BENTONVILLE CITY COUNCIL AGENDA

Committee of the Whole — **Monday, November 10, 2014 6:00 p.m.**
Community Development — **305 SW "A" Street**
Planning Commission Meeting Room

Regular City Council Meeting — **Monday, November 10, 2014 6:00 p.m.**
Community Development — **305 SW "A" Street**
Planning Commission Meeting Room

Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: October 28, 2014

AGENDA

1. Planning:

1a. **Great Northwest Development: Lot Split, Lots 8 & 9 Moberly Corner Addition, Southwest 28th Street and Southwest S Street, Zoned C-2, General Commercial**

(Pages 4-7)

The planning commission voted 6-0 recommending approval.

The applicant has submitted a Lot Split application for property located on the southeast corner of the intersection of Southeast 28th Street and Southeast 'S' Street. The proposed plat indicates the creation of two lots from one existing lot to be known as Lot 8, (6.15 acres) and Lot 9, (1.0 acres) of the Moberly Corner Addition. A cross access easement is being provided between the two newly created lots in order to access both lots from one curb cut along Southeast 28th Street. In addition, a drainage easement will be dedicated for a section of storm pipe and a regional detention pond that is located on the two lots.

2. Requesting Approval of Memorandum of Understanding for the MS4 Jurisdictions of Northwest Arkansas and the Northwest Arkansas Regional Planning Commission for $21,631.84. **(Pages 8-13)**

3. Council approval of Change Order #2 and Final for reconciliation to the contract with Arco Excavation and Paving, Inc. on the Northeast 2nd Street Drainage Project in the amount of $5,629.35. **(Pages 14-19)**

4. Council approval of a resolution extending the 2013 annual street striping contract with Time Striping for the year 2014 at previously bid unit prices and increasing the 2014 contract amount to $30,516.00. **(Pages 20-27)**

5. Council to approve ordinance to waive competitive bid and approve contract with Time Striping, Inc. in the amount of $37,042.80 for the 2014 overlay project. **(Pages 28-33)**

6. An ordinance authorizing the Mayor and City Council to enter into an agreement with Basier Electric to purchase new relays for Substation "H" in the amount of $20,735.00. **(Pages 34-38)**

7. Budget Discussion.

City Council
Agenda
November 10, 2014

Great Northwest Development: Lot Split, Lots 8 & 9 Moberly Corner Addition, Southwest 28th Street and Southwest S Street, Zoned C-2, General Commercial

The planning commission voted 6-0 recommending approval.
The applicant has submitted a Lot Split application for property located on the southeast corner of the intersection of Southeast 28th Street and Southeast 'S' Street. The proposed plat indicates the creation of two lots from one existing lot to be known as Lot 8, (6.15 acres) and Lot 9, (1.0 acres) of the Moberly Corner Addition. A cross access easement is being provided between the two newly created lots in order to access both lots from one curb cut along Southeast 28th Street. In addition, a drainage easement will be dedicated for a section of storm pipe and a regional detention pond that is located on the two lots.

Planning Commission Staff Report
Lot Split: Lots 8 & 9 Moberly Corner Addition

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

GENERAL INFORMATION:

Project Number: 14-05000031

Applicant: Great Northwest Development, LLC

Representative: CEI Engineering (Kevin Hall)

Requested Action: Lot Split Approval

Location: Southeast corner of the Intersection of Southeast 28th Street & Southeast 'S' Street

Existing Zoning: C-2, General Commercial

Land Use Plan: Commercial

BACKGROUND:

The applicant has submitted a Lot Split application for property located on the southeast corner of the intersection of Southeast 28th Street and Southeast 'S' Street. The proposed plat indicates the creation of two lots from one existing lot to be known as Lot 8, (6.15 acres) and Lot 9, (1.0 acres) of the Moberly Corner Addition. A cross access easement is being provided between the two newly created lots in order to access both lots from one curb cut along Southeast 28th Street. In addition, a drainage easement will be dedicated for a section of storm pipe and a regional detention pond that is located on the two lots.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Future Land Use Map Designation
North	C-2, General Commercial	Commercial
South	C-2, General Commercial	Commercial
East	C-2, General Commercial	Commercial
West	C-2, General Commercial	Commercial

STREETS

Direction	Name	Classification
North	-	-
South	Southeast 28th Street	Arterial
East	-	-
West	Southeast 'S' Street	Collector

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.

2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this property is currently vacant within a developing commercial area.

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

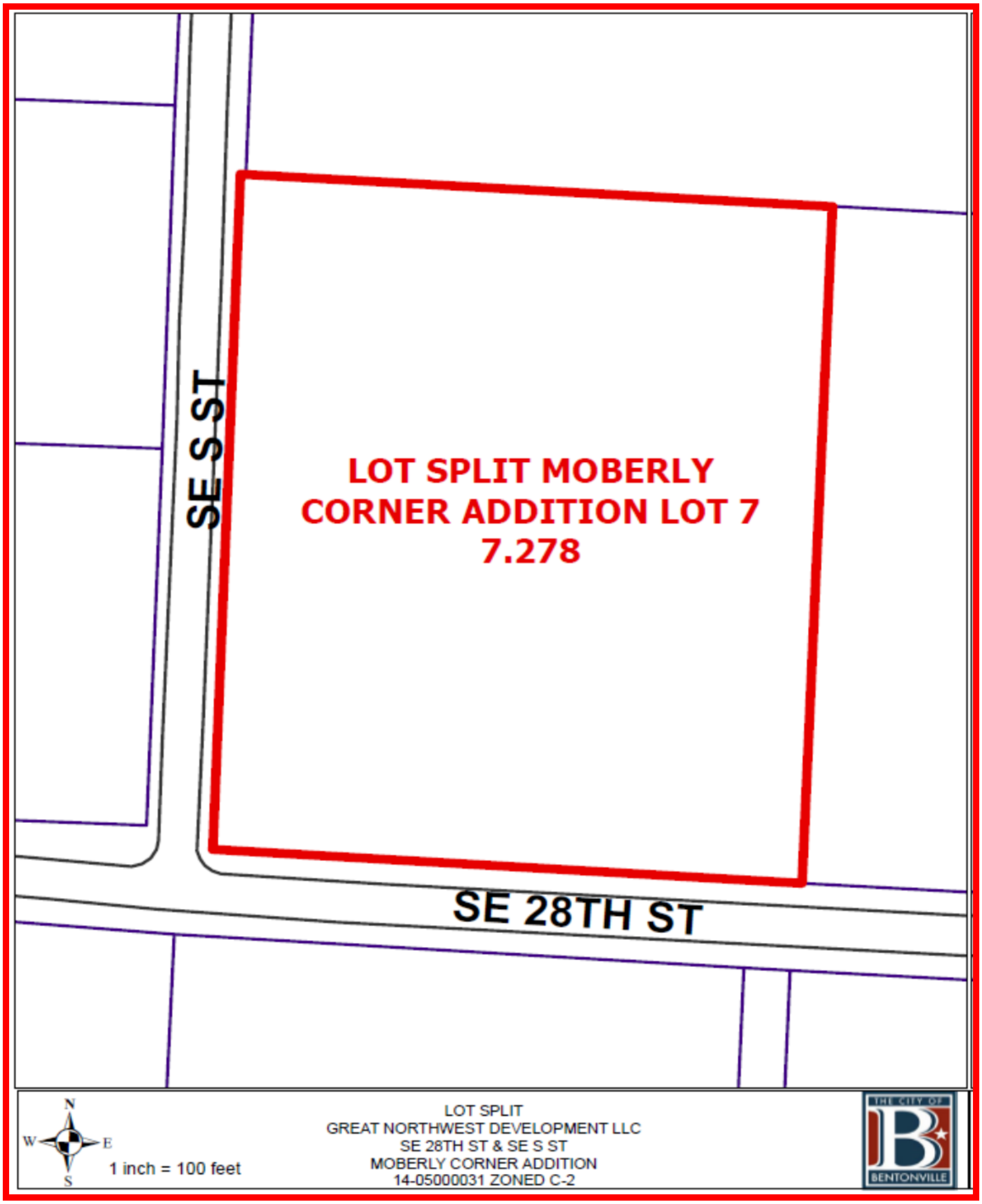
Water / Sewer: Per the G.I.S. site, both water and sewer are available to these lots.

Waiver(s): N/A.

Analysis / Conclusion: This lot split **DOES** meet the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends **APPROVAL**.


SE S ST
LOT SPLIT MOBERLY
CORNER ADDITION LOT 7
7.278
SE 28TH ST
N
W
E
S
1 inch = 100 feet
LOT SPLIT
GREAT NORTHWEST DEVELOPMENT LLC
SE 28TH ST & SE S ST
MOBERLY CORNER ADDITION
14-05000031 ZONED C-2
THE CITY OF
BENTONVILLE

ORDINANCE NO._____________

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 8 AND 9 MOBERLY CORNER ADDITION, TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 8 and 9 Moberly Corner Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 4th day November, 2014 and

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

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

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

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

Section 1: That the lot split of Lots 8 and 9 Moberly Corner Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS_____________ DAY OF______________, 2014.

ATTEST **APPROVED**

____

City Clerk

____

Mayor

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: November 10, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: 479-271-3168

ACTION REQUIRED:

Requesting Approval of Memorandum of Understanding for the MS4 Jurisdictions of Northwest Arkansas and the Northwest Arkansas Regional Planning Commission for $21,631.84

COST TO CITY:

Cost of this Request:	$21,632
Additional Budget Amount	$0

☑ One time amount ☐ Continuing O and M

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

Department Head	Date 10/29/14	Staff Attorney CT	Date 11/5/14
Purchasing Agent	Date	Mayor	Date 11/06/14
Finance Director DL	Date 11-5-14		

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

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

PLEASE RECYCLE

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
1311 Clayton St., Springdale, Arkansas, 72762
• (479) 751 7125 • Fax: (479) 751 7150 • http://nwarpc.org

MEMO

TO: MS4 REPRESENTATIVES
FROM: CELIA SCOTT-SILKWOOD, AICP, REGIONAL PLANNER
DATE: OCTOBER 24, 2014
RE: STORMWATER EDUCATION PROGRAM 2015 MEMORANDUM OF UNDERSTANDING

I am enclosing an original of your jurisdiction's 2015 Memorandum of Understanding (MOU) for the regional Stormwater Education Program signed by Jeff Hawkins.

Please deliver the MOU to the appropriate person in your jurisdiction to sign and date.

You may return the MOU either by the US Postal Service, or through email. If at all possible the MOU should be returned by the end of the year.

If you have any questions, please let me know. Thank you for your prompt attention to this matter.

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

WHEREAS, eighteen 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

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, 2015 – December 31, 2015), 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 _______________, 2014.

______________________________________ Bentonville

[redacted]________NWARPC
Jeff Hawkins

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 21 MS4 Collaborating Jurisdictions

Jurisdiction	Urbanized Area Population	Total Population	% Urbanized Area Population	$2,000 Base with % Urbanized Area
Greenland	721	1,294	0.24%	$2,418.76
Elm Springs	973	1,535	0.33%	$2,565.12
Cave Springs	969	1,931	0.33%	$2,562.80
Bethel Heights	2,359	2,372	0.80%	$3,370.12
Tontitown	71	2,460	0.02%	$2,041.24
Little Flock	1,742	2,585	0.59%	$3,011.77
Elkins	1,991	2,648	0.67%	$3,156.39
Johnson	3,123	3,354	1.06%	$3,813.86
Prairie Grove	69	4,380	0.02%	$2,040.08
Pea Ridge	4,298	4,794	1.46%	$4,496.31
Farmington	4,964	5,974	1.68%	$4,883.12
Lowell	6,574	7,327	2.23%	$5,818.22
Centerton	9,135	9,515	3.10%	$7,305.67
Bella Vista	22,841	26,461	7.74%	$15,266.20
U of A	5,801	27,503	1.97%	$5,369.26
Bentonville	33,801	35,301	11.45%	$21,631.84
Washington County‡	1,868	203,065	0.63%	$3,084.95
Benton County‡	5,339	221,339	1.81%	$5,100.93
Rogers	54,897	58,895	18.60%	$33,884.54
Springdale	68,088	70,747	23.07%	$41,545.96
Fayetteville	65,457	73,580	22.18%	$40,017.86
Program Totals	**295,081**		**100.00%**	**$213,385.00**

Note: Budget year runs from January 1 through December 31 of each calendar year
* These dollar breakouts assume all jursidictions 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 ______________, 2014.

APPROVED:

____
MAYOR

ATTEST:

____
CITY CLERK

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: November 10, 2014

Submitted by: Mike Churchwell

Department: Transportation

Phone: 271-6840

ACTION REQUIRED:

Council approval of Change Order #2 & Final for reconciliation to the contract with Arco Excavation and Paving, Inc on the NE 2nd St. Drainage Project in the amount of $5,629.35. See attached change order, final pay application, and supporting documents.

COST TO CITY:

Cost of this Request:	$5,629
Additional Budget Amount	

☐ One time amount ☐ Continuing O and M

Previously Budgeted	$	676,500
Funds Expended to Date		646,877
Remaining Budget		29,623
Budget Adjustment		-
Remaining After Adjustment	$	29,623

MC — Department Head — Date: 10/30/2014

CT — Staff Attorney — Date: 11/5/14

Purchasing Agent — Date:

BDM — Mayor — Date: 11/06/14

DL — Finance Director — Date: 11-5-14

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

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

PLEASE RECYCLE

civil engineering
landscape architecture
land planning
surveying

SAND CREEK
Engineering and Landscape Architecture, Inc.
Bentonville, Arkansas (479) 464-9282

RECONCILIATION CHANGE ORDER

Change Order No 2 FINAL

Date of Issuance: 10/29/2014 | Effective Date: ______

Project: NE 2ND Street Drainage Improvements	Owner: City of Bentonville	Owner's Contract No: City Bid #14-25
Contract: Contract Document 00500 of the Bid Documents		Date of Contract: 5/27/2014
Contractor: ARCO Excavation and Paving		Engineer's Project No: SCE #13052

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

Description:
Remove Requirement to Stain Retaining Wall, (Credit $4,500.00).
Added ±44 of DIF Water Line Installation, ($1,401.01).
Added Extra Work for Rails and End Caps, ($1,440.00).

Attachments (list documents supporting change):
Final Pay Application

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 569,532.13	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days): ______ Ready for final payment (days): ______
Increase / Decrease from previously approved $ 7,288.34	Increase / Decrease from previously approved Change Orders Substantial completion (days): ______ Ready for final payment (days): ______
Contract Price Prior to this Change Order: $ 576,820.47	Contract Times prior to this Change Order: Substantial completion (days): ______ Ready for final payment (days): ______
Increase / Decrease of this Change Order: $ [1,658.99]	Increase / Decrease of this Change Order: Substantial completion (days): ______ Ready for final payment (days): ______
Contract Price incorporating this Change Order: $ 575,161.48	Contract Times with all approved Change Orders: Substantial completion (days): ______ Ready for final payment (days): ______

RECOMMENDED: | ACCEPTED:

[redacted] By: ______
Owner (Authorized Signature)

Date: 10/29/14 | Date: ______

Approved by Funding Agency (if applicable): ______

G702 **APPLICATION and CERTIFICATE for PAYMENT**

To: City Of Bentonville

From: Arco Excavation & Paving
10287 E Hwy 72
Bentonville, AR 72712

Contract For: Earthwork, water, storm, paving

Project: 2nd Street drainage improvements
Sandcreek Project# 13052
Arco Job# 5042

Via Engineer: Sandcreek

Application No: Final/ Rec C/O
App. Date: October 29, 2014
Period to:
Project No: 13052
Contract Date: June 9, 2014

Distribution to:
☒ OWNER
☐ CONSTRUCTION MGR.
☒ ENGINEER
☐ CONTRACTOR
☐ OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM		569,532.13
2. Net Change By Change Orders		5,629.35
3. CONTRACT SUM TO DATE		575,161.48
4. TOTAL COMPLETED AND STORED TO DATE		575,161.48
5. RETAINAGE:		
a. 10% of Completed Work	0.00	
b. of Stored Material	0.00	
TOTAL RETAINAGE		0.00
6. TOTAL EARNED LESS RETAINAGE		575,161.48
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		560,168.22
8. CURRENT PAYMENT DUE		14,993.26
9. BALANCE TO FINISH, INCLUDING RETAINAGE		0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	7,288.34	0.00
Total approval this Month	0.00	1,658.99
TOTALS	7,288.34	1,658.99
NET CHANGES by Change Order	5,629.35	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Arco Excavation And Paving

B[redacted] Date: October 29, 2014

State of: Arkansas County of: Benton

Subscribed and sworn before me this 29th day of October 2014

Tony White personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

[redacted] expires: 4-16-2022

ENGINEERS'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner ... of the Engineers knowledge, information and belief ... quality of the Work is in accordance with the Contract ... Contractor is entitled to payment of the AMOUNT CERTIFIED.

SHANNON RUSSOM
NOTARY PUBLIC, STATE OF ARKANSAS
COUNTY OF BENTON
MY COMMISSION EXPIRES APRIL 16, 2022
COMMISSION # 12387398

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

[redacted] /29/14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should use an original document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

CONTINUATION SHEET G703 PROJECT: 2nd Street drainage improvements Arco Excavation & Paving

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: Final/ Rec C/O
App. Date: October 29, 2014
Period to:
Project No: 13052

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Schedule of Values	Work Completed: From Previous Application(s)	Work Completed: This Period	Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
1	Mobilization - MO	4,000.00	4,000.00	0.00		4,000.00	100.00	0.00	0.00
CO 1	Wall Adjust for extra block	7,288.34	7,288.34	0.00		7,288.34	100.00	0.00	0.00
2	Cut (stockpile select material) - EW	40,702.50	40,702.50	0.00		40,702.50	100.00	0.00	0.00
CO 2	- for stain, + for waterline and labor rails	-1,658.99		-1,658.99		-1,658.99	100.00	0.00	0.00
3	Select Fill - EW	15,080.00	15,080.00	0.00		15,080.00	100.00	0.00	0.00
4	Clearing and Grubbing - EW	9,020.00	9,020.00	0.00		9,020.00	100.00	0.00	0.00
5	Tree Removal <12" - DM	3,000.00	3,000.00	0.00		3,000.00	100.00	0.00	0.00
6	Tree Removal >12" - DM	9,594.00	9,594.00	0.00		9,594.00	100.00	0.00	0.00
7	Trench Safety - SD	3,960.00	3,960.00	0.00		3,960.00	100.00	0.00	0.00
8	Miscellaneous Concrete Demo - DM	13,755.00	13,755.00	0.00		13,755.00	100.00	0.00	0.00
9	Remove & Dispose Asphalt - DM	8,092.00	8,092.00	0.00		8,092.00	100.00	0.00	0.00
10	Asphalt Milling - DM	5,670.00	5,670.00	0.00		5,670.00	100.00	0.00	0.00
11	Class 7 Base Course - AS	3,802.50	3,802.50	0.00		3,802.50	100.00	0.00	0.00
12	HMAC Paving - AS	19,661.75	19,661.75	0.00		19,661.75	100.00	0.00	0.00
13	Concrete Driveway - CN	8,548.75	8,548.75	0.00		8,548.75	100.00	0.00	0.00
14	Curb & Gutter - CN	7,276.50	7,276.50	0.00		7,276.50	100.00	0.00	0.00
15	Traffic Control - MO	14,685.00	14,685.00	0.00		14,685.00	100.00	0.00	0.00
16	Thermoplastic Striping - AS	714.00	714.00	0.00		714.00	100.00	0.00	0.00
17	Concrete Sidewalk - CN	12,524.40	12,524.40	0.00		12,524.40	100.00	0.00	0.00
18	Fine Grade, Seed, And Mulch - EW	7,205.00	7,205.00	0.00		7,205.00	100.00	0.00	0.00
19	Concrete Flume - CN	5,311.60	5,311.60	0.00		5,311.60	100.00	0.00	0.00
	PAGE 1 TOTAL:	198,232.35	199,891.34	-1,658.99		198,232.35	100.00	0.00	0.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: Final/ Rec C/O
App. Date: October 29, 2014
Period to:
Project No: 13052

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Schedule of Values	Work Completed: From Previous Application(s)	Work Completed: This Period	Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
20	Ready Rock Retaining Wall - EW	142,875.00	142,875.00	0.00		142,875.00	100.00	0.00	0.00
21	Ready Rock Fence Columns - EW	12,607.50	12,607.50	0.00		12,607.50	100.00	0.00	0.00
22	Fence Railing - EW	7,770.00	7,770.00	0.00		7,770.00	100.00	0.00	0.00
23	Stone Backfill - UT	10,044.35	10,044.35	0.00		10,044.35	100.00	0.00	0.00
24	Striping - AS	1,190.00	1,190.00	0.00		1,190.00	100.00	0.00	0.00
25	Remove & Dispose Culverts and Pipes -	5,544.00	5,544.00	0.00		5,544.00	100.00	0.00	0.00
26	J-Box - SD	6,400.00	6,400.00	0.00		6,400.00	100.00	0.00	0.00
27	Curb Inlet (w/1 Extension) - SD	3,600.00	3,600.00	0.00		3,600.00	100.00	0.00	0.00
28	Curb Inlet (w/4 Extensions) - SD	13,916.00	13,916.00	0.00		13,916.00	100.00	0.00	0.00
29	Grated Inlet Box - SD	3,260.00	3,260.00	0.00		3,260.00	100.00	0.00	0.00
30	RCB - SD	27,840.00	27,840.00	0.00		27,840.00	100.00	0.00	0.00
31	RCP - SD	22,961.70	22,961.70	0.00		22,961.70	100.00	0.00	0.00
32	Full Depth Stone Backfill - SD	7,885.00	7,885.00	0.00		7,885.00	100.00	0.00	0.00
33	Straw Wattle - EW	1,462.50	1,462.50	0.00		1,462.50	100.00	0.00	0.00
34	Inlet Protection - EW	3,000.00	3,000.00	0.00		3,000.00	100.00	0.00	0.00
35	Concrete Washout - CN	650.00	650.00	0.00		650.00	100.00	0.00	0.00
36	Temp. Water Control Devices - EW	5,800.00	5,800.00	0.00		5,800.00	100.00	0.00	0.00
37	Sod - EW	10,200.00	10,200.00	0.00		10,200.00	100.00	0.00	0.00
38	6" Waterline - UT	3,822.00	3,822.00	0.00		3,822.00	100.00	0.00	0.00
39	Full Depth Stone Backfill - UT	665.00	665.00	0.00		665.00	100.00	0.00	0.00
40	Relocate Existing Hydrant - UT	2,000.00	2,000.00	0.00		2,000.00	100.00	0.00	0.00
	PAGE 2 TOTAL:	293,493.05	293,493.05	0.00		293,493.05	100.00	0.00	0.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Application No: Final/ Rec C/O
App. Date: October 29, 2014
Period to:
Project No: 13052

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Schedule of Values	Work Completed From Previous Application(s)	Work Completed This Period	Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
41	Temp Cap Existing Waterline - UT	1,600.00	1,600.00	0.00		1,600.00	100.00	0.00	0.00
42	Valve - UT	2,700.00	2,700.00	0.00		2,700.00	100.00	0.00	0.00
43	Corp Stops - UT	920.00	920.00	0.00		920.00	100.00	0.00	0.00
44	4" Sch. 40 Conduit - UT	8,829.75	8,829.75	0.00		8,829.75	100.00	0.00	0.00
45	4" Sch 40 Elbow - UT	260.00	260.00	0.00		260.00	100.00	0.00	0.00
46	2" Sch 40 Conduit - UT	4,209.00	4,209.00	0.00		4,209.00	100.00	0.00	0.00
47	2" Sch 40 Elbow - UT	560.00	560.00	0.00		560.00	100.00	0.00	0.00
48	Full Depth Backfill (Under Pavement) - UT	810.00	810.00	0.00		810.00	100.00	0.00	0.00
49	Street Light Foundation - CN	2,500.00	2,500.00	0.00		2,500.00	100.00	0.00	0.00
50	Topsoil - TS	431.25	431.25	0.00		431.25	100.00	0.00	0.00
51	Mulch - EW	562.50	562.50	0.00		562.50	100.00	0.00	0.00
52	Landscaping Plants/Trees - EW	22,203.00	5,550.75	16,652.25		22,203.00	100.00	0.00	0.00
53	Bentonville Plague Foundation - CN	730.00	730.00	0.00		730.00	100.00	0.00	0.00
54	Performance Bond - MO	5,250.00	5,250.00	0.00		5,250.00	100.00	0.00	0.00
55	Payment Bond - MO	5,250.00	5,250.00	0.00		5,250.00	100.00	0.00	0.00
56	Bid Bond - MO	26,620.58	26,620.58	0.00		26,620.58	100.00	0.00	0.00
	PAGE 3 TOTAL:	83,436.08	66,783.83	16,652.25		83,436.08	100.00	0.00	0.00
	GRAND TOTAL:	575,161.48	560,168.22	14,993.26		575,161.48	100.00	0.00	0.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: November 10, 2014

Submitted by: Mike Churchwell

Department: Transportation

Phone: 271-6840

ACTION REQUIRED:

Council approval of a resolution extending the 2013 annual street striping contract with Time Striping for the year 2014 at previously bid unit prices and increasing the 2014 contract amount to $30,516.00. See attached memo and supporting documents.

COST TO CITY:

Cost of this Request:	$30,516
Additional Budget Amount	

☑ One time amount ☐ Continuing O and M

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

MC — Department Head — Date 11-5-14

Staff Attorney — Date

Purchasing Agent — Date

PAM — Mayor — Date 11/06/14

DV — Finance Director — Date 11-6-14

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

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

PLEASE RECYCLE

MEMORANDUM

Date: October 30, 2014

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Extension of Annual Street Striping Contract

This item is a request to extend the 2013 Annual Striping contract with Time Striping, Inc. for the 2014 year at previously bid unit prices and to increase the amount to $30,516.00. See the attached contract agreement , reference the last sentence of the memorandum to Council of 7/15/13 by Kathy Bertschy, which was approved which was approved by Council.

1

Contract Agreement

This Agreement made as of the 23 day of July in the year 2013

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

And the Contractor:

By: Time Striping, Inc.
Contractors License # 0017280414

For the application of approximately TBA Linear Feet of Thermoplastic Pavement Marking and TBA Thermoplastic Left Turn Arrows located within the City of Bentonville for the year 2013.

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 these 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 application of TBA Linear Feet of Thermoplastic Pavement Marking & Thermoplastic Left Turn Arrow Application along City of Bentonville Street Surfaces, as directed in the 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 five (5) calendar days of the receipt of the Notice to Proceed.

The Contractor shall achieve substantial Completion of the entire Work not later than 45 days after the commencement of contract.

Article 4: Contract Sum

The Owner shall pay the Contractor in current funds for the Contractor's performance the Contract sum NOT TO EXCEED twenty five thousand Dollars and 00/100 $ 25,000.00
Subject to the conditions and deductions as 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 23 day of July 2013.

Owner:

City of Bentonville
Arkansas

Contractor:

Time Striping, Inc.

[redacted]

Address for giving notices

Address for giving notices

PO Box 1236
Van Buren, AR 72957
479-474-0452

Memorandum

To: City Council Members

CC: Mayor Bob McCaslin, Denise Land

From: Katherine Bertschy, Purchasing Agent

Date: 7/15/2013

Re: 2013 Thermoplastic Pavement Striping

The City of Bentonville requested bids for materials and labor to apply Thermoplastic Pavement marking to the newly overlayed streets as well as streets in need of new pavement markings throughout the City. The bid was to include 4", 12", & 24" striping as well as turn arrows, and other directional markings. There are two companies in our area that provide this service. Only one of these companies submitted a bid.

Time Striping Inc. of Van Buren Arkansas	**$ .60 per Linear Foot Striping** **$175.00 per Turn Arrow (Left & Right)** **$250.00 per Sharrow** **$250.00 per PED** **$300.00 per X-ing** **$250.00 per Only** **$500.00 per School Zone**

Attached is the listing of quantities for each application.

The Purchasing Office makes the recommendation to award the 2013 Pavement Striping Project bid to Time Striping Inc. of Van Buren Arkansas in an amount not to exceed attached itemized bid amount as attached.

We request that this contract have the option to be renewed for a period of up to two additional years at the same price per unit.

Contract Agreement

This Agreement made as of the __________ day of ______________ in the year 2014

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

And the Contractor: Time Striping
P.O. Box 1236
Van Buren, AR 72957

By: ________________________________
Contractors License # ________________

For the application of Thermoplastic Pavement Marking and other identified Thermoplastic Asphalt pavement markings associated with the 2014 Street marking program, located 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 these 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 application Thermoplastic Pavement Marking & other Thermoplastic Applications along City of Bentonville Street Surfaces, as associated with the 2014 Street marking program.

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 five (5) calendar days of the receipt of the Notice to Proceed.

The Contractor shall achieve substantial Completion of the entire Work not later than 45 days after the commencement of contract.

Article 4: Contract Sum

The Owner shall pay the Contractor in current funds for the Contractor's performance the Contract sum NOT TO EXCEED Thirty Thousand, Five Hundred Fifteen dollars and 60/100 ********** $30,515.60. Subject to the conditions and deductions as 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 ______________ 2014.

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
______________________________ ______________________________ ______________________________	______________________________ ______________________________ ______________________________

RESOLUTION NO. _________

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO EXTEND THE AGREEMENT WITH TIME STRIPING, INC. FOR THE ANNUAL STREET STRIPING PROGRAM AND TO INCREASE THE 2014 CONTRACT PRICE AMOUNT.

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 extend the Agreement with Time Striping, Inc. for the annual Street Striping Program for the year 2014 at the previously bid unit prices and are further authorized to increase the 2014 contract price to $30,516.00 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 ______________, 2014.

APPROVED:

____
MAYOR

ATTEST:

____
CITY CLERK

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: November 10, 2014

Submitted by: Tony Davis

Department: Street

Phone: 271-3130

ACTION REQUIRED:

Council to approve ordinance to waive competitive bid and approve contract with Time Striping, Inc. in the amount of $37,042.80 for the 2014 overlay project. Please see attach memo.

COST TO CITY:

Cost of this Request:	$37,042.80
Additional Budget Amount	$0

☑ One time amount ☐ Continuing O and M

Previously Budgeted	$	39,003.60
Funds Expended to Date		-
Remaining Budget		1,960.80
Budget Adjustment		-
Remaining After Adjustment	$	1,960.80

TD
Department Head — Date 11-4-14

CT
Staff Attorney — Date 11/5/14

Purchasing Agent — Date

BM
Mayor — Date 11/06/14

JM
Finance Director — Date 11-5-14

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

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

PLEASE RECYCLE

REQUEST FOR WAIVER OF BID

Date: 10/30/2014

Requested by: Tony Davis

Department: Street

DESCRIPTION OF REQUEST:

Type of Equipment: Thermoplastic Street Striping

Year & Model:

Serial #

To Be Purchased From: Time Striping
P.O. Box 1236
Van Buren, AR

Amount:	Base Amount:	$ 37,042.80
	Tax:	
	*Other:	
	TOTAL	**$ 37,042.80**

* List all other costs:

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

See attached memo.

TD
Department Head

DL
Director of Finance & Administration

Revised 6-18-99

Bentonville Street Department
501 SE Third Street
Bentonville, AR 72712
Phone: (479) 271-3130

MEMORANDUM

DATE: Nov. 10, 2014

TO: City Council, Mayor McCaslin

FROM: TD Tony Davis, Street Manager

RE: Time Striping, Inc.

On April 22, 2014 the council approved a budget adjustment of $297,324 for the overlay line item. Part of the amount that was included in the overall cost was an estimate of $39,003.60 for the striping of the roads. There is currently a balance of $48,408.86 left in the overlay line item budget.

It has come to my attention that the current contract with Time Striping is for an operation and maintenance account that has a not to exceed amount of $25,000 with unit pricing. The overlay account is a capital account and monies from a capital account cannot be moved to a operation and maintenance account thus there should have been a different contract with Time Striping for the overlay project.

Therefore I ask the City Council to wave competitive bidding and approve a contract amount of $37,042.80 to be paid to Time Striping, Inc. for striping services provided to the City of Bentonville for the overlay project.

Sincerely,

Tony Davis
Street Manager
City of Bentonville

Contract Agreement

This Agreement made as of the ___________ day of _______________ in the year 2014

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

And the Contractor: Time Striping
P.O. Box 1236
Van Buren, AR 72957

By: ____________________________________
Contractors License # ____________________

For the application of approximately Thermoplastic Pavement Marking and other identified Thermoplastic Asphalt pavement markings associated with the 2014 Street overlay project, located 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 these 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 application Thermoplastic Pavement Marking & other Thermoplastic Applications along City of Bentonville Street Surfaces, as associated with the 2014 Street overlay program.

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 five (5) calendar days of the receipt of the Notice to Proceed.

The Contractor shall achieve substantial Completion of the entire Work not later than 45 days after the commencement of contract.

Article 4: Contract Sum

The Owner shall pay the Contractor in current funds for the Contractor's performance the Contract sum NOT TO EXCEED Thirty Seven Thousand, Forty Two dollars and 80/100 ********** $37,042.80. Subject to the conditions and deductions as 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 ______________ 2014.

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
______________________________ ______________________________ ______________________________	______________________________ ______________________________ ______________________________

ORDINANCE NO. _________

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH TIME STRIPING INC. FOR STREET STRIPING ASSOCIATED WITH THE 2014 STREET OVERLAY PROJECT 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 with Time Striping, Inc. in the amount of $37,042.80 for street striping associated with the 2014 Street Overlay Project as set forth in the agreement attached hereto as Exhibit "A".

Section 2: Because Time Striping, Inc. provided such services at the previously bid per unit prices and this is an extension of those services at the same per unit price, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of ______________, 2014.

APPROVED:

____
MAYOR

ATTEST:

____
CITY CLERK

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

THE CITY OF BENTONVILLE

AGENDA FORM

CITY COUNCIL MEETING OF: December 9, 2014

Submitted by: Travis Matlock

Department: Electric

Phone: 271-3135

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into an agreement with Basier Electric to purchase new relays for Substation "H" in the amount of $20,735.00.

COST TO CITY:

Cost of this Request:	$20,735
Additional Budget Amount	

☑ One time amount ☐ Continuing O and M

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

TWM Department Head — Date 11/3/14

Purchasing Agent — Date

DL Finance Director — Date 11-5-14

CT Staff Attorney — Date 11/5/14

BM Mayor — Date 11/06/14

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

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

PLEASE RECYCLE

REQUEST FOR WAIVER OF BID

Date: 11/3/2014

Requested by: Travis Matlock

Department: Electric Department

DESCRIPTION OF REQUEST:

Type of Equipment: Substation Relay for Substation "H"

Year & Model:

Serial #

To Be Purchased From: Basler Electric
10235 West Little York, Suite 159
Houston, TX 77040

Amount:	Base Amount:	$ 20,735.00
	Tax:	
	*Other:	
	TOTAL	**$ 20,735.00**

* List all other costs:

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

Basler Electric provides all the relays for our substations. The relays being replaced are 10-yrs old and once these are replaced, it will bring "H" Sub up to our current relaying standards.

TWM
Department Head

Director of Finance & Administration

Revised 6-18-99

M E M O R A N D U M

DATE: November 3, 2014

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineering Director

RE: **Waiver of Bid for Basler Electric for Substation H relays**

The City of Bentonville recommends waiving the requirements of competitive bidding and entering into an agreement with Basler Electric for the purchase of 7 relays for Substation "H". Basler is the manufacturer of the relays in all the substations that serve the City Of Bentonville. The relays in "H" Sub are 10-yrs old and once these are replaced, "H" Sub will be brought up to the current standard. These are a 2014 budgeted item.

BASLER ELECTRIC
c/o WEISLER & ASSOCIATES, INC.
10235 West Little York, Suite 159
Houston, Texas 77040

DATE: 10/29/2014

☐ **HOUSTON**
PHONE (713) 849-3799
FAX (713) 849-3755

☒ **DALLAS**
PHONE (972) 437-2386
FAX (972) 437-4933

☐ **NEW ORLEANS**
PHONE (985) 951-7076
FAX (985) 951-7078

QUOTATION NUMBER: BE14302KK

COMPANY: Bentonville, City of Electric Utility			CONTACT: Wayman Thurman
ADDRESS: 608 Southeast Third Street			wthurman@bentonvillear.com
CITY : Bentonville	STATE: AR	ZIP:72712	REF: City of Bentonville
PHONE: 479-271-3135			
FAX: 479-271-5994			

TERMS: Net 30 Days upon credit is approved by Basler Electric or Credit Card Basler Electric Terms and Conditions shall apply	VALIDITY: 30 Days
F.O.B.: FACTORY (Highland, IL)	FREIGHT: PPD & ADD

ITEM	QTY.	DESCRIPTION / PART NO.	PRICE EACH	EXTENDED	DELIVERY
1	7	BE1-11 F/5/A/1/M/4/J/2/N/0/E/0/00 Feeder Protection System Weight-5.1 lbs.	$2,825.00	$19,775.00	2-4 weeks to ship ARO.
2	8	P/N: TBD Mounting Adapter plates with customer designated locations for holes and ID nameplates.	$120.00	$960.00	TBD based on approval drawings

Final actual lead-times are subject to prior sale, total manufacturing load, and the availability of material

*This **quotation** is subject to the **final approval** of **Basler Electric Company***

Quoted By: Cassie Olivier ***Sales Representative: Kevin Krueger***

ORDINANCE NO. _________

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH BASLER ELECTRIC FOR CERTAIN EQUIPMENT FOR ELECTRIC SUBSTATION "H" 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 with Basler Electric for Substation Relay Equipment for Electric Substation "H" in the amount of $20,735.00 plus applicable tax as set forth in the proposal attached hereto as Exhibit "A".

Section 2: Because this is a single source item and because uniformity in equipment promotes safety and efficiency in critical Electric Utility operations, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of ______________, 2014.

APPROVED:

____
MAYOR

ATTEST:

____
CITY CLERK