528.00
16	1	EA	286 035 55721	250 KVA 277/480 POLE MOUNT TRANS	\$3,835.00	\$3,835.00
						\$159,342.00



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	17-37
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$48,254.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$48,254

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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



M E M O R A N D U M

DATE: December 12, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Switchgear bid award #17-37**

The City of Bentonville recommends awarding the bids for switchgears in the total amount \$48,254. The low bidders for the various items are as follows:

- Techline in the amount of \$48,254.00

This award is for one year, January-December 2018. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

SWITCHGEAR BID #17-37

Page 1 of 1



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	17-38
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for water/sewer material to the lowest bidder as shown on the attached bid tabulation in the amount of \$299,899.11. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$299,899

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

DATE: December 12, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Water/Sewer Materials bid award #17-38

The City of Bentonville recommends awarding the bids for water material in the total amount \$299,899.11. The low bidders for the various items are as follows:

- Ferguson Waterworks in the amount of \$124,539.59
- NW Arkansas Winwater in the amount of \$190,658.29
- Core and Main in the amount of \$4,701.23

This award is for one year January – December 2018. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

ITEM	YEARS QNTY.	UNIT	PART NO.	DESCRIPTION	FERGUSON	NW ARK. WINWATER	CORE AND MAIN	FERGUSON LOW TOTAL	WINWATER LOW TOTAL	CORE AND MAIN
1	1	EA	340 060 21264	FIRE HYDRANT 5-1/4X3 5" MJ SHOE AVK/CLOW	<u>\$1,395.75</u>	<u>\$1,402.00</u>	<u>\$1,412.00</u>	<u>\$1,395.75</u>		
2	1	EA	340 060 21266	FIRE HYDRANT 5-1/4X3-1/2 5" MJ SHOE AVK/CLOW	<u>\$1,429.72</u>	<u>\$1,452.00</u>	<u>\$1,445.00</u>	<u>\$1,429.72</u>		
3	2	EA	340 060 21255	FIRE HYDRANT 5-1/4X4 6" MJ SHOE AVK/CLOW	<u>\$1,456.40</u>	<u>\$1,468.00</u>	<u>\$1,477.50</u>	<u>\$2,912.80</u>		
4	2	EA	340 060 21259	FIRE HYDRANT 5-1/4X4-1/2 6" MJ SHOE AVK/CLOW	<u>\$1,490.20</u>	<u>\$1,502.00</u>	<u>\$1,513.10</u>	<u>\$2,980.40</u>		
5	2	EA	340 060 21256	FIRE HYDRANT 5-1/4X5 6" MJ SHOE AVK/CLOW	<u>\$1,524.10</u>	<u>\$1,518.00</u>	<u>\$1,547.50</u>		<u>\$3,036.00</u>	
6	2	EA	340 060 00024	FIRE HYDRANT 5-1/4X5-1/2 6" MJ SHOE AVK/CLOW	<u>\$1,566.70</u>	<u>\$1,565.00</u>	<u>\$1,585.00</u>		<u>\$3,130.00</u>	
7	1	EA	340 060 21257	FIRE HYDRANT 5-1/4X6 6" MJ SHOE AVK/CLOW	<u>\$1,599.60</u>	<u>\$1,608.00</u>	<u>\$1,667.05</u>	<u>\$1,599.60</u>		
8	100	FT	658 060 34358	PIPE 8" C-900 CL200 DR-14	<u>\$5.28</u>	<u>\$4.72</u>	<u>\$5.05</u>		<u>\$472.00</u>	
9	7,000	FT	658 060 34361	PIPE 8" C-900 CL200 DR-14	<u>\$9.08</u>	<u>\$8.05</u>	<u>\$8.68</u>		<u>\$56,350.00</u>	
10	40	FT	658 060 34363	PIPE 12" C-900 CL200 DR-14	<u>\$19.52</u>	<u>\$17.32</u>	<u>\$18.66</u>		<u>\$692.80</u>	
11	500	FT	658 060 34420	PIPE 4" SDR-26 124548 SEWER D3034	<u>\$1.16</u>	<u>\$1.03</u>	<u>\$1.13</u>		<u>\$515.00</u>	
12	400	FT	658 060 34394	PIPE 6" SDR-26 124548 SEWER D3034	<u>\$2.51</u>	<u>\$2.23</u>	<u>\$2.40</u>		<u>\$892.00</u>	
13	7000	FT	658 060 34433	PIPE 8" SDR-26 124548 SEWER D3034	<u>\$4.53</u>	<u>\$4.02</u>	<u>\$4.32</u>		<u>\$28,140.00</u>	
14	100	FT	658 060 34438	PIPE 12" SDR-26 124548 SEWER D3034	<u>\$10.13</u>	<u>\$8.95</u>	<u>\$9.66</u>		<u>\$895.00</u>	
15	2000	FT	658 091 47073	3/4" CTS TUBING SDR9 PART #X41260100B (100 PER REEL) ADS	<u>\$0.19</u>	<u>\$0.19</u>	<u>\$0.24</u>	<u>\$380.00</u>		
16	8000	FT	658 091 47074	1" CTS TUBING SDR9 PART #475250100B (100 PER REEL) ADS	<u>\$0.30</u>	<u>\$0.30</u>	<u>\$0.39</u>	<u>\$2,400.00</u>		
17	17,000	FT	658 060 00001	TRACER WIRE 10 THHN SOLID COPPER	<u>\$0.14</u>	<u>\$0.15</u>	<u>\$0.25</u>	<u>\$2,380.00</u>		
18	10	EA	659 044 00009	4" ACCESSORY KIT MJ BOLT/GASKET	<u>\$11.60</u>	<u>\$11.74</u>	<u>\$13.00</u>	<u>\$116.00</u>		
19	60	EA	659 044 00003	6" ACCESSORY MJ BOLT/GASKET ONLY	<u>\$13.64</u>	<u>\$14.35</u>	<u>\$15.89</u>	<u>\$818.40</u>		
20	150	EA	659 044 00004	8" ACCESSORY MJ BOLT/GASKET ONLY	<u>\$14.88</u>	<u>\$15.66</u>	<u>\$17.35</u>	<u>\$2,232.00</u>		
21	20	EA	659 044 00007	12" ACCESSORY MJ BOLT/GASKET ONLY	<u>\$21.08</u>	<u>\$22.18</u>	<u>\$24.60</u>	<u>\$421.60</u>		
22	10	EA	659 044 00113	6" ACCESSORY MJ WITH GLAND	<u>\$17.98</u>	<u>\$18.92</u>	<u>\$21.00</u>	<u>\$179.80</u>		
23	10	EA	659 044 00115	8" ACCESSORY MJ WITH GLAND	<u>\$21.08</u>	<u>\$22.18</u>	<u>\$24.60</u>	<u>\$210.80</u>		
24	5	EA	659 044 00002	4" DI MEGALUG GLAND RETAINER FORD#JFR1400-4GLAND (SER:1400)	<u>\$14.85</u>	<u>\$17.00</u>	<u>\$16.36</u>	<u>\$74.25</u>		

25	5	EA	659 044 24411	6" DI MEGALUG GLAND RETAINER FORD#FR1400D-D6 (SER 1400)	\$17.48	\$20.00	\$19.35	\$87.40		
26	5	EA	659 044 00001	8" DI MEGALUG GLAND RETAINER FORD#FR1400-D6 (SER 1400)	\$28.67	\$30.00	\$29.40	\$135.35		
27	5	EA	659 044 24417	6" MJ DI GLAND RETAINER FOR DUCTILE IRON	\$20.25		\$75.00	\$101.25		
28	5	EA	659 044 24416	8" MJ DI GLAND RETAINER FOR DUCTILE IRON	\$30.91		\$85.00	\$154.55		
29	10	EA	659 044 24516	4" CIRCLE-LOCK C-900 FORD #UFR1500-C-4	\$19.64	\$21.00	\$21.65	\$196.40		
30	20	EA	659 044 24517	6" CIRCLE-LOCK C-900 FORD#UFR1500-C-6	\$23.80	\$25.00	\$26.35	\$475.00		
31	100	EA	659 044 24518	8" CIRCLE-LOCK C-900 FORD#UFR1500-C-8	\$32.70	\$36.00	\$36.55	\$3,270.00		
32	10	EA	659 044 24519	12" CIRCLE-LOCK C-900 FORD#UFR1500-C-12	\$53.02	\$75.00	\$71.98	\$630.20		
33	20	EA	659 033 01300	ANCHOR COUPLING 6" MJ X 13" FUSION BOND EPOXY COATED US	\$134.54	\$134.53	\$141.63	\$2,690.60		
34	20	EA	659 033 01310	ANCHOR COUPLING 8" MJ X 13" FUSION BOND EPOXY COATED US	\$192.20	\$192.19	\$202.32	\$3,843.80		
35	5	EA	659 033 00004	ANCHOR COUPLING 12" MJ X 13" FUSION BOND EPOXY COATED US	\$561.72	\$561.71	\$591.31	\$2,808.55		
36	15	EA	659 017 03130	BEND 8" 45 MJ DI FUSION BOND EPOXY COATED	\$133.92	\$133.91	\$140.97	\$2,008.65		
37	2	EA	659 017 03132	BEND 8" 11-1/4 MJ DI FUSION BOND EPOXY COATED	\$119.04	\$119.03	\$125.31	\$238.06		
38	2	EA	659 042 20272	ELL 6" MJ DI FUSION BOND EPOXY COATED	\$117.18	\$117.17	\$124.35	\$234.34		
39	2	EA	659 042 20268	ELL 8" MJ DI FUSION BOND EPOXY COATED	\$168.02	\$168.01	\$176.87	\$336.02		
40	2	EA	659 085 46440	TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND	\$189.72	\$189.71	\$199.71	\$379.42		
41	6	EA	659 085 00002	TEE ANCHOR 8X8X8 MJ DI EPOXY COATED FUSION BOND	\$328.60	\$328.59	\$345.90	\$1,971.54		
42	10	EA	659 085 46445	TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND	\$240.56	\$240.55	\$254.23	\$2,405.50		
43	2	EA	659 085 46448	TEE ANCHOR 12X12X6 MJ DI EPOXY COATED FUSION BOND	\$415.40	\$415.39	\$439.27	\$830.78		
44	1	EA	659 085 46449	TEE ANCHOR 12X12X8 MJ DI EPOXY COATED FUSION BOND	\$469.96	\$469.95	\$495.00	\$469.95		
45	2	EA	659 085 46256	TEE 8X8X6 EPOXY COATED FUSION BOND	\$207.08	\$207.07	\$218.24	\$414.14		
46	2	EA	659 085 46257	TEE 12X12X12 EPOXY COATED FUSION BOND	\$524.52	\$524.51	\$552.25	\$1,049.02		
47	4	EA	659 027 05030	CAP 6" MJ DI EPOXY COATED FUSION BOND	\$46.50	\$46.49	\$50.25	\$185.96		
48	4	EA	659 027 05040	CAP 8" MJ DI EPOXY COATED FUSION BOND	\$71.30	\$71.29	\$78.00	\$285.16		
49	2	EA	659 027 05060	CAP 12" MJ DI EPOXY COATED FUSION BOND	\$136.40	\$136.39	\$145.55	\$272.78		
50	2	EA	659 065 37277	REDUCER 8X6 MJ DI EPOXY COATED FUSION BOND	\$108.50	\$108.49	\$118.50	\$216.98		
51	2	EA	659 073 44361	SOLID SLEEVE 6X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$101.06	\$101.05	\$108.50	\$202.10		
52	10	EA	659 073 44350	SOLID SLEEVE 8X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$133.92	\$133.91	\$145.95	\$1,339.10		
53	200	EA	670 063 29289	18" BROOKS METER TILE #22HFX1802KNS	\$21.46	\$21.45	\$22.00	\$4,292.00		

54	60	EA	670 063 22627	1-HOLE METER TILE LID FOR 18" BROOKS METER TILE	\$18.12	\$18.58	\$18.60	\$1,087.20		
55	100	EA	670 063 23288	2-HOLD METER TILE LID FOR 18" BROOKS METER TILE	\$22.49	\$22.88	\$24.90	\$2,249.00		
56	30	EA	670 063 23445	30 X 36 LARGE METER TILE MID-STATES #MSP30X36	\$173.00	\$128.00	\$140.00	\$3,840.00		
57	30	EA	670 063 00001	30" METER TILE RING/LID TEXAS SPECIAL E.J.I.W.	\$120.00	\$138.00	\$175.00	\$3,600.00		
58	10	EA	670 067 00003	24" VALVE COVER EXTENSION TYLER #50 6850 SERIES	\$47.40	\$48.35	\$65.10	\$474.00		
59	20	EA	670 067 00002	18" VALVE COVER EXTENSION TYLER #59 6850 SERIES	\$46.80	\$47.72	\$60.98	\$936.00		
60	60	EA	670 067 49290	5-1/4 VALVE BOX COVER LID	\$10.80	\$11.05	\$16.50	\$648.00		
61	20	EA	670 067 49291	VALVE COVER TOP SHORT 10-T	\$27.20	\$28.08	\$32.15	\$544.00		
62	15	EA	670 067 49292	VALVE COVER BOTTOM SHORT 15-B	\$31.57	\$34.30	\$38.95	\$473.55		
63	50	EA	670 067 49294	VALVE COVER TOP TALL 16-T	\$38.11	\$40.85	\$44.65	\$1,905.50		
64	50	EA	670 067 49293	VALVE COVER BOTTOM TALL 24-B	\$45.74	\$44.52	\$53.59	\$2,226.00		
65	50	EA	670 067 49364	VALVE BOX RISER 5-1/4 X 2-1/4 TYLER #145547	\$13.25	\$13.90	\$16.10	\$662.50		
66	60	EA	670 067 49360	VALVE BOX PAD FORMED CEMENT	\$12.50	\$15.00	\$12.48			\$748.80
67	12	EA	670 075 50282	6" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$413.19	\$400.18		\$4,802.16		
68	15	EA	670 075 50285	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$657.64	\$637.36		\$9,560.40		
69	2	EA	670 075 50288	12" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$1,297.31	\$1,257.62		\$2,515.24		
70	2	EA	670 075 52331	6" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$576.16	\$695.00		\$1,152.32		
71	5	EA	670 075 52332	8" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$850.47	\$985.00		\$4,252.35		
72	1	EA	670 075 52330	12" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$1,949.51	\$2,050.00		\$1,949.51		
73	1	EA	659 029 06910	COMP. COUPLING 4" X 7" CI 6.90-7.22 SIB# 441- 00000510-900	\$59.04	\$59.07	\$57.95			\$57.95
74	2	EA	659 029 06900	COMP. COUPLING 6" CI 6.90-7.22 SIB# 441- 00000722-900	\$75.73	\$75.75	\$74.24			\$148.48
75	2	EA	659 029 06910	COMP. COUPLING 6" X 12" CI 6.90-7.22 SIB# 442- 00000722-400	\$155.02	\$155.04	\$151.95			\$303.90
76	1	EA	659 029 07010	COMP. COUPLING 8" X 12" CI 9.05-9.45 SIB# 442- 09850845-400	\$214.71	\$214.74	\$210.45			\$210.45
77	2	EA	659 029 07000	COMP. COUPLING 8" X 12" 9.05-9.45 SIB# 442- 00000845-400	\$214.71	\$214.74	\$210.45			\$420.90
78	1	EA	659 029 15025	COMP. COUPLING 12" PLASTIC TO PLASTIC 13.20-13.50 SIB# 441-00001350-900 (short)	\$160.07	\$160.10	\$156.89			\$156.89
79	2	EA	659 029 16029	COMP. COUPLING 12" X 12" PLASTIC TO PLASTIC 13.20-13.50 SIB# 442-00001350-400	\$271.15	\$271.18	\$265.75			\$531.50
80	30	EA	659 029 06620	COMP. COUPLING 2" X 6" SIB# 525-23800-003	\$16.05	\$22.70	\$22.50	\$481.50		

81	20	EA	659 073 39023	SADDLE 6X1 CC D.S. FORD #F202-760X-CC4	\$25.10			\$28.50	\$502.00		
82	10	EA	659 073 39084	SADDLE 6X1 SS FORD #FC202-690-CC4	\$53.01				\$530.10		
83	4	EA	659 073 39095	SADDLE 6X2 SS FORD #FC202-690-IP7	\$57.20				\$228.80		
84	20	EA	659 073 39028	SADDLE 6X1 CC D.S. FORD #F202-979X-CC4	\$27.49			\$28.68	\$549.80		
85	70	EA	659 073 39092	SADDLE 6X1 SS FORD #FC202-905-CC4	\$60.77				\$4,253.90		
86	20	EA	659 073 39400	SADDLE 6X2 SS FORD #FC202-905-IP7	\$65.36				\$1,307.20		
87	20	EA	659 073 39022	SADDLE 12X1 CC D.S. FORD #F202-14.38X-CC4	\$42.51			\$44.35	\$850.20		
88	10	EA	659 073 39463	SADDLE 12X1 SS FORD #FC202-1320-CC4	\$76.34				\$763.40		
89	2	EA	659 073 39089	SADDLE 12X2 SS FORD #FC202-1320-IP7	\$85.93				\$171.86		
90	2	EA	659 073 39024	SADDLE 12X2 DS FORD #F202-1438-IP7	\$53.87			\$56.17	\$107.74		
91	2	EA	670 052 27001	LEAK CLAMP 4X7-1/2 S/B #227-09048007-000 4.74-5.57	\$75.10	\$75.13		\$74.38		\$148.76	
92	6	EA	670 052 27007	LEAK CLAMP 6X7-1/2 S/B #227-00069007-000 6.84-7.64	\$87.14	\$87.17		\$86.30		\$517.80	
93	2	EA	670 052 27037	LEAK CLAMP 6X12-1/2 S/B #227-00069012-000 6.84-7.64	\$130.74	\$130.77		\$129.46		\$258.92	
94	1	EA	670 052 27482	LEAK CLAMP 4" BELL JOINT FBC-500 OR S/B 4.80-5.00	\$72.20			\$62.00		\$62.00	
95	1	EA	670 052 27453	LEAK CLAMP 6" BELL JOINT S/B #274-00000690- 000 6.90-7.10	\$116.01	\$116.04		\$114.88		\$114.88	
96	2	EA	670 052 27484	LEAK CLAMP 8" BELL JOINT S/B #274-0905-000	\$160.30	\$160.34		\$158.75		\$317.50	
97	6	EA	670 052 27185	LEAK CLAMP 2X3 SSIFC-GASKET S/B #244- 023803-000	\$21.65	\$21.68		\$21.25		\$127.50	
98	10	EA	670 052 27186	LEAK CLAMP 2X6 SSIFC-GASKET S/B #244- 023805-000	\$40.25	\$40.28		\$40.00		\$400.00	
99	100	EA	670 075 33370	PIPE LUBRICANT 1-GALLON 'EASY ON'	\$10.00	\$9.95		\$10.25	\$995.00		
100	15	EA	670 075 54001	WATER PLUG/PREDCO/OSROC CEMENT 50LB. PAIL	\$35.00	\$23.00		\$25.00	\$345.00		
101	375	EA	670 063 29243	METER SET 5803XCT WITHOUT CHECKER-240F WITH H-1422N AND H- 1-422N or AY MC 720-5712WVFF 775	\$79.99	\$81.92		\$83.79	\$29,996.25		
102	20	EA	670 063 29241	METER SET 1 X 10 B-240F WITH H-1422N AND H-14227N	\$165.82	\$162.18		\$173.70	\$3,243.60		
103	25	EA	670 063 29359	METER SET 2" V-142712B-1177N1 WITH BYPASS or AY MC 720-5712WVFF 775	\$694.82	\$655.30		\$694.98	\$16,382.50		
104	20	EA	659 006 01210	ADAPTER MALE LF 1" MUELLER H-15428N or AY MC 74753Q 1	\$11.77	\$12.65		\$12.34	\$235.40		
105	10	EA	659 006 01202	ADAPTER MALE LF 3/4" MUELLER H-15428N or AY MC 74753Q 3/4	\$10.13	\$10.68		\$10.63	\$101.30		
106	10	EA	659 006 01208	ADAPTER MALE LF 3/4" X 110 COMP X 1" MIP MUELLER H-15428N or AY MC 74753Q 3/4X1	\$11.04	\$11.66		\$11.57	\$110.40		
107	100	EA	659 006 01214	ADAPTER MALE LF 1" X 3/4" MUELLER H- 15428N or AY MC 74753Q 1X3/4	\$10.12	\$11.68		\$10.61	\$1,012.00		

108	20	EA	659 006 00001	ADAPTER MALE LF 2" 110 COMP X 2" MIP MUELLER H-15428N or AY MC 74759Q 2	\$47.44	\$49.96	\$49.70	\$948.80	
109	150	EA	659 033 14067	COUPLING LF 3/4" 110 COMP MUELLER H-15403N or AY MC 74759Q 3/4	\$11.84	\$13.02	\$12.41	\$1,776.00	
110	200	EA	659 033 14081	COUPLING LF 1" 110 COMP MUELLER H-15403N or AY MC 74759Q 1	\$12.91	\$14.72	\$13.54	\$2,582.00	
111	20	EA	659 033 14066	COUPLING GALVWPVC 3/4" FORD #C-45-34NL or AY MC 74759Q 55 3/4	\$14.98	\$14.58	\$15.71	\$291.60	
112	10	EA	659 033 14395	COUPLING GALVWPVC 1" FORD #C-45-44NL or AY MC 74759Q 55 1	\$20.11	\$19.52	\$21.08	\$195.20	
113	10	EA	659 033 14064	COUPLING GALVWPVC 3/4" X 1" FORD #C-45-43NL or AY MC 74759Q 55 3/4X1	\$16.85	\$16.52	\$17.67	\$165.20	
114	20	EA	659 033 14056	COUPLING ST 3/4" X 1" FORD #C-44-34NL or AY MC 74758-22 1X3/4	\$15.73	\$14.96	\$15.75	\$299.20	
115	10	EA	659 033 14477	COUPLING 2" BRASS FORD C-44-77NL or AY MC 74759Q 2	\$69.99	\$66.55	\$70.30	\$665.50	
116	25	EA	670 053 28246	METER CPLG LF 5/8" 110 COMP - 58X3/4X3/4 MUELLER H-14227N or AY MC 720-03ASY	\$10.10	\$12.18	\$10.63	\$252.50	
117	50	EA	659 042 20110	ELL LF 110 COMP. 1" MUELLER H-15528N or AY MC 74761Q 1	\$19.49	\$21.62	\$20.45	\$974.50	
118	20	EA	659 042 20108	ELL LF 110 COMP. 3/4" MUELLER H-15528N or AY MC 74761Q 3/4	\$14.67	\$17.15	\$15.38	\$293.40	
119	25	EA	659 030 13072	CORP COCK LF 3/4" 300 PSI COX110 COMP MUELLER H-B-25008N or AY MC 74701BQ 3/4	\$31.99	\$35.16	\$33.53	\$799.75	
120	300	EA	659 030 13071	CORP COCK LF 1" 300 PSI COX110 COMP MUELLER H-B-25008N or AY MC 74701BQ 1	\$40.67	\$43.08	\$42.63	\$12,201.00	
121	100	EA	670 063 48062	U-BRANCH LF 1X3/4X7-1/2 MUELLER H-15363N or AY MC 7084QM	\$28.29	\$31.45	\$25.66	\$2,829.00	
122	2	EA	670 069 49060	VALVE BALL 1" FORD #B11-444NL or AY MC 76101 1	\$59.33	\$56.95	\$62.17	\$113.90	
123	30	EA	670 069 49063	VALVE BALL 2" FORD #B-11-777WNL or AY MC 76101 2	179.29	\$163.65	179.00	\$4,909.50	
124	50	EA	659 017 03557	BEND 4" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$12.79	\$8.82	\$9.60	\$441.00	
125	25	EA	659 017 03556	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	\$9.65	\$9.02	\$9.83	\$225.50	
126	60	EA	659 017 03553	BEND 4" 45 SDR-26 GXS HEAVY WALL SEWER	\$8.90	\$8.60	\$9.37	\$516.00	
127	1	EA	659 017 03531	BEND 8" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$42.80	\$55.35	\$58.42	\$42.80	
128	5	EA	659 017 03530	BEND 8" 45 SDR-26 GXG HEAVY WALL SEWER	\$43.90	\$51.72	\$56.33	\$219.50	
129	2	EA	659 094 54824	WYE 8X8X8 GXGXG SDR-26 HEAVY WALL SEWER	\$90.48	\$97.65	\$106.34	\$160.96	
130	50	EA	659 094 54820	WYE 8X8X4 GXGXG SDR-26 HEAVY WALL SEWER	\$40.02	\$48.05	\$49.00	\$2,001.00	
131	2	EA	659 094 54822	WYE 8X8X6 GXGXG SDR-26 HEAVY WALL SEWER	\$46.03	\$55.72	\$60.65	\$92.06	
132	70	EA	659 073 00011	SEWER TAP SADDLE TEE 4" ROMAC INDS. #216-4804U	\$67.50	\$69.00	\$70.38		
133	100	EA	659 033 16409	CPLG. 4" CIPL X 4" CIPL MISSION #MR56 44 ARC		\$20.12	\$24.65	\$2,012.00	
134	30	EA	659 033 16406	CPLG. 4" CL X 4" CIPL MISSION #MR02 44 ARC		\$29.48	\$36.13	\$884.40	



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	17-39
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for street materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$238,650.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$238,650

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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



M E M O R A N D U M

DATE: December 12, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Street Material bid award #17-39**

The City of Bentonville recommends awarding the bids for street material in the total amount \$238,650. The low bidders for the various items are as follows:

- Benton County Stone in the amount of \$196,650.00
- Hutchenson Construction in amount of \$42,000.00

This award is for one year, January-December 2018. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

CITY OF BENTONVILLE
1-year Blanket Bid
Street Materials

Bid No. 17-39

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION	Benton County Stone	APAC	Hutchenson
7,000	TON	Our # 750 035 04017 SB2/CLASS 7 BASE Benton County Stone	\$11.20	78,400.00	\$11.20	\$11.55	
8,000	TON	Our # 750 035 00005 CHAT 3/4" CLASS 67 BEDDING MATERIAL Benton County Stone	\$14.00	112,000.00	\$14.00	\$15.80	
500	TON	Our # 750 035 04040 B-STONE (LARGE ROCK FOR DRAINAGE) Benton County Stone	\$12.50	6,250.00	\$12.50	\$12.80	
400	TON	Our # 750 060 04018 PREMIX Hutchenson	\$105.00	42,000.00			\$105.00
TOTAL BID COST				\$238,650.00			



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	17-40
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 1-year blanket bid for janitorial supplies to the lowest bidder as shown on the attached bid tabulation in the amount of \$69,190.80. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$69,191

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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



MEMORANDUM

DATE: December 12, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Janitorial Supplies bid award #17-40

The City of Bentonville recommends awarding the bids for street material in the total amount \$69,190.80. The low bidders for the various items are as follows:

- D&G Springfield Janitor Supplies in the amount of \$29,214.70
- Rely Chemical and Supply in the amount of \$26,131.20
- American Paper and Twine in the amount of \$13,844.90

There were multiple companies that did not meet minimum specifications that we establish.

- American Paper did not meet spec on line numbers: 3,6,10,11,14,15,17,19-23,31,32,34,35,38 and 40.
- Unipak, Central Poly and Interboro Packaging did not meet spec.

This award is for one year, January-December 2018. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

ITEM NO.	UOM	QTY	OUR PART NO.	DESCRIPTION	D/G	Rely
43	EA	120	485 073 00020	ROLL TOWELS ONE-PLY HARDWOUND NONPERFORATED BWK 6261	\$4.12	\$3.75
44	EA	60	485 073 00021	GYM WIPES 2XL 638	\$39.61	\$28.75
45	EA	2500	485 073 00022	RUBBERMAID WAXED SANITARY NAPKIN BAGS #6141	\$0.16	\$0.14
46	EA	10	485 073 00023	VACUUM BAGS VERSAMATIC WINDSOR #8600460	\$0.94	\$0.73
47	EA	10	485 073 00024	VACUUM EXHAUST FILTER VERSAMATIC #86141350	\$16.59	\$11.20
48	EA	10	485 073 00025	VACUUM MOTOR FILTER VERSAMATIC #86143330	\$9.96	\$0.87
49	EA	10	485 073 00026	VACUUM BRUSH STRIP 14" VERSAMATIC #86002440	\$9.96	\$8.88
50	EA	160	200 027 00005	GLOVES NITRILE DISPOSAL POWDER FREE EXTRA LARGE	\$4.40	\$4.00
51	EA	160	200 027 28601	GLOVES NITRILE DISPOSAL POWDER FREE LARGE	\$4.40	\$4.00
52	EA	160	200 027 00006	GLOVES NITRILE DISPOSAL POWDER FREE MEDIUM	\$4.40	\$4.00
53	EA	120	485 028 61020	GLASS CLEANER CHAMPION ALL WEATHER	\$2.92	\$2.37
54	EA	120	485 018 24350	MISTY DEGREASER AMREP #A00365	\$7.38	\$6.07
55	EA	120	485 018 00001	DEGREASER CRUNCH DEG. SLV. QUEST 825 ORGANIC	\$6.57	\$4.33
56	EA	360	200 027 28588	GLOVES DRIVER GOATSKIN MEDIUM, LARGE, EXTRA LARGE #8502	\$4.10	\$7.07
57	EA	72	485 032 00001	DEODORIZER SPRAY RID-Z-ODOR CORE#UROS-02-SF 2 OZ.	\$3.71	\$6.49
					\$1,476.00	
					\$267.12	
					\$1,743.12	\$6,194.20



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$373,682.43. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$373,682

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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>12/12/2017</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Electric Meters & Water Meters</u>		
Year & Model:	<u>Elec - Landis + GIR; Water - Hershey</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Mueller Systems LLC</u>		
	<u>10210 Statesville Blvd</u>		
	<u>Cleveland, NC 27013</u>		
Amount:	Base Amount:	\$	<u>590,014.03</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>590,014.03</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The City of Bentonville will order both electric meters and water meters from Mueller Systems. Due to the AMI system upgrade this is a single source item and the prices are good from January to December 2018.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

M E M O R A N D U M

DATE: December 12, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Mueller electric meters**

The City of Bentonville recommends the Mayor and City Council waive the requirements for competitive bidding enter into an agreement with Mueller Systems, Inc. for the purchase of the electric meters. Mueller Systems, Inc. is the single source supplier of the electric smart meters, and the meters will be ordered on an as needed basis for 2017.

CITY OF BENTONVILLE

601 S.E. 4TH ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

ITEM NO.	QUANTITY	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	1,440	EA.	285 061 00007	SMARTMETER 2S FOCUS ENERGY ONLY #MSE-SMFS-2S-B001	\$157.50	\$226,800.00
2	240	EA.	285 061 00008	SMARTMETER 2SE CLASS 320 240V #MSE-SHF-2SE-P	\$330.00	\$79,200.00
3	1	EA.	285 061 36716	SMARTMETER 2S AX DISCONNECT #MSE-SHFD-2S-P	\$473.67	\$473.67
4	1	EA.	285 061 36715	SMARTMETER 3S PLASTIC 120V ENERGY ONLY #MSE-SHF-3S-P	\$323.40	\$323.40
5	1	EA.	285 061 36714	SMARTMETER L&G C&I 9S PLST ENERGY W/DEMAND #MSE-CHS-9S-P	\$594.00	\$594.00
6	16	EA.	285 061 36686	SMARTMETER L&G C&I 16S PLST ENERGY W/DEMAND #MSE-CHS-16S-P	\$594.00	\$9,504.00
7	48	EA.	285 061 36771	SMARTMETER C&I 16SE PLSTC ENERGY W/DEMAND #MSE-CHS-16SE-P	\$639.22	\$30,682.56
8	28	EA.	285 061 36690	SMARTMETER H L&G 12S PLSTC ENERGY #MSE-NHF-12S-P	\$410.00	\$11,480.00
9	8	EA.	285 061 36691	SMARTMETER H C&I 12SE PLSTC ENERGY W/DEMAND #MSE-SHF-2SE-P	\$634.60	\$5,076.80
10	1	EA.	285 061 36719	SMARTMETER 2K CLASS 480 240V/3W #MSE-SHF-2SE-P	\$330.00	\$330.00
11	8	EA.	285 061 36708	SMARTMETER L&G C&I 4S/5S PLST ENERGY W/DEMAND #MSE-CHS-5S-P	\$544.80	\$4,358.40
						\$368,822.83

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ELECTRIC METERS FOR THE CITY OF BENTONVILLE FROM MUELLER SYSTEMS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of electric meters for the City of Bentonville from Mueller Systems in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2017.

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:

December 12, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Mueller for water meters less than 2" per the City of Bentonville's specifications in the amount of \$221,191.20. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$221,191

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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>12/12/2017</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Electric Meters & Water Meters</u>		
Year & Model:	<u>Elec - Landis + GIR; Water - Hershey</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Mueller Systems LLC</u>		
	<u>10210 Statesville Blvd</u>		
	<u>Cleveland, NC 27013</u>		
Amount:	Base Amount:	\$	<u>590,014.03</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>590,014.03</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The City of Bentonville will order both electric meters and water meters from Mueller Systems. Due to the AMI system upgrade this is a single source item and the prices are good from January to December 2018.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

M E M O R A N D U M

DATE: December 12, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Mueller Water Meters**

The City of Bentonville recommends the Mayor and City Council waive the requirements of competitive bidding and enter into an agreement with Mueller Systems, Inc. for the purchase of water meters smaller than 2". Mueller Systems, Inc. is the single source supplier of the water smart meters, and the meters will be ordered on an as needed basis for 2018.

CITY OF BENTONVILLE

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

MUELLER WATER METERS 2018

ITEM NO.		UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	800	EA.	670 095 29488	METER 5/8 X 3/4 420C, PB, SSR, 5' NODE VOGA436	\$196.90	\$157,520.00
2	200	EA.	670 095 00018	METER 5/8 X 3/4 420B, BB, SSR, 5' NODE VOGB236	\$208.00	\$41,600.00
3	20	EA.	670 095 29477	METER 1" 452, IB, SSR, 5' NODE VOKS136	\$302.56	\$6,051.20
4	200	EA.	670 095 29481	MOUNTING KIT MI.NET TTL MS-TTL 8/PKG V3	\$15.00	\$3,000.00
5	100	EA.	670 095 00019	NODE ONLY 3' WIRE MSW-NODE3-05	\$130.20	\$13,020.00
						\$221,191.20

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF WATER METERS FOR THE CITY OF BENTONVILLE FROM MUELLER SYSTEMS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of water meters for the City of Bentonville from Mueller Systems in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2017.

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:

December 12, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Core and Main for SENSUS brand water meters 2" and larger per the City of Bentonville's specifications in the amount of \$157,230.08. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$157,230

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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>12/12/2017</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Water Meters</u>		
Year & Model:	<u>SENSUS</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Core and Main</u>		
	<u>856 W. Henri De Tonti Blvd</u>		
	<u>Tonitown, AR 72770</u>		
Amount:	Base Amount:	\$	<u>157,230.08</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>157,230.08</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
SENSUS Brand water meters are part of the City of Bentonville Specifications. As in previous years we have purchased our water meters from Core and Main and are a "Single Source" item in Arkansas. No other vendors can supply this item in Arkansas. Their prices are firm for the year 2018.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

M E M O R A N D U M

DATE: December 12, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **SENSUS Water Meters**

For water meters 2" and larger, the City Of Bentonville uses only SENSUS meters. Core and Main is the single source supplier of SENSUS water meters in this area. The meters will be ordered on an as needed basis for 2018.

CITY OF BENTONVILLE

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

SENSUS WATER METERS 2018

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	85	EA	670 095 29455	2" T2 OMNI METER T21G1BA	\$839.84	\$71,386.40
2	1	EA	670 095 29457	3" T2 OMNI METER T31G1BA	\$1,046.57	\$1,046.57
3	2	EA	670 095 29471	4" T2 OMNI METER T41G1AA	\$2,037.44	\$4,074.88
4	1	EA	670 095 29470	6" T2 OMNI METER T61G1AA	\$3,668.07	\$3,668.07
5	1	EA		8" T2 OMNI METER T81G1AA	\$6,224.95	\$6,224.95
6	1	EA		10" T2 OMNI METER TA1G1AA	\$8,116.08	\$8,116.08
7	2	EA	670 095 00015	2" T2 DROP ASSEMBLY T29G1BA	\$656.21	\$1,312.42
8	1	EA	670 095 00016	3" T2 DROP ASSEMBLY T39G1BA	\$734.02	\$734.02
9	1	EA	670 095 00017	4" T2 DROP ASSEMBLY T49G1AA	\$734.02	\$734.02
10	1	EA	670 095 29467	6" T2 DROP ASSEMBLY T69G1AA	\$1,390.42	\$1,390.42
11	1	EA		8" T2 DROP ASSEMBLY T89G1AA	\$1,798.93	\$1,798.93
12	1	EA		10" T2 DROP ASSEMBLY TA9G1AA	\$1,798.93	\$1,798.93
						\$102,285.69

CITY OF BENTONVILLE

601 S.E. 4TH ST
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
FAX: (479) 271-3138
AMY BLOOD

SENSUS WATER METERS 2018

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST
13	1	EA	F2CG1BA	2" F2 OMNI METER	\$1,342.50
14	1	EA	NA	3" F2 OMNI METER	NA
15	1	EA	F4CG1AA	4" F2 OMNI METER	\$5,947.14
16	1	EA	F6CG1AA	6" F2 OMNI METER	\$9,045.85
17	1	EA	FA8CG1AA	8" F2 OMNI METER	\$11,850.00
18	1	EA	FACG1AA	10" F2 OMNI METER	\$16,950.00
19	1	EA	F29G1BA	2" F2 DROP ASSEMBLY	\$1,135.89
20	1	EA	NA	3" F2 DROP ASSEMBLY	NA
21	1	EA	F49G1AA	4" F2 DROP ASSEMBLY	\$1,368.04
22	1	EA	F69G1AA	6" F2 DROP ASSEMBLY	\$2,095.87
23	1	EA	F89C1AA	8" F2 DROP ASSEMBLY	\$2,604.55
24	1	EA	FA9G1AA	10" F2 DROP ASSEMBLY	\$2,604.55

\$54,944.39

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF SENSUS WATER METERS FOR THE CITY OF BENTONVILLE FROM CORE AND MAIN AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of SENSUS water meters for the City of Bentonville from Core and Main in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to waive the requirements of competitive bidding and enter into an agreement with Holophone Ornamental Lighting for the City of Bentonville's standardized approved lighting. Prices to remain the same January through December, 2018 for the amount of \$598,080.00.

COST TO CITY:

Cost of this Request: \$598,080

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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>12/12/2017</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Holophane Ornamental Lighting</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Holophane Ornamental Lighting</u>		
	<u>1 Lithonia Way</u>		
	<u>Conyears, GA 30012</u>		
Amount:	Base Amount:	\$	<u>598,080.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>598,080.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Holophane brand lighting is installed in our system and is part of the City of Bentonville Specifications. Holophane lights will maintain a consistant look throughout the City of Bentonville on all projects to be finalized in 2018.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

M E M O R A N D U M

DATE: December 12, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Decorative Lighting - Holophane**

The City of Bentonville recommends waiver of bid for decorative lighting in the total amount of \$598,080.00 for the City of Bentonville's standardized approved lighting.

This waiver is for one year, January-December 2018. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
POLES							
1	100	BEN-540-069-00011	WDA12F5J17P07LABBK		Wadsworth, 12", 5" Fluted, Cast Aluminum, Black	\$ 686.00	\$ 68,600.00
2	15	BEN-540-069-00012	NYA12F5J17P07LAB		North Yorkshire, 12", 5" Fluted, Cast Aluminum, 17" Diameter Base, Black	\$ 858.00	\$ 12,870.00
3	15	BEN-540-069-00013	CHA12F5J16P07LABBK		Charleston Series Pole, 12" Tall, 5" Fluted Shaft, 16" Diameter Base, Cast Aluminum, Black Finish	\$ 1,061.00	\$ 15,915.00
4	10	BEN-540-069-00077	WDA12L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12" TALL, 3"X3" TENON, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 1,070.00	\$ 10,700.00
5	5	BEN-540-069-00029	WDA12L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12" TALL, 3"X3" TENON, PROVISION FOR RECEPTACLE, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK	\$ 1,061.00	\$ 5,305.00
6	5	BEN-540-069-00030	WDA08L4E17P07LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 8" TALL, 3"X3" TENON, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 971.00	\$ 4,855.00
7	5	BEN-540-069-00033	CHA12L4E12P01LABBK		SITELINK SL4 SERIES ALUMINUM POLE, 12" TALL, PLAIN POLE CAP, 12" DIAMETER BASE, FINISHED HOLOPHANE BLACK, CHARLESTON BASE	\$ 1,091.00	\$ 5,455.00
8	5	BEN-540-069-00040	CHA 12 L4E 12 P07 LAB BK		SITELINK SL4 SERIES ALUMINUM POLE, 12" TALL, 3"X3" TENON, 12" DIAMETER CHARLESTON BASE, FINISHED HOLOPHANE BLACK	\$ 1,193.00	\$ 5,965.00
9	10	BEN-540-069-00043	FTA30E1-P9-BK-R		FLUTED TAPERED ALUMINUM 10" X .250" X 30" MOUNTING HEIGHT, PROVISION FOR RECEPTACLE, BLACK	\$ 2,637.00	\$ 26,370.00
10	5	BEN-540-069-00078	FTA30E1-P9-BK		FLUTED TAPERED ALUMINUM 10" X .250" X 30" MOUNTING HEIGHT, BLACK	\$ 2,637.00	\$ 13,185.00
11	5	BEN-540-069-00048	WDA12F5J17P11LABBK		WADSWORTH CAST ALUMINUM POLE, 12" TALL, 5" STRAIGHT FLUTED SHAFT WITH A 4.38"X12" TENON, 17" DIAMETER, BASE, FINISHED HOLOPHANE BLACK, TYPICALLY USED WITH HALLBROOK	\$ 923.00	\$ 4,615.00

12/1/2017

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Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
12	5	BEN-540-069-00049	RTS3068BP2NDGR		30FT, 6.6 x 2.4 x 11 Gauge Wall: Tenon 2.380 D. X 4inch LG., No Drill Pattern, Gray Paint, Less Anchor Bolts.	\$ 1,216.00	\$ 6,080.00
13	5	BEN-540-069-00079	CLS22FTB24P07LABBKR		COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, PROVISION FOR RECEPTACLE, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK.	\$ 2,706.00	\$ 13,530.00
14	60	BEN-540-069-00016	CLS22FTB24P07LABBK		COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK. LESS ANCHOR BOLTS	\$ 2,706.00	\$ 162,360.00
15	5	BEN-540-069-00062	C26CSBU055A		COLUMBIA SERIES CAST ALUMINUM CLAMSHELL BASE. 26" DIAMETER, FINISHED HOLOPHANE BLACK. DESIGNED TO FIT AROUND POLE #TA30E1F1U931C	\$ 1,711.00	\$ 8,555.00
List all fixtures in this section - 10 items							
16	100	BEN-285-056-00020	GVU100-HPMAB7NHP		Utility Granville (GVU): Electrical Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, NEIMA twistlock photocontrol receptacle, Protected Starter	\$ 364.00	\$ 36,400.00
17	100	BEN-285-056-00075	GVU7N		GRANVILLE UTILITY OPTICAL SHIP LEVEL, TYPE III, LUNAR OPTICS, ASYMMETRIC DISTRIBUTION, NO FINIAL	\$ 303.00	\$ 30,300.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
18	5	BEN-285-056-00047	GS100HPMC2BS51NHP		Hallbrook(R) GlasWerks II (GS) : GS,100W High Pressure Sodium, Mogul Base, Multivolt 120, 208, 240, 277V Factory wired for 240V Only, UL listed, Pendant 1.5 NPT, Black, Standard, 4551 Asymmetric Distribution, None, NEMA Twistlock Photocontrol Receptacle, Protected Starter	\$ 985.00	\$ 4,925.00
19	5	BEN-285-056-00051	G400HPMALWFGPR		Mongoose, 400 W, HPS, Multivolt, Pre-wired to 120V tap, Low Tilt, 0 to 18 Degrees, Wide Roadway, Flat Glass, Vertical Tenon Mounting, Gray painted finish, Protected Starter, NEMA Twist-Lock Photocontrol Receptacle	\$ 511.00	\$ 2,555.00
20	10	BEN-285-056-00021	GVU100HPMAB7RS3HP		Utility Granville (GVU) : Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only, UL Only Black,Lunar Optics Asymmetric, IES Type III Distribution,Ribs and Bands Painted Cast Aluminum Standard Gold NEMA twistlock photocontrol receptacle,Protected Starter	\$ 864.00	\$ 8,640.00
21	10	BEN-285-056-00022	GVU 100HP MA B 7 S B H P		Syracuse, with Utility Granville Optic (GVU): Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only, UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Syracuse Style with Cover, Painted Cast Aluminum Standard Finial, Black, NEMA twistlock photocontrol receptacle	\$ 895.00	\$ 8,950.00
22	10	BEN-285-056-00023	ARU100HPMABG3SHP		Utility Arlington (ARU) : ARU 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only, UL Only, Black, Asymmetric Glass Refractor, Spike Finial, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 759.00	\$ 7,590.00

12/1/2017

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Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
23	10	BEN-285-056-00035	TUB4SS		TEARDROP UTILITY OPTICAL ASSEMBLY ONLY, TYPE 4 DISTRIBUTION TEARDROP STYLE OPTIC, SHALLOW SKIRT, FINISHED BLACK	\$ 354.00	\$ 3,540.00
24	10	BEN-285-056-00061	TUB250HPMAB4PSR		MEMPHIS UTILITY ELECTRICAL ASSEMBLY ONLY, 250W HPS, MULTI-TAP WIRED TO 120V, BLACK FINISH, PROTECTED STARTER, PHOTOCONTROL RECEPTACLE (LESS PHOTOCONTROL	\$ 641.00	\$ 6,410.00
25	50	BEN-285-056-00025	WE250HPMAB6B6HPS		Washington Postille Enhanced (WE), 250W High Pressure Sodium Mogul Base, Multivolt 120, 208, 240, 277V Factory wired for 120V Only. UL listed, Black, Asymmetric, Lunar Optics Type 6, Black, Spike Finial, Bands and Ribs, NEMA Twist Lock, Photocontrol Receptical, Protected Starter	\$ 1,191.00	\$ 59,550.00
REPLACEMENT PARTS							
List all replacement parts in this section (lamps, ballasts, slip fitters, etc) - 11 items							
26	5	BEN-285-006-00005	RBK100HP12A		Replacement Ballast Kit (RBK), 100 Watt HPS, 120 Volt, Oval Capacitor	\$ 88.00	\$ 440.00
27	5	BEN-285-006-00006	RBK250HPMT		Replacement Ballast Kit (RBK), 250 Watt HPS, Multitap 120, 208, 240, 277 Volt UL, Round Capacitor	\$ 132.00	\$ 660.00
28	5	BEN-540-069-00066	GWLF200SCABK		Leveling Fitter - GlasWerks Decorative Arm Fitter, Slipfit 2 inch nominal pipe, Swivel, Cast Aluminum, Black	\$ 161.00	\$ 805.00
29	5	BEN-285-056-00046	HACL100MMWFLCASSLLP	n/a	REPLACEMENT LAMP MODULE FOR THE H910 SERIES IN-GRADE, 100W MH, WIDE FLOOD DISTRIBUTION, FLAT CLEAR ANTI-SLIP LENS, LAMP INSTALLED		
30	5	BEN-285-056-00065	HRS91RLB34B	n/a	H910 SERIES ROUGH-IN UNIT THAT CONSISTS OF A BRONZE JUNCTION BOX WITH 3/4" KNOCK-OUTS.		

12/1/2017

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Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
31	5	BEN-285-056-00066	HACL150MSPFLCASL	n/a	REPLACEMENT LAMP MODULE FOR THE H910 SERIES IN-GRADE, 150W MH, SPOT DISTRIBUTION, FLAT CLEAR ANTI-SLIP LENS, LAMP INSTALLED		
32	5	BEN-285-056-00067	HHSL150M120SF	n/a	H910 SERIES REPLACEMENT BALLAST, 150W, MH, 120V, SINGLE FUSING		
33	5	BEN-285-056-00068	HACL70MMWFLCASL	n/a	REPLACEMENT LAMP MODULE FOR THE H910 SERIES IN-GRADE, 150W MH, WIDE FLOOD DISTRIBUTION, FLAT CLEAR ANTI-SLIP LENS, LAMP INSTALLED		
34	5	BEN-285-056-00070	HHSL70M120SF	n/a	H910 SERIES REPLACEMENT BALLAST, 70W, MH, 120V, SINGLE FUSING		
35	5	BEN-285-056-00072	HHSL100M120SF	n/a	H910 SERIES REPLACEMENT BALLAST, 100W, MH, 120V, SINGLE FUSING		
ARM'S							
List all arms in this section - 6 items							
36	10	BEN-540-069-00014	CSC30CABKH		Cincinnati Series Crossarm (CSC) : CSC30 (Two at 180) CA Black	\$ 522.00	\$ 5,220.00
37	10	BEN-540-069-00015	C30CABKH		Cleveland Series Crossarm (C) : C30 (Two at 180) CA, Black	\$ 616.00	\$ 6,160.00
38	10	BEN-540-069-00042	WLC144/2CABKH	ARM	WLC144/2CABKH WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 144" Roadway Arm For 2 Units at 180 Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 1,295.00	\$ 12,950.00
39	10	BEN-540-069-00060	WLC48/1CABKH		WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 48" Roadway One Way Arm, Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 802.00	\$ 8,020.00
40	10	BEN-540-069-00063	WLC72/1CABKH		WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 72" Roadway One Way Arm, Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 987.00	\$ 9,870.00
41	5	BEN-540-069-00064	LS29/1CABKH		LISBON SERIES ARM, 29" LONG FOR MOUNTING A SINGLE FIXTURE. REQUIRES A 4.38"X12" TENON. FINISHED HOLPHANE BLACK	\$ 637.00	\$ 3,185.00
SPECIAL PARTS							
List all special parts in this section (bollards, banner arms, plant holders, flag holders, respectacles, etc) - 13 items							

12/1/2017

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Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
42	5	BEN-285-056-00045	H1024270SMAFTBKLPIGFC	n/a	H102 : H102 Flat Top Round Louvered Bolland, 42in height, 70 Watt High Pressure Sodium, Multitap factory wired for 120 volt, Forward Throw, 180 degrees, Black, Coated Lamp included, Receptacle		
43	5	BEN-540-069-00018	OSPA2180C5BKH		DECORATIVE CLAMP ON FLOWER POT HOLDER, 2 @ 180 DEGREES, PAINTED STANDARD HOLOPHANE BLACK FINISH.	\$ 564.00	\$ 2,820.00
44	5	BEN-540-069-00032	SLFPH100SL4D1		ITEM IS A FLAG POLE HOLDER TO ADAPT A 1.0" DIAMETER FLAG TO THE SL4/5 POLE INCLUDES TRAC NUTS AND HARDWARE AS REQUIRED. FINISH HOLOPHANE BLACK.	\$ 125.00	\$ 625.00
45	5	BEN-540-069-00034	SLB18H1.00SL4D1		ITEM IS A 18" (1.00" NOM OD) BANNER ARM WITH HALF SPHERE END CAP. INCLUDES TRAC NUTS AND HARDWARE AS REQUIRED. PAINTED STANDARD HOLOPHANE BLACK.	\$ 213.00	\$ 1,065.00
46	10	BEN-285-056-00036	WLLF 200 S CA BK		Leveling Filter : West Liberty Decorative Arm Filter, Slipfit 2 inch nominal pipe, Swivel Cast Aluminum, Black	\$ 140.00	\$ 1,400.00
47	5	BEN-540-069-00037	BA24H1/CO-CA/BK		CLAMP-ON BANNER ARM, 24" LONG, 1" DIA PIPE WITH HALF SPHERE END CAP PAINTED STANDARD HOLOPHANE BLACK.	\$ 244.00	\$ 1,220.00
48	5	BEN-540-069-00038	BBA24H1CO2(180)BK		Breakway twin clamp on 24 " Banner Arms, half sphere end cap, 1 inch pipe, Two Arms at 180 degrees, painted black. Must specify location on pole in order to size clamp	\$ 531.00	\$ 2,655.00
49	5	BEN-540-069-00039	BBA24H1CO1BK		Breakway Clamp on Banner Arm, half sphere, 1 inch pipe, One Arm, painted standard Holophane black. Must specify location on pole to size clamp. Wind loading done on original request.	\$ 345.00	\$ 1,725.00
50	5	BEN-540-069-00044	BA30H5C5.0BKH		CLAMP-ON BANNER ARM, 30" LONG, 1.25" IN DIAMETER PIPE WITH HALF-SPHERE END FINIAL, CLAMP FOR A "F5" SHAFT, STANDARD HOLOPHANE BLACK FINISH. PLEASE CONFIRM WIND LOADING.	\$ 249.00	\$ 1,245.00

12/1/2017

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Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Category	Item Description	Unit \$	Ext \$
51	5	BEN-540-069-00045	OSPAC5BKH		OSPA SERIES CLAMP-ON PLANTER ARM. ARM IS 11" LONG. STANDARD HOLOPHANE BLACK FINISH. AN APPROVAL DRAWING WILL BE REQUIRED AT THE TIME OF PO.	\$ 347.00	\$ 1,735.00
52	5	BEN-540-069-00046	SLBA30H1.25SL4D1		SITELINK BANNER ARM. 30" LONG, 1.25" DIAMETER PIPE WITH HALF-SPHERE END FINIAL. TRACK NUT KITS INCLUDED TO ATTACH TO AN "SL4" SERIES SHAFT. STANDARD HOLOPHANE BLACK FINISH. 1)POLE IS 85% LOADED BASED ON THE FOLLOWING INFORMATION: SL4W171200D1P3 30"X60" BANNER SLOSPA PLANTER ARM GRANVILLE FIXTURE.	\$ 238.00	\$ 1,190.00
53	5	BEN-540-069-00047	SLOSPA-CABKH		SITELINK "OS" SERIES PLANTER ARM. MODIFIED TO MOUNT ON AN "SL4" SERIES SHAFT. TRACK NUT KITS INCLUDED. FINISH STANDARD HOLOPHANE BLACK	\$ 356.00	\$ 1,780.00
54	5	BEN-540-069-00031	TNUT3/8-12SL45D1		ITEM IS A 3/8" X 1.25" TRAC NUT KIT FOR THE SL4/5 POLE WITH TRAC NUT, LOCKWASHER AND BOLT. FINISH HOLOPHANE BLACK.	\$ 18.00	\$ 90.00
SUMMARY							
					Total Holophane Blanket		\$593,080.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ORNAMENTAL LIGHTING FIXTURES FOR THE CITY OF BENTONVILLE AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of Holophane ornamental lighting fixtures from Holophane Ornamental Lighting as per the Proposal attached hereto as Exhibit A.

Section 2: Because these fixtures are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into an agreement with Terracon for construction testing and observation for the concrete drilled piers associated with the OH Electric Relocation for 8th Street in the amount of \$40,650.00.

COST TO CITY:

Cost of this Request: \$40,650

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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



M E M O R A N D U M

DATE: December 12, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: Terracon Agreement – Concrete Pier Testing

The Electric Department recommends entering into a contract with Terracon for concrete testing in the amount of \$40,650.00.

With the relocation of the OH electric for 8th Street, there will be several poured concrete piers required. Terracon will observe the pours and test the concrete to ensure that everything meets specifications.



November 8, 2017

City of Bentonville, Arkansas
3200 Municipal Drive
Bentonville, Arkansas 72712

Attention: Mr. Travis Matlock
P: 479.271.5941

Re: Proposal for Construction Observation Services
8th Street Transmission Line Relocation
Bentonville, Arkansas
Terracon Proposal No. P04171263

Dear Mr. Matlock:

Terracon is pleased to submit, herewith, our task order proposal for providing the construction observation and testing services for the above project. Our proposal is based on a review of plan sheets FDN-1 and FDN-2 prepared by The City of Bentonville, Arkansas, latest revision dated September 27, 2017. A project construction schedule was not available at the time this proposal was prepared.

Terracon is the Geotechnical Engineer of Record for this project. We issued the results of our geotechnical exploration in our Geotechnical Engineering Report, Terracon Project No. 04155057, dated December 18, 2015. As the construction materials observation firm, we will provide a seamless transition from design through construction. We are committed to providing unmatched service and look forward to the opportunity to serve you.

A.) PROJECT INFORMATION

The project involves the excavation for thirty-four drilled shafts to be constructed to support both anchored and direct embedment transmission line support towers. The transmission line alignment is to be located along 8th Street between SW "I" Street and Moberly Lane in Bentonville, Arkansas.

B.) SCOPE OF SERVICES

Terracon can provide the services discussed below when properly scheduled. Our services will be provided only at the specific starting times scheduled by the contractor. Failure on the contractor's part to notify Terracon of the construction activities which require our involvement

Terracon Consultants, Inc. 9522 East 47th Place, Unit D Tuisa, Oklahoma 74145
P [918] 250 0461 F [918] 250 4570 terracon.com

Geotechnical

Environmental

Construction Materials

Facilities

could jeopardize our ability to provide the necessary materials testing certification(s) upon completion of the project.

Testing and inspection services must be scheduled by the client/contractor with at least 24 hours' advance notice to our office dispatcher at (918) 250-6051, between the hours of 8:00 am and 5:00 pm, Monday through Friday. Our services are provided on an on-call, as-requested basis at the notification of the client or person(s) designated by the client. Terracon will not be responsible for tests or observations that are not performed due to the failure to schedule our services.

Terracon must be provided with the current set of plans, specifications, geotechnical report and approved mix designs prior to the start of the project to be able to effectively provide the services discussed below.

I.) Drilled Shaft Observations

We can provide an Engineering Technician to observe drilled pier excavations to evaluate the piers for proper diameter; and the excavations encounter and sufficiently penetrate the specified bearing materials and are sufficiently free of water, loose soil, and debris when concrete is placed.

Terracon personnel will conduct all observations from the ground elevation at the top of the shaft. At no time will Terracon personnel enter a drilled shaft excavation.

II.) Project Coordination/Supervision and Reporting

Our services will be performed under the supervision of a Terracon Registered Professional Engineer. We will assign a Terracon Project Manager to the project to manage and coordinate our field activities, review field reports, and prepare reports of field observations. The project manager and engineer can be available for consultation, as needed.

C.) COMPENSATION

Our services will be performed on a time-and-expense basis in accordance with the unit rates shown on the attached Cost Estimate sheet. As requested, we have provided a cost estimate for the observations. The Cost Estimate sheet shows our estimated costs and breakdown of the cost estimate. The actual costs of our services will vary depending on the contractor's rate of progress, actual number of site visits, and length of time per visit. For the purpose of this proposal, we assume that the drilling contractor will be able to complete two drilled shafts per day, on average.

It should be noted that our services may extend past the completion date of field work on the project, due to project completion letters, and internal project closeout. A final invoice should be expected after the completion of our services.

D.) AUTHORIZATION

This proposal should be considered a part of the attached Agreement for Services. Please return one signed copy of the Agreement as our written authorization to proceed.

Proposal for Construction Observation Services
8th Street Transmission Line Relocation Bentonville, Arkansas
November 8, 2017 Terracon Proposal No. P04171263

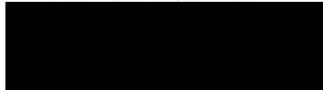


Along with the Agreement for Services, please complete and return the attached project data sheet to better serve you, and ensure reports are distributed to the needed parties.

We appreciate the opportunity to submit this proposal. If you have any questions regarding the contents of this proposal, please do not hesitate to contact us.

Sincerely,
TERRACON

Cert. of Auth. #CA-223 exp. 12/31/17



Nathan A. Payne, PE
Project Manager



Justin D. Cox, PE (OK)
Department Manager



Bradley M. Watts, PE (OK)
Principal

NAP:JDC:BMW:mp
Enclosures
Copies to: Addressee (1 via e-mail)

Terracon
Project Data Sheet
Materials Testing and Observation Services

Terracon Task Order Proposal No. P04171263

1. Project Name: _____
2. Project Address: _____
3. Your Job No.: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
- _____ Fax No.: _____
5. Number and Distribution of Reports: _____

All reports will be emailed, hard copies will be sent only upon request. Please provide your email address and/or confirm the information below so that we may correctly distribute reports. Please provide us with the Company name (if different), and email address of those whom you would like to receive additional reports:

Terracon Client: Client Name: _____
Contact: _____
Email Address: _____

Copies to: Company Name: _____
Contact: _____
Email Address: _____

Copies to: Company Name: _____
Contact: _____
Email Address: _____

Copies to: Company Name: _____
Contact: _____
Email Address: _____

6. Invoicing Address: _____

Attn: _____ Telephone No.: _____

7. Site Contact: _____ Telephone No.: _____
_____ Mobile No.: _____

8. Other Pertinent Information: _____

11/8/2017

COST ESTIMATE
BEUD 8th Street T-Line Foundations
Bentonville, Arkansas
Terracon Proposal No. P04171263

Task	No. of Visits	No. of Units	Unit Type	Unit Rate	Subtotal	Total
Structural Observations						
I. Foundations						
Qualified Engineering Technician:	48	528	hours	\$ 65.00	\$ 34,320.00	
Transportation Charge:		48	trips	\$ 35.00	\$ 1,680.00	
					subtotal \$	36,000.00
II. Project Coordination/Supervision & Report Preparation						
Professional Engineer:		3	hours	\$ 175.00	\$ 525.00	
Project Manager:		25	hours	\$ 120.00	\$ 3,000.00	
Clerical / Administrative Assistant:		25	hours	\$ 45.00	\$ 1,125.00	
					subtotal \$	4,650.00
					Total: \$	40,650.00
* An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 5:00 PM, as well as for services provided on Saturday. There is a minimum charge of 8 hours and hourly rates are increased by 2 times for services provided on Sundays and Terracon recognized Holidays. ** There will be a \$100 per occurrence, additional charge for all service calls received with less than a 24 hour notice.						

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Bentonville AR ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Bentonville 8th Street Transmission Line Relocation project ("Project"), as described in the Project Information section of Consultant's Proposal dated 11/08/2017 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Cons
By: [REDACTED] 11/8/2017
Name: [REDACTED]
Address: 9522 E 47th Pl Ste D
Tulsa, OK 74145-7211
Phone: (918) 250-0461 Fax: (918) 250-4570
Email: Brad.Watts@terracon.com

Client: City of Bentonville AR
By: _____ Date: _____
Name/Title: Bob McCaslin / Mayor
Address: 3200 Municipal Dr
Bentonville, AR 72712
Phone: (473) 271-5941 Fax: _____
Email: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH TERRACON TESTING SERVICES FOR MATERIALS TESTING RELATED TO THE OVERHEAD ELECTRIC RELOCATION FOR THE 8TH STREET PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Terracon Testing Services for materials testing related to the Overhead Electric Relocation for the 8th Street Project in an amount not to exceed \$40,650.00 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 _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 12, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into a letter agreement with AEP to modify the Power Supply Agreement associated with SWEPCO's purchase of a 2,000 MW wind farm and construction of a generation tie-line.

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	\$ -

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

DATE: December 12, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Letter Agreement w/ SWEPCO – Wind Catcher
Wind Farm purchase

The Electric Department recommends entering into a letter agreement with SWEPCO amending the Power Supply Agreement (PSA) in association with SWEPCO's purchase of a 2,000 MW wind farm in the panhandle of Oklahoma and the construction of an extra-high voltage generation tie-line. The Gen Tie-Line will be constructed from the wind farm to SWEPCO's facilities in Tulsa, and from there will enter the grid to serve SWEPCO's customers.

Upon FERC's approval of SWEPCO's purchase, the PSA will be modified to allow for the costs of the construction of the Gen-Tie Line, credit Bentonville "other electric revenues", and increase Bentonville's Current Customer Share of Off-System Sales. The modifications should result in a net savings to Bentonville ratepayers when the wind farm project goes on-line in December 2020.

In addition to modification of the PSA, Bentonville agrees not to intervene in or oppose SWEPCO's application to FERC.



December ____, 2017

Mayor Bob McCaslin
City of Bentonville, Arkansas
115 West Central Ave
Bentonville, AR 72712

Dear Mayor McCaslin:

This Letter Agreement, entered into by and between Southwestern Electric Power Company ("SWEPCO") and City of Bentonville, Arkansas ("Bentonville") (collectively, "Parties") on December __, 2017, related to the Power Supply Agreement ("PSA") between SWEPCO and Bentonville dated December 13, 2006, as amended. The Parties have agreed to further amend the cost of service formulas contained in Exhibit B to the PSA to reflect certain changes related to the purchase by SWEPCO and its affiliate, Public Service Company of Oklahoma, of a 2,000 MW wind farm currently under construction in the western panhandle of Oklahoma ("Wind Catcher Project") and the construction of an approximately 350-mile, dedicated, extra-high voltage generation tie-line ("Gen-Tie Line") built exclusively in the State of Oklahoma from the Oklahoma Panhandle to the Tulsa, Oklahoma area to efficiently deliver the renewable energy to customers. The revisions will be incorporated into an Amended and Restated Agreement. Based on the timeline for initiation of construction of the Wind Catcher Project and its forecasted in-service date of December 2020, the project will be eligible for Federal Production Tax Credits ("PTC"). The Parties agree to amend the cost of service formulas (as shown redlined in Attachment 1 herein) to:

1. Allow for the inclusion of costs of the Gen-Tie Line as transmission supporting generation (including, but not limited to, the costs of the Gen-Tie Line, return on investment, and operation and maintenance costs);
2. Establish a regulatory liability for the shaping and pass through of the PTCs as proposed by SWEPCO;
3. Provide a revenue credit to Bentonville for certain "Other Electric Revenues" associated with co-owned plants beginning with the 2017 true-up; and,
4. Increase Bentonville's Current Customer Share of Off-System Sales (OSS) for Resale Margins from twenty-five percent (25%) to ninety percent (90%).

The Parties also expressly agree that Bentonville will not intervene in opposition or in any way oppose SWEPCO's application in the Federal Energy Regulatory Commission ("FERC") or in any retail jurisdiction in which SWEPCO is seeking approval of the acquisition

of the Wind Catcher Project, as long as the route of the Gen-Tie line remains in the northern half of Oklahoma. The Parties expressly agree that SWEPCO shall request that FERC permit the Amended and Restated Agreement to become effective on January 1, 2018.

Except as expressly provided in the amendments described above in Paragraphs 1, 2, 3, and 4 above, nothing herein will be interpreted or construed to affect either Party's rights or obligations under the PSA. In recognition of Bentonville's agreement to the changes described in Paragraphs 1, 2, 3, and 4, the Parties will proceed with the proposed changes described in Paragraphs 3 and 4 even in the event that the Wind Catcher Project and Gen-Tie Line do not receive all required regulatory approvals or the Wind Catcher Project and Gen-Tie Line do not move forward for any other reason.

SWEPCO will make a filing with the FERC requesting that FERC accept the amendments described in Paragraphs 1, 2, 3, and 4 and that Bentonville will not oppose such filing. The Parties acknowledge and agree that this Letter Agreement does not affect any rates or terms under the PSA and that the amendments to the PSA discussed herein will not become effective unless and until FERC has accepted SWEPCO's filing of the amendments without modification or condition unless both Parties expressly agree in writing to such modification or condition.

Each Party has caused its duly authorized representative to execute this Letter Agreement on its behalf as of the date specified above.

City of Bentonville, Arkansas

By: _____

Name: _____

Title: _____

Southwestern Electric Power Company

By: _____

Name: _____

Title: _____

Attachment

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A LETTER AGREEMENT WITH
AEP RELATED TO THE PROPOSED PURCHASE OF A
WIND FARM AND RELATED MATTERS.**

**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 a letter agreement with AEP related to the proposed purchase of a windfarm and related matters, as set forth in the 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 _____, 2017.

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:

December 12, 2017

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Crist Engineers, Inc. for engineering services to resolve a sanitary sewer main-drainage channel conflict at SW 12th Street in Razorback Addition in an amount not to exceed \$19,300.00. This is a non-budgeted item, and; therefore, a budget adjustment is required.

COST TO CITY:

Cost of this Request: \$19,300

Additional Budget Amount \$19,300

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		19,300
Remaining After Adjustment	\$	19,300

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: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: December 1, 2017

Re: Crist Engineers, Inc. contract to resolve sanitary sewer main-drainage channel conflict at SW 12th Street in Razorback Addition

Staff recommends Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Crist Engineers, Inc. for engineering services to resolve a sanitary sewer main-drainage channel conflict at SW 12th Street in Razorback Addition in an amount not to exceed \$19,300.00. This is a non-budgeted item, and; therefore, a budget adjustment is required.

This portion of the contract is to analyze the feasibility of options to correct the conflict. This first phase of the contract does not cover costs for detailed design, bidding, or construction services. The contract covers terms for such services, but since we do not know the solution at this time, it does not include costs for these services. Costs for design, bidding, construction, and any other additional services will be covered by future amendments which will be brought back for Council approval.

The above referenced sanitary sewer-drainage channel conflict arose due to the improvements installed along Tributary 2 to Little Osage Creek through Razorback Addition completed earlier this year. Channel improvements (bridge with headwalls and apron, concrete pavement) were already installed by the time the Water Utilities Department was notified. The channel improvements included lowering the channel grade. The result left the bottom of the existing sewer line just a few inches above the channel flow line thus creating a dam in the drainage channel. The exposed section of sewer main is ductile iron so there is no immediate threat for failure of the sewer; however water does back up and drain slowly in the channel during rain events. Staff initially looked at options to resolve the matter, all of which are extremely invasive and costly. Given the minimal grades and site restrictions that exist in this area for both the drainage channel and sewer, we need to be extra diligent finding a solution. As such, we decided to engage an engineering firm to assist.

Thank you for your consideration of this request.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
SEWER SYSTEM IMPROVEMENTS**

THIS IS AN AGREEMENT made as of December ____, 2017 between the City of Bentonville, Arkansas ("OWNER") and Crist Engineers, Inc. ("ENGINEER").

OWNER intends to employ ENGINEER to provide professional engineering services for the planning, design, and construction services for improvements to the sewer system located in the vicinity of SW 12th Street and Razorback Drive (the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 The specific time period for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If the specific periods of time for rendering services or specific dates by which services are to be completed are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.
- 2.3 If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and, as applicable to the Services, any other data relative to design or construction of the Project, all of which ENGINEER shall be entitled to rely upon.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any defect or non-conformance in ENGINEER's Services or in the work of any Contractor.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Invoices are due and payable on receipt.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, 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; and, in addition, ENGINEER may, 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 charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

- 5.1 Standard of Care
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 ENGINEER's profession practicing under similar conditions at the same time and in the same locality.
- 5.2 Opinions of Probable Construction Cost
ENGINEER's opinions of probable Construction Cost, as applicable to the Services, provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally

familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or when the Project will be constructed ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

5.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

5.4 Use of Documents

5.4.1 All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

5.4.2 OWNER may rely upon that data or information set forth on paper (also known as hard copies) that the OWNER receives from the ENGINEER by mail, hand delivery, or facsimile, are the items that the ENGINEER intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by the ENGINEER to the OWNER are furnished only for convenience, not reliance by the OWNER. Any conclusion or information obtained or derived from such electronic files will be at the OWNER's sole risk. In all cases, the original hard copy of the documents takes precedence over the electronic files.

5.4.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the OWNER agrees that it will perform acceptance tests or procedures within 60 days, after which the OWNER shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the ENGINEER.

5.4.4 When transferring documents in electronic media format, the ENGINEER makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the ENGINEER.

5.4.5 OWNER may make and retain copies of documents for information and reference in connection with use on the Project by OWNER. ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and other projects of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER agrees to take all reasonable precautions to avoid creating any third-party claim or liability in the exercise of its license rights. In the event

OWNER fails to protect against such claims, or is alleged to have done so, OWNER agrees to fully cooperate with ENGINEER in the defense of any legal action brought by such third-party, and to negotiate in good-faith, subject to approval by OWNER'S Board of Directors, the reimbursement of any actual damages or expense incurred by ENGINEER. The aforesaid shall not be construed to constitute a waiver of OWNER'S statutory tort immunity, or create any debt obligation not authorized by the Constitution and Statutes of the State of Arkansas; (4) such limited license to OWNER shall not create any rights in third parties.

5.4.6 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.5 Controlling Law

This Agreement is to be governed by the law of the State of Arkansas.

5.6 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

Nothing herein shall waive the OWNER's right to tort immunity as governed by the law of the State of Arkansas.

5.7 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the limits of the insurance shown on the insurance certificate attached hereto or subsequently submitted by ENGINEER.

5.8 Successors and Assigns

5.8.1. 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 5.8.2 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.

5.8.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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.

5.8.3. Unless expressly provided otherwise in this Agreement:

5.8.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person

or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

5.8.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.9 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by first-class mail, registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.11 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.12 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then 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: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

- 5.13 Insurance
ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.
- 5.14 Discovery
VACANT.
- 5.15 Nondiscrimination and Affirmative Action
In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.
- 5.16 Force Majeure
Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay.
- 5.17 Waiver
Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 5.18 Headings
The headings used in this Agreement are for general reference only and do not have special significance.
- 5.19 Subcontractors
ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.
- 5.20 Coordination with Other Documents
It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments

thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.21 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.22 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 10 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

6.1 Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1.1 Services

The services to be performed for or furnished to OWNER by ENGINEER described in this Agreement.

6.1.2 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.1.3 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or

imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.1.4 Construction Cost - ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.1.5 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.1.6 Contractor - ♦

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.1.7 ENGINEER's Subcontractor

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.1.8 Reimbursable Expenses

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.

6.1.9 Resident Project Representative - ♦

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

6.1.10 Standard General Conditions - ♦

The Standard General Conditions of the Construction Contract (No. C-700) of the Engineers Joint Contract Documents Committee.

6.1.11 Total Project Costs - ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

EXHIBITS:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

Exhibit B - Duties, Responsibilities and Limitations of Authority of the Resident Project Representative. (Use when RPR Services are provided.)

Exhibit C – Project Area Map

This Agreement (consisting of Pages 1 to 29 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

By: Bob McCaslin
Title: Mayor

By: Stewart Noland
Title: President

Date: _____

Date: _____

Address for giving notices:

Address for giving notices:

For All Methods

For All Methods

117 West Central Avenue
Bentonville, AR 72712

205 Executive Court
Little Rock, AR 72205

**EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
(STUDY, REPORT, DESIGN AND CONSTRUCTION SERVICES)**

This is an exhibit attached to and made a part of the Agreement dated December____, 2017, between City of Bentonville, Arkansas (OWNER) and Crist Engineers, Inc. (ENGINEER) for professional services.

1.1 ENGINEER'S SERVICES

1.2 Study and Report Phase

Upon this Agreement becoming effective, ENGINEER shall:

- 1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
- 1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services which are not part of ENGINEER's Services, and assist OWNER in obtaining such data and services.
- 1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.
- 1.2.4 Evaluate various alternate solutions available to OWNER as described herein, and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment best meet OWNER's requirements for the Project.
- 1.2.5 Prepare a report (the "Report") which will contain the statement of OWNER's requirements for the Project and, as appropriate, will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project, including the following: opinion of probable Construction Cost, allowances for contingencies including costs of design professional and related services based on information furnished by OWNER for allowances and other items and services included within the definition of Total Project Costs.
- 1.2.6 Furnish the Report to and review it with OWNER.
- 1.2.7 Revise the Report in response to OWNER's comments, as appropriate, and furnish final copies of the Report in the number set forth herein.
- 1.2.8 Submit the Report within the stipulated period indicated herein.
- 1.2.9 ENGINEER's Services under the Study and Report Phase will be considered complete at the earlier of (1) the date when the Report has been accepted by OWNER or (2) thirty days after the date when such Report is delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to review the portions of the Project specified by ENGINEER, if such approval is to be obtained during the Study and Report Phase.

The duties and responsibilities of ENGINEER during the Study and Report Phase as set forth in this paragraph 1.1 are amended and supplemented as follows:

1.2.10 Project Understanding

A drainage improvement project where SW 12th street intersects Little Osage Creek Tributary No. 02 has caused a section of 8-in. gravity sewer main to be exposed within the concrete drainage structure. The exposed section obstructs flow causing sediment deposition and reduction of the drainage capacity. The project area is depicted in Exhibit C – Project Area.

The City of Bentonville desires to evaluate the gravity service area that conveys flows through the exposed section of 8-in. pipe and identify alternatives to remove or modify the existing, exposed 8-in. gravity sewer main to remove the conflict with the concrete drainage structure.

1.2.11 Task 01: Site Survey

Objective: To ascertain as-built information of the sewer system in the vicinity of the Project area.

Assumptions:

1. Owner will contact property owners in the study area to notify access to sewer infrastructure.
2. Owner will provide existing City-wide GIS vertical and horizontal control information and location for ENGINEER's survey grade control.
3. Owner to provide existing GIS shapefile and database information on infrastructure within the project area including georeferenced raster images.
4. ENGINEER will spend up to 15-minutes locating a referenced manhole based upon OWNER supplied GIS information utilizing soil probes, shovels, and a metal detector. If the manhole cannot be located, ENGINEER will notify the OWNER for manhole locate.

Subtasks:

1. Obtain sub-centimeter GPS grade horizontal and vertical as-built location and information on existing gravity sewer infrastructure to obtain the following:
 - a. Manhole adjacent ground elevation
 - b. Manhole rim elevation
 - c. Manhole flowlines incoming and outgoing
 - d. Incoming and outgoing main pipe diameters
 - e. Establish alignment of existing sewer mains based upon manhole locates
 - f. Elevation of exposed sewer main in the concrete drainage improvement
 - g. Top of concrete drainage improvement ditch bank
 - h. Bottom of concrete drainage improvement ditch bank
 - i. Topographic and planimetric features within drainage easement and street right of way intersection at SW 12th St. and Little Osage Creek Tributary No. 02.
 - j. Topographic and planimetric features within drainage easement and street right of way intersection at SW A St. and Little Osage Creek Tributary No. 02.

Deliverables:

1. AutoCAD point and descriptor text comma delimited file of survey information
2. AutoCAD base map of survey information collected.
3. PDF base map of survey information collected.

1.2.12 Task 02: Sewer System Evaluation:

Objective: Determine alternatives to provide sewer service to eliminate the exposed section of 8-in. DIP sewer main in conflict with the Little Osage Tributary No. 02 drainage improvements.

Assumptions:

1. OWNER to provide (or assist ENGINEER) in obtaining proposed 100-yr floodway and floodplain planimetric information based upon recent drainage improvements.
2. ENGINEER acknowledges that the portions of the Project Area are within the FEMA regulated 100-yr floodplain and floodway.
3. OWNER will provide ENGINEER regulatory restrictions required of City Code for improvements constructed within the regulatory boundary.
4. ENGINEER will establish sewer flow based upon maximum per capita density allowed within the zoning district of the services in the project area, plus an allowance for future inflow and infiltration.
5. No detailed one and two-dimensional hydraulic flow simulation will be conducted as part of this effort to evaluate the water surface profile of Little Osage Tributary 02.

Subtasks:

1. ENGINEER will establish sewer flows for the project area.
2. ENGINEER will evaluate removing the 8-in. sewer line in conflict with Little Osage Tributary 02 drainage improvements from service and provide up to three gravity service alternatives to effected sewer service connections. Each gravity option will show a schematic level drawing of the following:
 - a. Horizontal and vertical alignment of gravity main(s)
 - b. Points of connection to existing system
 - c. Existing line(s) to be abandoned
3. ENGINEER will evaluate removing the 8-in. sewer line in conflict with Little Osage Tributary 02 drainage improvements from service and provide up to two gravity pressurized service alternatives utilizing a pump station to effected sewer service connections. Each option will show a schematic level drawing of the following:
 - a. Pump Station site plan
 - b. Sectional of Pump Station

- c. Points of connection to existing system
 - d. Horizontal alignment of force main
 - e. Horizontal and vertical alignment of gravity main(s)
4. ENGINEER will evaluate salvaging 8-in. sewer line in conflict with Little Osage Tributary 02 drainage improvements from service and provide an alternative to modify the Little Osage Tributary 02 drainage channel to accommodate the existing 8-in. sewer line. The option will show a schematic level drawing of the following:
- a. Vertical and horizontal alignment of drainage improvements.
 - b. Typical cross section of drainage channel improvements
5. ENGINEER will present an opinion of probable costs for each alternative presented in Subtask 2, 3, and 4 above.

Deliverables:

1. Project Workshop: Concluding Subtasks No. 1 through No. 4, the ENGINEER will coordinate with the OWNER to convene workshop to discuss the findings of each alternative and respective opinion of construction cost.
2. DRAFT Technical Memorandum – Sewer System Improvements SW 12th and Razorback Drive: With input from the OWNER at the project workshop, the ENGINEER will provide a Technical Memorandum documenting the subtasks that identify the alternatives, defines advantages and disadvantages of each alternative and opinion of probable construction costs. A recommendation will be provided. (PDF + 3 Hard Copies)
3. FINAL Technical Memorandum – Sewer System Improvements SW 12th and Razorback Drive: ENGINEER will modify the Draft TM by incorporating the OWNER comments. (PDF + 3 Hard Copies)

1.3 Design Phase

- 1.3.1 Prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the sixteen-division format of the Construction Specifications Institute).
- 1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.
- 1.3.3 Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER as a result of changes in scope, extent or character or design requirements of the Project.
- 1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.5 Furnish five copies of the above documents, Drawings and Specifications to and review them with OWNER.
- 1.3.6 ENGINEER's services under the Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Design Phase.

The duties and responsibilities of ENGINEER during the Design Phase are amended and supplemented as follows:

Design Phase services for subsequent Phases and/or Schedules of work will be amended upon amicable agreement between OWNER and ENGINEER.

1.4 Bidding or Negotiating Phase

After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Design Phase documentation (including the most recent opinion of probable Construction Cost), and upon written authorization to proceed, ENGINEER shall:

- 1.4.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.
- 1.4.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- 1.4.3 Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 1.4.4 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

- 1.4.5 The Bidding or Negotiating Phase will terminate and the Services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase as set forth in this paragraph 1.3 are amended and supplemented as follows:

Bidding or Negotiation Phase services for subsequent Phases and/or Schedules of work will be amended upon amicable agreement between OWNER and ENGINEER.

1.5 Construction Phase

During the Construction Phase:

1.5.1 General Administration of Construction Contract.

ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

1.5.2 Visits to Site and Observation of Construction.

In connection with observations of the work of Contractor while in progress:

- 1.4.2.1 OWNER shall make visits to the site at intervals appropriate to the various stages of construction as the OWNER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. The ENGINEER may require of the OWNER to observe critical construction items and provide a written report to document compliance with the Contract Documents. In addition, OWNER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and OWNER to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 1.4. The ENGINEER will provide periodic site visits upon request by the OWNER to review aspects of work progress. Such visits and observations by ENGINEER, OWNER and the OWNER's Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to the OWNER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on the OWNER's exercise of professional judgment as assisted by the OWNER's Resident Project Representative. Based on information obtained during such visits and such observations, the OWNER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the OWNER shall keep the ENGINEER informed of the progress of the work by means of appropriate weekly summarized reports. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 1.4.2.2 and other express or general limitations in this Agreement and elsewhere.

1.4.2.2 The purpose of the OWNER's visits to and representation by the OWNER's Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of OWNER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, OWNER or ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, 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 Documents.

1.4.2.3 Duties, Responsibilities and Authority of the OWNER's Resident Project Representative are set forth in Exhibit B.

1.4.3 Defective Work.

During such visits and on the basis of such observations, OWNER shall have authority to disapprove of or reject Contractor's work while it is in progress if OWNER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.4.4 Clarifications and Interpretations; Field Orders.

The OWNER shall notify the ENGINEER for Clarifications and Interpretations; Field Orders. Once the ENGINEER has issued the clarification to the OWNER, the OWNER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

1.4.5 Change Orders and Work Change Directives.

OWNER shall recommend Change Orders and Work Change Directives as appropriate, and shall prepare Change Orders and Work Change Directives as required.

1.4.6 Shop Drawings.

ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

- 1.4.7 Substitutes.
ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project or an excessive number of substitutes will only be performed pursuant to an amendment to this Agreement for additional compensation.
- 1.4.8 Inspections and Tests.
OWNER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. OWNER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER may solicit through the OWNER particular inspections or tests to verify compliance with the Contract documents. ENGINEER shall be entitled to rely on all results of such tests.
- 1.4.9 Disagreements between OWNER and Contractor.
OWNER shall render the initial decisions on all claims from the Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. At the discretion of the OWNER, the OWNER may solicit interpretation from the ENGINEER of the Contract Documents.
- 1.4.10 Applications for Payment.
Based on OWNER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:
- 1.4.10.1 OWNER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute OWNER's representation of the completed work, based on such observations and review, that, to the best of OWNER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is OWNER's responsibility to observe the work. In the case of unit price work, OWNER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 1.4.11 Contractor's Completion Documents.
OWNER shall receive, review and transmit to ENGINEER with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph 1.4.6 and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. OWNER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates

of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

1.4.12 Substantial Completion.

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of ENGINEER, OWNER considers the work substantially complete, OWNER shall deliver a certificate of Substantial Completion to Contractor.

1.4.13 Final Notice of Acceptability of the Work.

OWNER in coordination with ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the OWNER and ENGINEER may recommend, in writing, final payment to Contractor.

1.4.14 Limitation of Responsibilities.

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

1.4.15. Duration of Construction Phase.

The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment.

The duties and responsibilities of ENGINEER during the Construction Phase as set forth in this paragraph 1.4 are amended and supplemented as follows:

Construction Phase services for subsequent Phases and/or Schedules of work will be amended upon amicable agreement between OWNER and ENGINEER.

2.1 OWNER'S RESPONSIBILITIES

2.2 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

2.2.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

2.2.2 The services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment;

2.2.3 Appropriate professional interpretation of all of the foregoing;

2.2.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

- 2.2.5 Field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;
- 2.2.6 Property descriptions;
- 2.2.7 Zoning, deed and other land use restrictions; and
- 2.2.8 Other special data or consultations not covered in Article 2.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

- 2.3 Provide, as required by the Contract Documents, engineering surveys and staking to enable Contractor to proceed with the layout of the work, and other special field surveys.
- 2.4 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.5 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 2.6 Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.
- 2.7 Provide, as may be required for the Project:
 - 2.7.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
 - 2.7.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and
 - 2.7.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.
- 2.8 Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:
 - 2.8.1 That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or
 - 2.8.2 That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 2.7.1 and 2.7.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

- 2.9 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.
- 2.10 Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Special Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.
- 2.11 If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.
- 2.12 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 2.1, 2.2 and 2.4 through 2.11, inclusive) and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- 2.13 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
- 2.14 Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.
- 2.15 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.
- 3.0 TIME PERIOD FOR PERFORMANCE
The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

The time period of performance are as follows:

<u>Item</u>	<u>Calendar Days from NTP</u>
Study and Report Phase	
Task 01 Site Survey	30
Task 02 Sewer Service Evaluation	120
Design Services	To Be Determined
Bidding and Negotiation Services	To Be Determined
Construction Phase Services	To Be Determined

4.0 METHOD OF PAYMENT

The method of payment for Services rendered by ENGINEER shall be as set forth below:

The OWNER shall compensate the ENGINEER for the following based upon the schedule outlined below. For work done by the ENGINEER at the hourly billing rate, the hourly rate is for compensating the category of the individual performing the work, for all time directly chargeable to the project plus actual out-of-pocket expense cost in accordance with the Hourly Billing Rate Schedule included in this Section.

Each task amount provided below is an estimate, the not to exceed value is based upon the aggregate of the task items by phase; therefore, the exact task amount shown on the invoice may vary from what is shown.

STUDY AND REPORT PHASE

DESCRIPTION	COST
Task 01: Site Survey	\$4,500
Task 02: Sewer System Evaluation	\$14,800
Study and Report Phase:	\$19,300

DESIGN PHASE

Design Phase services for subsequent Phases and/or Schedules of work will be amended upon amicable agreement between OWNER and ENGINEER.

BIDDING OR NEGOTIATION PHASE SERVICES

Bidding or Negotiation Phase services for subsequent Phases and/or Schedules of work will be amended upon amicable agreement between OWNER and ENGINEER.

CONSTRUCTION PHASE

Construction services for subsequent Phases and/or Schedules of work will be amended upon amicable agreement between OWNER and ENGINEER.

COMPENSATION FOR HOURLY RATE SERVICES

Professional Services

For work done by the ENGINEER at the hourly billing rate for the category of the individual performing the work, for all time directly chargeable to the project plus actual out-of-pocket expense cost. The ENGINEER's schedule of Hourly Billing Rates as follows:

HOURLY BILLING RATE SCHEDULE

<u>Classification</u>	<u>Rate</u>
Principal Engineer II	\$171.00
Principal Engineer I	\$147.00
Electrical Engineer II	\$137.00
Electrical Engineer I	\$109.00
Staff Engineer II	\$120.00
Staff Engineer I	\$87.00
Surveyor Technician (Office)	\$78.00
Surveyor Technician (Field)	\$123.00
GPS Equipment	\$45.00
Engineering Technician	\$93.00
Construction Observer II	\$91.00
Construction Observer I	\$82.00
CAD Draftsman II	\$81.00
CAD Draftsman I	\$64.00
Office Manager	\$82.00
Office Services	\$39.00
Outside Professional Services	Actual Cost

Expenses

OWNER shall reimburse the ENGINEER for expenses directly related to project cost such as, but not limited to airfare, mileage, meals and hotel, associated with travel, printing, plan reproduction, phone, fax, shipping, courier, and expenses directly attributable to project execution. Expenses will be itemized on the invoice at actual cost.

ENGINEER shall have the right to equitably adjust Hourly Rate Schedule not more than once annually.

5.0 SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

None

**EXHIBIT B TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

**DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE**

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on September __, 2017 between City of Bentonville, Arkansas (OWNER) and Crist Engineers, Inc. (ENGINEER) providing for professional engineering services.

OWNER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, OWNER shall endeavor to provide further protection against defects and deficiencies in the work of Contractor. However, OWNER or ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall ENGINEER or the OWNER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the OWNER provided RPR are limited to and described as follows:

A. General

RPR is OWNER's agent at the site, will act as directed by and under the supervision of OWNER, and will confer with OWNER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with ENGINEER with the knowledge of and under the direction of OWNER.

B. Duties and Responsibilities of OWNER Supplied RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison:*

- a. Serve as ENGINEER's and OWNER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist OWNER in serving as ENGINEER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. *Shop Drawings and Samples:*

- a. Record date of receipt of Shop Drawings and Samples.
- b. Receive Samples which are furnished at the site by Contractor, and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

- a. Conduct on-site observations of the Work in progress to assist ENGINEER and OWNER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER and OWNER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Records:*

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

9. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
- d. Report immediately to ENGINEER and OWNER the occurrence of any accident.

10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. *Completion:*

- a. Before OWNER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct a final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.

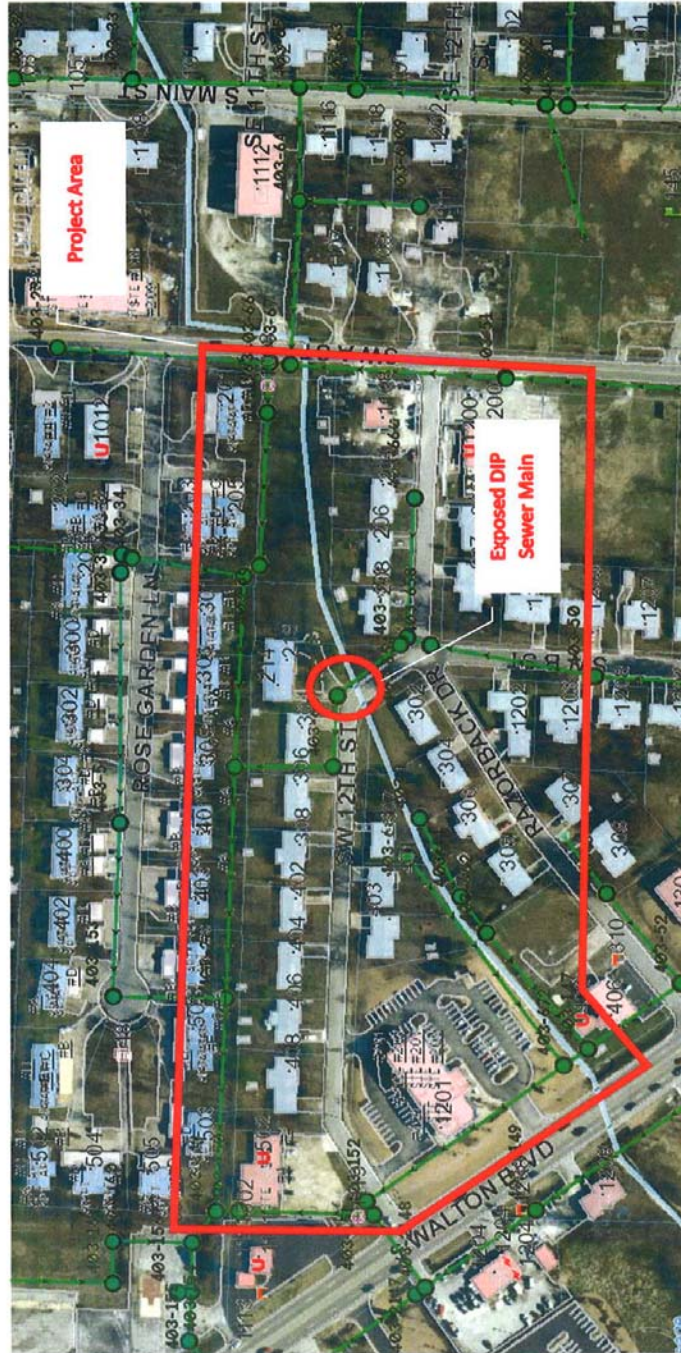
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER and OWNER concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

EXHIBIT C - PROJECT AREA
SEWER SYSTEM IMPROVEMENTS
SW12TH & RAZORBACK ST.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2017

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

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

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL: aceclientrequest@marsh.com ADDRESS: aceclientrequest@marsh.com
INSURED Crist Engineers, Inc. 205 Executive Court Little Rock AR 72205	INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. NAIC #: 37540 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC ☐					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			V19A75160201	10/01/2016 10/01/2017	Per Claim \$1,000,000 Aggregate \$2,000,000 Deductible \$20,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) This policy is not project specific and therefore includes: Job 1749 Gravity Sewer Evaluation SW 12th & Razorback Dr.						

CERTIFICATE HOLDER	CANCELLATION
City of Bentonville 117 West Central Bentonville, AR 72712	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2017

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

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

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173 E-MAIL: ADDRESS: acoclientrequest@marsh.com
INSURED Crist Engineers, Inc. 205 Executive Court Little Rock, AR 72205	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Accident & Indemnity Co 22357 INSURER B: Trumbull Insurance Company 27120 INSURER C: Hartford Underwriters Insurance Co 30104 INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO. ☐ LOC	Y	Y	84SBWCG2134 Prof. Liab. Excl.	11/01/2016 11/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS			84UEGRZ7884	11/01/2016 11/01/2017	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTIONS \$10,000 ☐ CLAIMS-MADE			84SBWCG2134	11/01/2016 11/01/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84WEGBN0129	11/01/2016 11/01/2017	☒ WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Re: Job 1749 Gravity Sewer Evaluation SW 12th & Razorback Dr. City of Bentonville is named as additional insured on the above referenced policies on a primary and noncontributory basis for ongoing and completed operations when required by written contract when required by written contract. Waiver of subrogation is included in favor of the additional insured when required by written contract.						

CERTIFICATE HOLDER City of Bentonville 117 West Central Bentonville, AR 72712	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CRIST ENGINEERS, INC. FOR ENGINEERING SERVICES TO RESOLVE A SANITARY SEWER MAIN-DRAINAGE CHANNEL CONFLICT AT SW 12TH STREET IN RAZORBACK ADDITION

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an Professional Services Agreement with Crist Engineers, Inc. for engineering services to resolve a sanitary sewer main-drainage channel conflict at SW 12th Street in Razorback Addition for an amount not to exceed \$19,300.00 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 _____, 2017.

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:

December 12, 2017

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Budget Adjustment to cover costs associated with contract for Crist Engineers, Inc. to resolve sanitary sewer main-drainage channel conflict at SW 12th Street in Razorback Addition in the amount of \$19,300.00.

COST TO CITY:

Cost of this Request: \$19,300

Additional Budget Amount \$19,300

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	19,300
Remaining After Adjustment	\$ 19,300

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





Department: Water

Date of Request: December 1, 2017

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
	Fund Balance	\$19,300.00		\$ 19,300.00
436.32-10	Water Legal and Professional Services		\$19,300.00	\$ (19,300.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 19,300.00	\$ 19,300.00	\$ -

Justification:

Budget Adjustment to cover costs associated with contract for Crist Engineers, Inc. to resolve sanitary sewer main-drainage channel conflict at SW 12th Street in Razorback Addition.

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

