



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, December 9, 2014 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, December 9, 2014 6:00 p.m.
305 SW "A" Street**

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

AGENDA

1. Planning:
- 1a. **Robert Cessario: Property Line Adjustment, Dimmit/Evans Addition, 1102 Northeast 'J' Street, Zoned A-1.**

(Pages 7-10)

The planning commission voted 5-0 recommending approval.

The applicant is proposing to adjust the property line that currently divides the Dimmit and Evans Addition. The existing subdivision line will be removed to create new Lot 3 (4.03 acres) and Lot 4 (7.85 acres) of the Dimmit Addition subdivision. All easements and right of way per the master street plan are being dedicated along Northeast J Street.

- 1b. **HCL, LLC: Rezoning, Southwest Regional Airport Boulevard and Southwest 'H' Street, Rezoning from A-1, Agricultural to C-3 Central Commercial.**

(Pages 11-17)

The planning commission voted 5-0 recommending approval.

The applicant has requested a zone change from A-1, Agricultural to C-3, Central Commercial with plans to split the property into smaller commercial lots.

- 1c. **Daniel Hintz and Bike Rack Re-Development: Rezoning, 404 & 406 Southwest 'B' Street, Zoned R-1.**

(Pages 18-23)

The planning commission voted 5-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to DE, Downtown Edge in order to support the growing Arts District in this location by providing housing, to attract residents to this district.

- 1d. **Lamplighter Restorations: Rezoning, 200 SE 'B' Street, Zoned R-1, Single Family Residential.**

(Pages 24-29)

The planning commission voted 5-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to DE, Downtown Edge, to accommodate the plans to remove the existing home and build a mixed use building on the property.

- 1e. **Lamplighter Restoration: Lot Split, Lots 12 & 13, Block 4 Railroad Addition, 200 Southeast 'B' Street, Zoned R-1.**

(Pages 30-34)

The planning commission voted 5-0 recommending approval.

The applicant as submitted a lot split of Lot 1 Block 4 Railroad Addition. The applicant is proposing to create two lots to be known as Lot 12 (0.40 acres) and Lot 13 (0.136 acres) of Block 4, Railroad Addition from existing Lot 1. Additional right of way is being dedicated along Southeast 'B' Street and Southeast 2nd Street per the Master Street Plan.

- 1f. **HCL, LLC: Lot Split, Lots 12 & 13 Eversole Addition, Southwest Regional Airport Boulevard and Southwest 'H' Street, Zoned A-1.**

(Pages 35-39)

The planning commission voted 5-0 recommending approval.

The applicant has submitted a Lot Split of Lot 3 Eversole Addition to be known as Lot 12 (1.75 acres) and Lot 13 (2.15 acres) of the Eversole Addition. The applicant is proposing to dedicate a 20 foot utility easement in the southwest corner of Lot 12 and a 24 foot access easement running along the west side of Lot 12. Another 20 foot utility easement and a 24 foot cross-access easement between Lots 12 and 13 are being provided in the southeast corner of Lot 12. Right of Way currently exists per the Master Street Plan.

2. A resolution certifying the amount of liens to be placed on certain properties for the City of Bentonville's costs associated with mowing and weed removal on said properties. (Pages 40-42)

3. Approve resolution setting public hearing regarding the placement and amount of liens to be placed on certain properties for mowing and remediating unsanitary and unsightly conditions. This process is mandated by State law. The City has been forced to take action to remediate weeds and tall grass and other unsightly conditions at the subject properties. Code Enforcement advised

the property owners of the violation and requested that they take action prior to the City stepping in to take action. Property owners have also been advised of the costs and that a lien would be placed on the properties if the costs were not paid. All property owners have been invoiced and failed to pay as of the date this item is submitted. **(Pages 43-44)**

4. Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with McClelland Consulting Engineers, Inc. to provide engineering design services for intersection improvements at North Walton Boulevard and Tiger Boulevard/12th Street to meet traffic demand and capacity for a ceiling price of \$151,815.67. The services to be provided include engineering design, environmental review, and preliminary utilities. This is funded in part by a federal grant from the Surface Transportation Program – Attributable (STP-A) program in the amount up to \$132,444.00. The federal grant requires the City to contribute 20% toward the total costs, which is \$30,363.13. **(Pages 45-89)**
5. Staff is seeking a resolution for the Mayor and City Clerk to enter into an amendment with CEI Engineering Associates, Inc. This amendment is for Construction Observation Services for the North Walton Multi-Use Trail Project. **(Pages 90-94)**
6. Recommend Mayor and City Council award the 6-month blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$329,150.36. Items will be ordered on an ‘as needed’ basis. **(Pages 95-106)**
7. Recommend Mayor and City Council award the 6-month blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$51,076.00. Items will be ordered on an ‘as needed’ basis. **(Pages 107-109)**
8. Recommend Mayor and City Council award the 6-month blanket bid for water materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$222,612.39. Items will be ordered on an ‘as needed’ basis. **(Pages 110-118)**
9. 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 \$165,025.00. Items will be ordered on an ‘as needed’ basis. **(Pages 119-121)**
- 10a. Request for approval of a waiver of bid for the Mayor and City Clerk to enter into a contract with Foster Roofing for the replacement of the roof of the District Court building in the amount of \$30,268.00. **(Pages 122-126)**
- 10b. District Court requests a budget adjustment to cover the cost of replacement of the District Court roof. **(Pages 127-128)**
- 11a. Staff requests Council approval of Change Order #2 for Rosetta Construction, LLC for a total increase of \$248,712.00 and an increase of 180 days contract time for the Bella Vista Bypass utility relocation project. **(Pages 129-132)**
- 11b. Council approval of a budget adjustment to cover cost increase of Change Order #2 for Rosetta Construction, LLC in an amount of \$248,712.00. Funds are

from Wastewater set-aside, Electric Department funds and AHTD reimbursements. **(Pages 133-135)**

12. Council approval of Mayor McCaslin's recommendation to appoint Chad Evans (Term to expire 12/31/17) and Thomas Butrynski (Filling Jeff Genova's unexpired term to expire 12/31/15) as new appointments to Parks and Recreation Advisory Board. Mayor McCaslin also recommends reappointment of Amy Davis and Holly Hook to the Parks and Recreation Advisory Board. (Terms to expire on 12/31/17) **(Pages 136-146)**
13. Request the City Council approval the 2015 City of Bentonville Pay Plan. Attached is the list of changes to the pay plan, plus the budgeted COLA and Merit Increase numbers. There are no additional costs associated with these pay plan changes. All cost adjustments were contained in the 2015 City budget. **(Pages 147-149)**
14. Approval of waiver of bid for vehicle insurance premiums through the Arkansas Municipal League at no increase in the premium cost. Coverage period is January 1, 2015 through December 31, 2015 at the rate of .5% of insured value plus \$100 for liability per vehicle, \$200 for ambulance. **(Pages 150-152)**

**City Council
Agenda
December 9, 2014**

Robert Cessario: Property Line Adjustment, Dimmit/Evans Addition, 1102 Northeast 'J' Street, Zoned A-1.

The planning commission voted 5-0 recommending approval.

The applicant is proposing to adjust the property line that currently divides the Dimmit and Evans Addition. The existing subdivision line will be removed to create new Lot 3 (4.03 acres) and Lot 4 (7.85 acres) of the Dimmit Addition subdivision. All easements and right of way per the master street plan are being dedicated along Northeast J Street.

HCL,LLC: Rezoning, Southwest Regional Airport Boulevard and Southwest 'H' Street, Rezoning from A-1, Agricultural to C-3 Central Commercial.

The planning commission voted 5-0 recommending approval.

The applicant has requested a zone change from A-1, Agricultural to C-3, Central Commercial with plans to split the property into smaller commercial lots.

Daniel Hintz and Bike Rack Re-Development: Rezoning, 404 & 406 Southwest 'B' Street, Zoned R-1.

The planning commission voted 5-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to DE, Downtown Edge in order to support the growing Arts District in this location by providing housing, to attract residents to this district.

Lamplighter Restorations: Rezoning, 200 SE 'B' Street, Zoned R-1, Single Family Residential.

The planning commission voted 5-0 recommending approval.

The applicants have requested a rezoning from R-1, Single Family Residential to DE, Downtown Edge, to accommodate the plans to remove the existing home and build a mixed use building on the property.

Lamplighter Restoration: Lot Split, Lots 12 & 13, Block 4 Railroad Addition, 200 Southeast 'B' Street, Zoned R-1.

The planning commission voted 5-0 recommending approval.

The applicant as submitted a lot split of Lot 1 Block 4 Railroad Addition. The applicant is proposing to create two lots to be known as Lot 12 (0.40 acres) and Lot 13 (0.136 acres) of Block 4, Railroad Addition from existing Lot 1. Additional right of way is being dedicated along Southeast 'B' Street and Southeast 2nd Street per the Master Street Plan.

HCL, LLC: Lot Split, Lots 12 & 13 Eversole Addition, Southwest Regional Airport Boulevard and Southwest 'H' Street, Zoned A-1.

The planning commission voted 5-0 recommending approval.

The applicant has submitted a Lot Split of Lot 3 Eversole Addition to be known as Lot 12 (1.75 acres) and Lot 13 (2.15 acres) of the Eversole Addition. The applicant is proposing to dedicate a 20 foot utility easement in the southwest corner of Lot 12 and a 24 foot access easement running along the west side of Lot 12. Another 20 foot utility easement and a 24 foot cross-access easement between Lots 12 and 13 are being provided in the southeast corner of Lot 12. Right of Way is currently existing per the Master Street Plan.

Planning Commission Staff Report
Property Line Adjustment: Dimmit/Evans Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Beau Thompson, Planner
PC DATE: December 2, 2014

GENERAL INFORMATION:

H.T.E. Project Number: 14-07000034

Applicant: Robert Cessario

Representative: Alan Reid

Requested Action: Property Line Adjustment Approval

Location: 1102 Northeast J' Street

Existing Zoning: A-1, Agricultural

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant is proposing to adjust the property line that currently divides the Dimmit and Evans Addition. The existing subdivision line will be removed to create new Lot 3 (4.03 acres) and Lot 4 (7.85 acres) of the Dimmit Addition subdivision. All easements and right of way per the master street plan are being dedicated along Northeast J Street.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	A-1, Agricultural and R-E, Residential Estate	Low Density Residential
South	A-1, Agricultural and R-1, Single Family Residential	Low Density Residential
East	A-1, Agricultural	Low Density Residential
West	A-1, Agricultural and R-1, Single Family Residential	Low Density Residential and Residential Estate

STREETS

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

TRAFFIC FINDINGS:

- (a) Traffic data for the nearest intersections are as follows: N/A.
- (b) Traffic summary software predicts the additional traffic for this project is: N/A.

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; the two properties affected are currently the sites of one vacant lot and a single family dwelling with two barns.

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

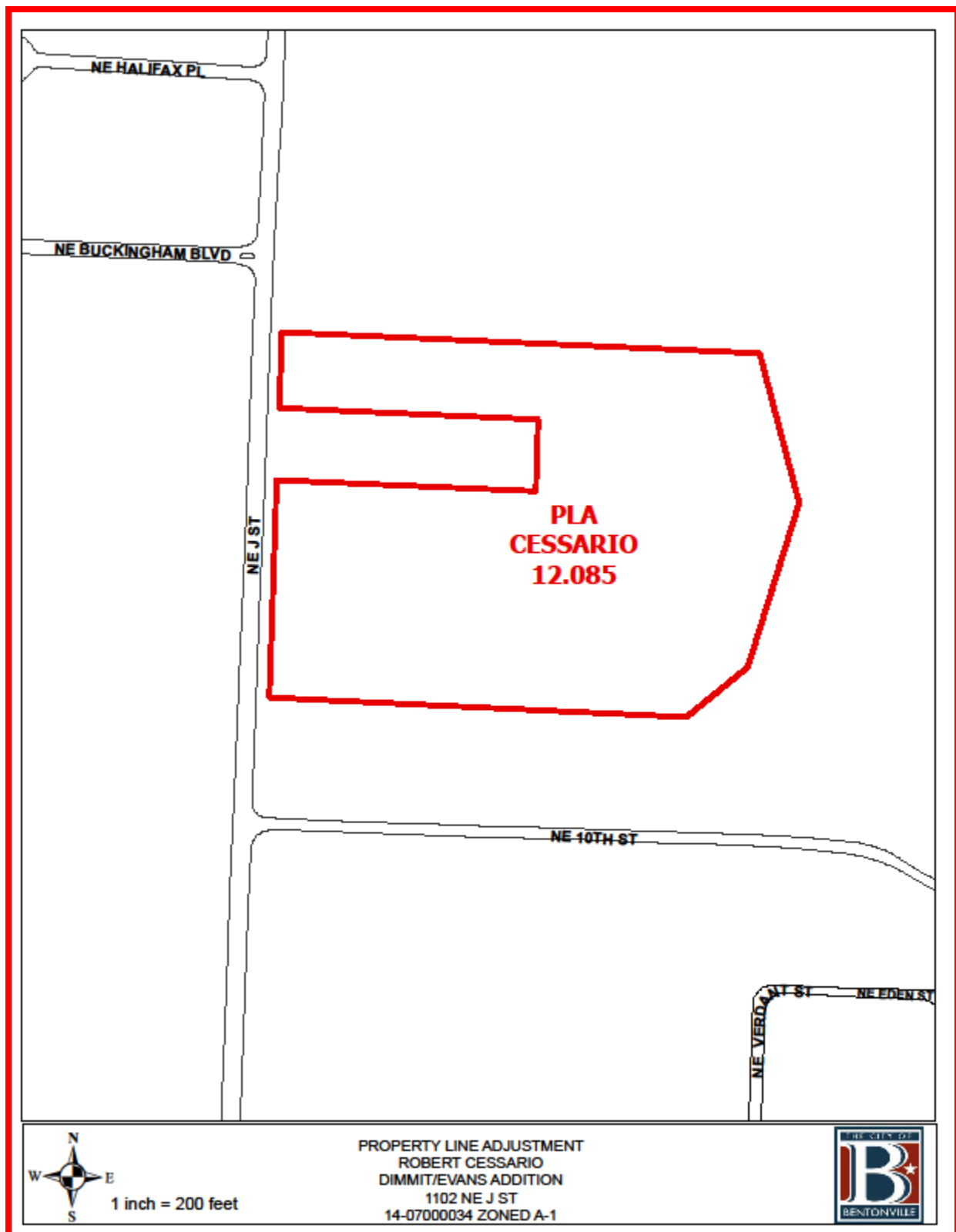
Water / Sewer: Per the G.I.S. site, water and sewer are available at this location.

Waiver(s): N/A

Analysis / Conclusion: This property line adjustment **DOES** meet the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends this item be **APPROVED**.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF DIMMIT/EVANS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Dimmit/Evans Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 2nd day of December, 2014 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 of 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 Dimmit/Evans 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 _____, 2014

ATTEST

APPROVED

CITY CLERK

MAYOR



PC Meeting of: December 2, 2014

The City of Bentonville, Arkansas

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3126
Fax: (479) 271-5906

REZONING: HCL, LLC (A-1, Agricultural to C-3, Central Commercial)
Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: December 2, 2014

GENERAL INFORMATION

H.T.E. Project Number: 14-09000027
Applicant/Current Owner: HCL, LLC
Representative: Crafton Tull
Requested Action: Rezoning
Location: Southwest Regional Airport Boulevard and Southwest 'H' Street
Existing Zoning: A-1, Agricultural
Proposed Zoning: C-3, Central Commercial
Future Land Use Map Designation: Mixed Use

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently a vacant lot in a developing mix use area.

Previous Rezoning Requests for this Property: There are no known rezoning's for this property.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Vacant lot/Church	C-2, General Commercial	Commercial
South	Vacant lot	C-3, Central Commercial	Mixed Use
East	Vacant lot/Gas Station	PUD, Planned Unit Development	Mixed Use
West	Vacant lot/Restaurant	C-3, Central Commercial	Mixed Use

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	Southwest Regional Airport Boulevard	Arterial	5 lane asphalt including turn lane, curb, and gutter
South			
East	Southwest 'H' Street	Arterial	2 lane asphalt
West			

LEGAL NOTIFICATIONS

Public Notice: On **October 29, 2014** the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Edition on **November 3, 2014**. In addition, staff posted a notice of public hearing sign on the property on **November 17, 2014**. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff: The C-3, Central Commercial zoning classification is a recommended zoning for the Mixed Use land designation with the City of Bentonville General Plan.

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff: The transportation infrastructure will not be adversely affected by the uses permitted in the C-3 zone. The proposed zoning change is located along a major arterial street and within close proximity to a north to south artery.

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

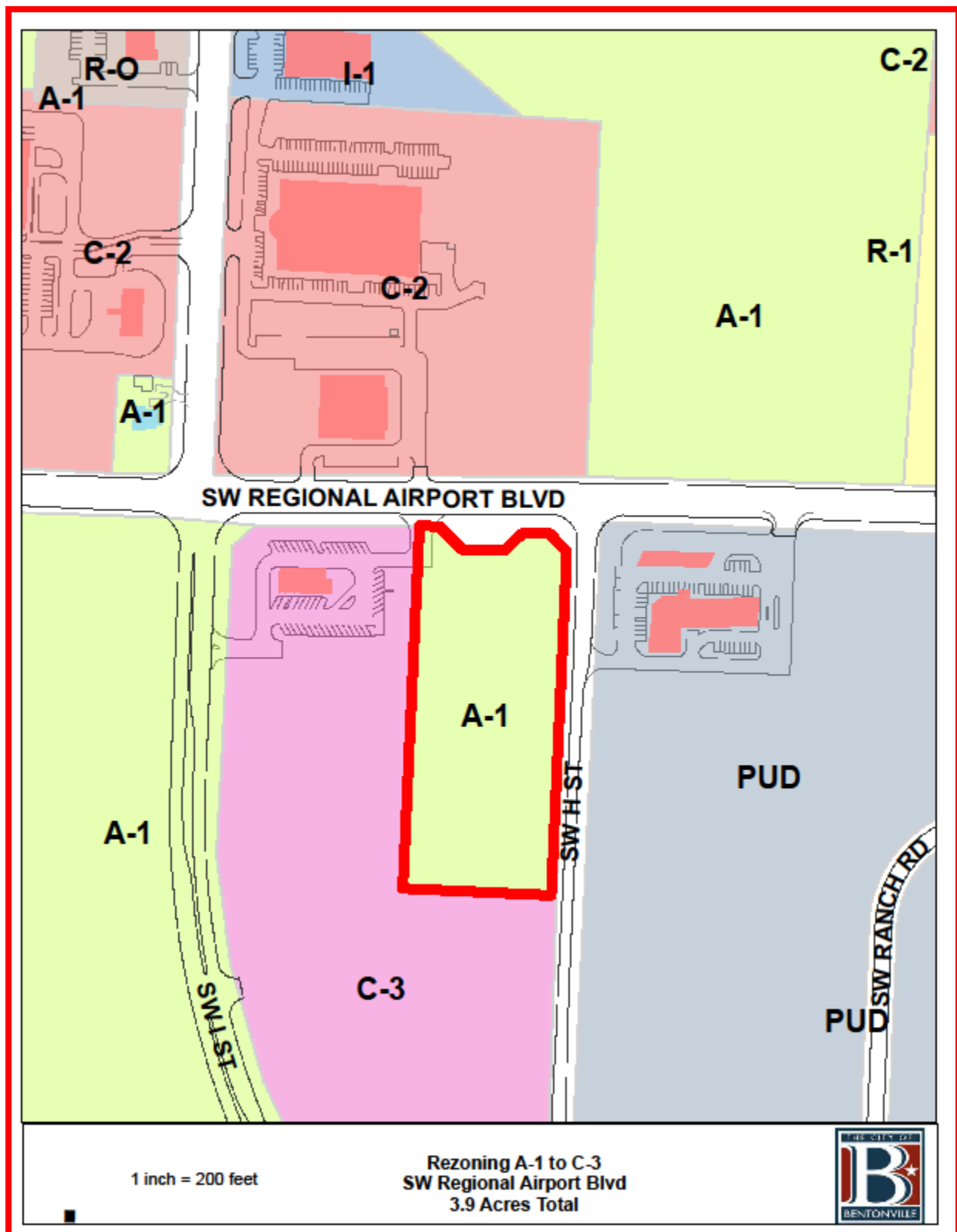
Finding(s) of Staff: The proposed zoning will not cause an undesirable increase to public infrastructure. A fire station is currently under construction within close proximity to the site. Water and sewer is adequate for the uses allowed within the C-3 zoning classification.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request **IS** consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Mixed Use. The C-3 zoning classification allowed for a mix of uses which according to the General Plan will decrease traffic congestion and increase public amenities. The proposed zoning district will also increase vitality in the area. The synergy created by the characteristics of mixed use development generally increases the activity in the area. The intersection of Southwest I Street and Southwest Regional Airport Road is identified as an activity node with the general plan. The C-3 zoning and a mixed uses is an important component to creating the node.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from **A-1, Agricultural to C-3, Central Commercial**.





Crafton Tull

architecture | engineering | surveying

Conway
Little Rock
Oklahoma City
Rogers
Russellville
Tulsa

October 27, 2014

Planning Department
City of Bentonville, AR
305 SW "A" Street
Bentonville, AR

Re: Proposed Rezoning of Lot 3 of Eversole Addition - SW Regional Airport & SW "H" Street

Dear Planning Department:

The owner of this property is requesting that this property be rezoned from A-1 to C-3 as noted below:

- The owner of this property, HCL, LLC, plans to split this property into additional smaller tracts for sales purposes for commercial development on each lot. The owner currently has a contract for selling the north portion of the existing property for use as a professional dental office and clinic. Concurrent with this rezoning application, another engineering firm is submitting to the city a Large Scale Development Plan for the clinic.
- Our office has previously submitted a Lot Split Plat for the north portion of the property as mentioned above for a professional dental office. During the planning review of the lot split the city staff has stated that "The lot split does not meet bulk and area requirements of a minimum of 5 acres for the existing A-1 zoning. Must re-zone property to a C-3 or C-2 zoning designation". Based on the city review comments the owner is requesting the rezoning of the property in order to continue with the lot split approval process.
- The adjacent city property to the west and south is currently zoned C-3, and the property to the east is a Commercial PUD. The property to the north along SW Regional Airport Blvd is zoned A-1 and is currently used for commercial purposes. An existing McDonald's restaurant is contiguous to this property at the northwest corner and there is an existing gas station and convenience store to the east on the east side of SW "H" Street.
- The use of the property will be for commercial development and the amount of traffic will vary depending on the type of commercial businesses that develop on the lots after the lot split and sale of the lots. The proposed dental office on the north lot will generate low traffic on the adjacent streets. The signage and appearance of the future commercial



development on these lots is unknown at this time, but their developmental plans are required to be reviewed and approved by the city prior to any new construction to insure consistency with current planning regulations.

- Existing 8" water and sewer mains are on or adjacent to the property. There is an existing sewer main on the east side of SW "H" Street that is available for extension to this property as well as an 8" sewer line to the west side of this site located on city property. There is an existing water line and fire hydrant located on the west edge of this property that is available for water extension.

Thank you for your consideration for the requested rezoning of this property.

Crafton, Tull & Associates, Inc.



Al Harris, PS

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO DE, DOWNTOWN EDGE.

WHEREAS, Daniel Hintz and Bike Rack Re-Development duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification to DE, Downtown Edge property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Lot 7, Block 2, Hollands Addition(a/k/a TJ Hollands Addition) City of Bentonville, Benton County, Arkansas, as shown in Plat Book 31, Page 197

And

Lot 3, Block 10, Dunn and Davis Addition, City of Bentonville, Benton County, Arkansas, as shown in Plat Book B Page 117.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 2nd day of December 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to DE property;

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

Section 1: That the above described real property is hereby changed from its present classification to DE property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR

The City of Bentonville, Arkansas

REZONING: Hintz/Bike Rack Re-Development (R-1, Single Family Residential to DE, Downtown Edge)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: December 2, 2014

GENERAL INFORMATION

H.T.E. Project Number: 14-09000028

Applicant/Current Owner: Daniel Hintz and Bike Rack Re-Development

Representative: Jake Newell

Requested Action: Rezoning

Location: 404 & 406 Southwest 'B' Street

Existing Zoning: R-1, Single Family Residential

Proposed Zoning: DE, Downtown Edge

Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently the location of a single family dwelling and a vacant lot in a developed residential area.

Previous Rezoning Requests for this Property: There are no known rezoning's for this property.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single family dwelling	R-C3, Central Residential – High Density	Downtown Mixed Use Residential
South	Single family dwelling	DE, Downtown Edge	Downtown Mixed Use Residential
East	Mixed Use	DC, Downtown Core	Mixed Use
West	Single family dwelling	R-1, Single Family Residential	Downtown Mixed Use Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North			

South	Southwest 5th Street	Local	2 lane asphalt
East	Southwest 'B' Street	Local	2 lane asphalt
West			

LEGAL NOTIFICATIONS

Public Notice: On **October 30, 2014** the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Edition on **November 3, 2014**. In addition, staff posted a notice of public hearing sign on the property on **November 17, 2014**. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff: The property is currently designated as downtown mixed use residential. The D-E, Downtown Edge zoning classification is a recommended zoning for the designation. The Downtown edge zoning will act as a good transition zone between the high density mixed use to the east and the single family residential to the west.

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff: The D-E zoning classification will not cause an undesirable condition to the existing traffic situation. Street improvement and traffic flows will be assessed at time of Large Scale Development.

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

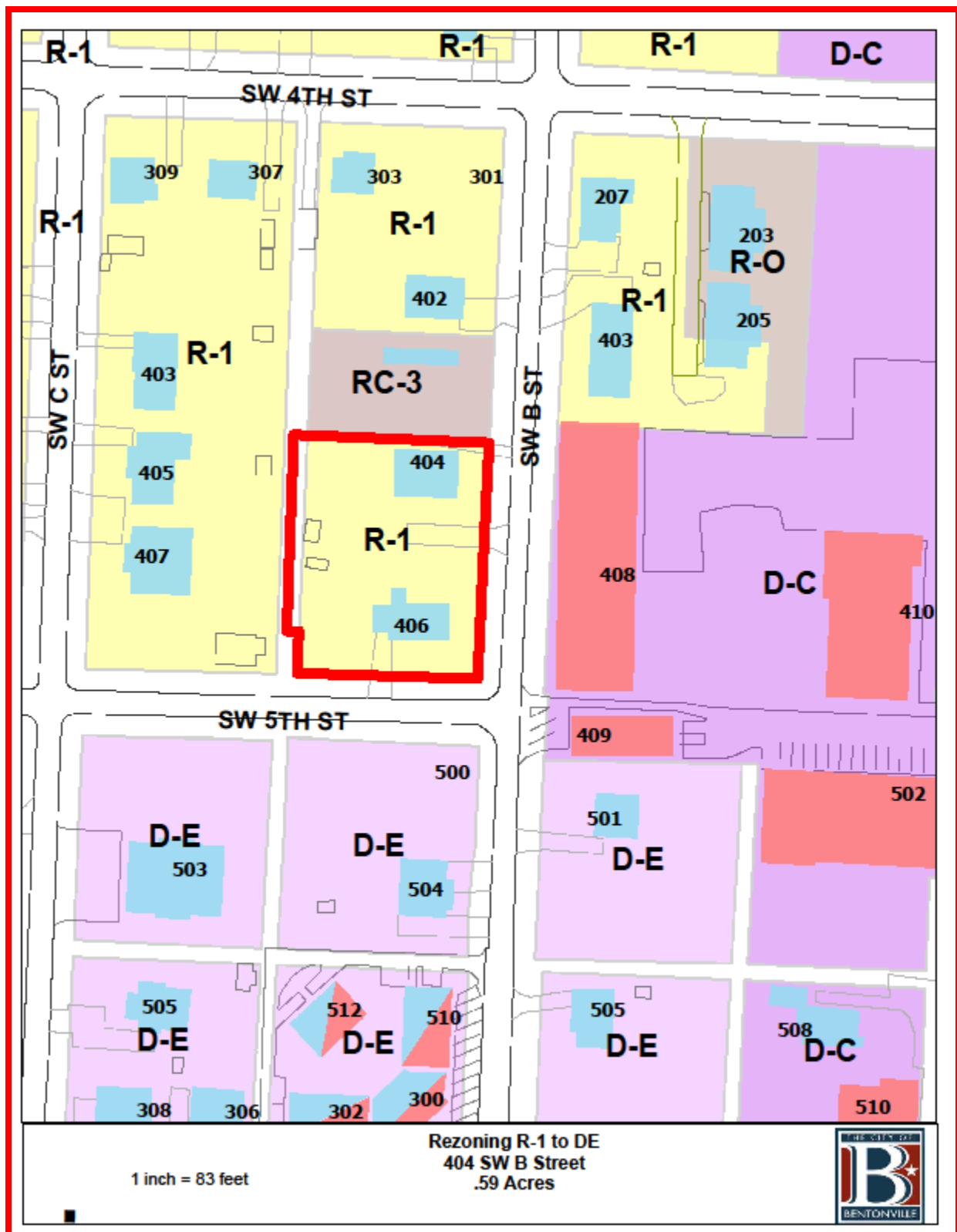
Finding(s) of Staff: The proposed zoning will not adversely affect infrastructure in the area. The water and sewer department plan to make substantial upgrades to the Southwest area of downtown during 2015. Emergency services are also adequate in the area.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request **IS** consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential. The Downtown Edge zoning classification allows for additional density within the downtown area furthermore supporting the validity of the downtown business within close proximity. The D-E zoning district promotes architectural standards which are in keeping with current aesthesis of the downtown.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from **R-1 Single Family Residential** to **DE, Downtown Edge**.



Jake Newell
Newell Development
102 NE Larkspur
Bentonville, AR 72712
October 27, 2014

City of Bentonville Planning Department

Dear City of Bentonville Planning Department:

This application is for the Rezone of properties at 406 and 404 SW B Street. These properties, owned by Bike Rack Re-Development LLC (406 SW B) and Daniel Hintz (404 SW B), are seeking to rezone from R1 to Downtown Edge. The current

R1 zoning does not support or allow the type of development that is in the city's future land use plan for this location. The rezoning we are proposing supports the growing Arts District in this location by providing housing, thus attracting residents to this District. This rezone will allow for future, denser, single family development on the corner of SW B and 5th. Density on this corner adjacent to The Hub will support the retail and dining in that project. The Hub is located directly across the street to the east, and is zoned Downtown Core. Our property will provide a good buffer between commercial development and a neighborhood. Water and Sewer are available in B Street.

If you have any questions, please contact me at 479-225-3997.

Sincerely,



Jake Newell
Representative for Bike Rack Re-Development

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO DE, DOWNTOWN EDGE.

WHEREAS, Daniel Hintz and Bike Rack Re-Development duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification to DE, Downtown Edge property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Lot 7, Block 2, Hollands Addition(a/k/a TJ Hollands Addition) City of Bentonville, Benton County, Arkansas, as shown in Plat Book 31, Page 197

And

Lot 3, Block 10, Dunn and Davis Addition, City of Bentonville, Benton County, Arkansas, as shown in Plat Book B Page 117.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 2nd day of December 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to DE property;

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

Section 1: That the above described real property is hereby changed from its present classification to DE property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR

The City of Bentonville, Arkansas

REZONING: Lamplighter Restorations (R-1, Single Family Residential to DE, Downtown Edge)

Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: December 2, 2014

GENERAL INFORMATION

H.T.E. Project Number: 14-09000029

Applicant/Current Owner: Lamplighter Restorations

Representative: Todd Renfrow and Tim Sorey

Requested Action: Rezoning

Location: 200 Southeast 'B' Street

Existing Zoning: R-1, Single Family Residential

Proposed Zoning: DE, Downtown Edge

Future Land Use Map Designation: Downtown Mixed Use Residential

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is currently the location of a single family dwelling in a transition area around the downtown square.

Previous Rezoning Requests for this Property: There are no known rezoning's for this property.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Dwellings	DC, Downtown Core	Mixed Use
South	Single Family Dwelling	R-1, Single Family Residential	Downtown Mixed Use Residential
East	Single Family Dwelling	R-1, Single Family Residential	Low Density Residential
West	Commercial Offices	DE, Downtown Edge	Downtown Mixed Use Residential

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
-----------	------	-----------------------------------	-------------------

North	Southeast 2nd Street	Local	Two lane asphalt
South			
East	Southeast 'B' Street	Local	Two lane asphalt
West			

LEGAL NOTIFICATIONS

Public Notice: On **November 6, 2014** the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Edition on **November 3, 2014**. In addition, staff posted a notice of public hearing sign on the property on **November 17, 2014**. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff: The property is currently designated as downtown mixed use residential. The D-E, Downtown Edge zoning classification is a recommended zoning for the designation. The Downtown edge zoning will act as a good transition zone between the high density mixed use to the east and the single family residential to the west.

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff: The D-E zoning classification will not cause an undesirable condition to the existing traffic situation. Street improvement and traffic flows will be assessed at time of Large Scale Development

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

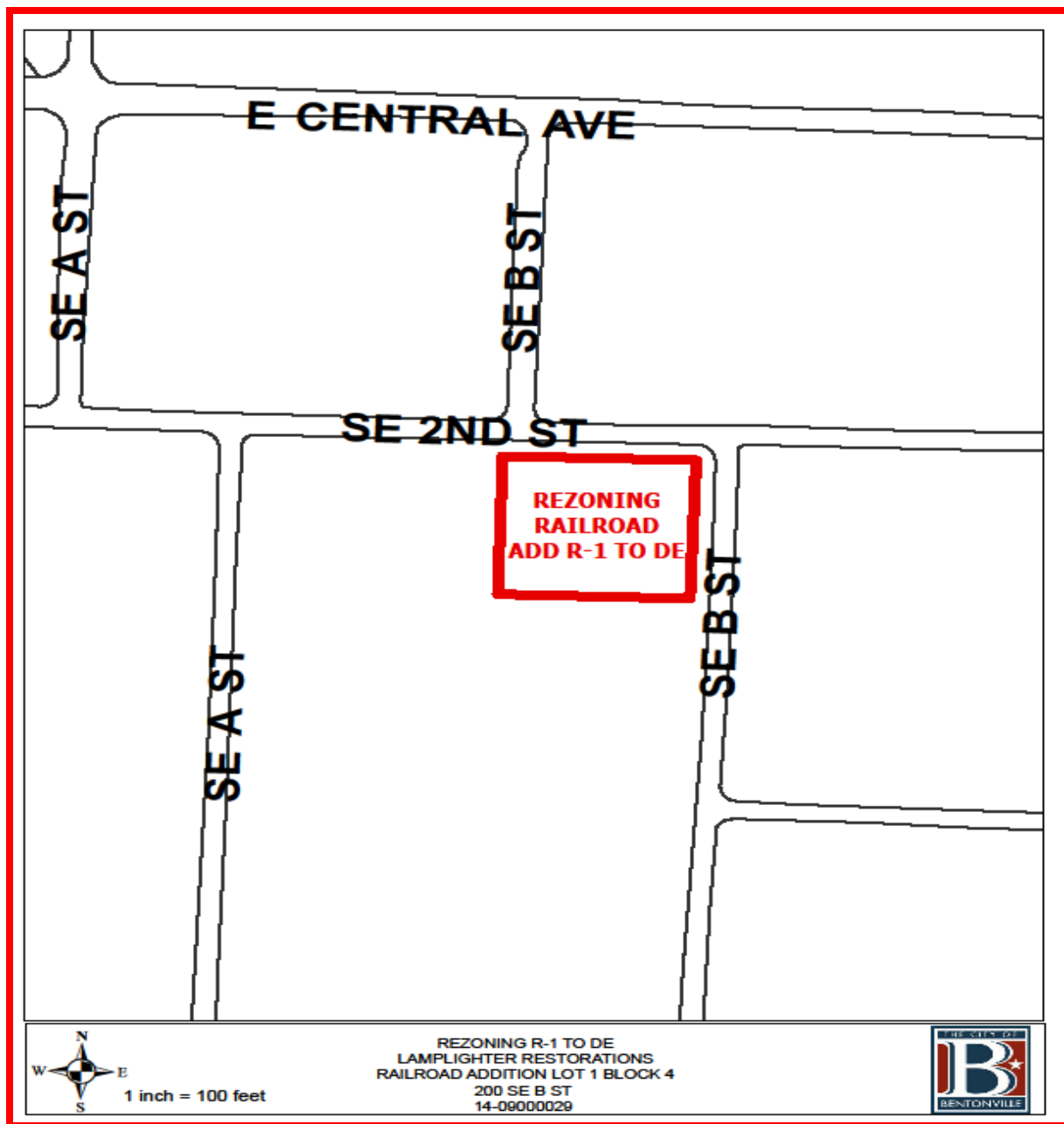
Finding(s) of Staff: The proposed zoning will not adversely affect infrastructure in the area. Water and sewer availability and capacity are adequate at this location. Emergency services are also adequate in the area.

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request **IS** consistent with the City of Bentonville's Future Land Use Map, which depicts this property as Downtown Mixed Use Residential. The D-E Downtown Edge zoning designation will allow a mix of retail and office with in the city's core while allowing additional density to support such uses. The mix of uses within the Downtown Edge designation will reduce traffic congestion by allowing residents to work and shop within and within close proximity to their neighborhood.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from **R-1 Single Family Residential** to **DE, Downtown Edge**.



Diane Shastid

From: Todd Renfrow <toddrenfrow@yahoo.com>
Sent: Monday, October 27, 2014 12:40 PM
To: Diane Shastid
Subject: Narrative rezone -Lamplighter Restorations

The property located at 200 SE B St. is currently zoned R-1, and is owned by Lamplighter Restorations, LLC. This property was recently purchased from Mr. And Mrs. Victor Case. The owners are requesting a zone change to DE to accommodate the plans to remove the existing home, and build a mixed-use building on the property. A small commercial space on the first floor would be facing 2nd St. While the residential part on levels two and three would enter and face B St. ; intentionally designed to face other residential areas.

We further anticipate splitting the lot to develop the western portion (facing 2nd St.) with a commercial recording studio (Haxton Rd Studios www.haxtonroadstudios.com for more info)

We are requesting the zone change to enable the mixed-use potential in keeping with the City's stated goals of infill development, and to enable the set backs to accommodate future development within the DE allowances.

We believe this is in keeping with the city of Bentonville's master plan for downtown mixed and residential infill.

The proposed new buildings would be built to compliment the existing homes and restaurants nearby.

Traffic increase would be minimum.

Wall signage is proposed on the building (see image 1)

Water is currently serving the property and is serviced by a 4"water line as confirmed by the city of Bentonville GIS website. Sewer is currently servicing the property and is readily available directly to the north of the property. There is a newer fire hydrant on the property services by a 12" line. GPM is stated as 1005.

Thank you for your consideration.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO DE, DOWNTOWN EDGE.

WHEREAS, Lamplighter Restorations, duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification to DE, Downtown Edge property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Lot 1, Block 4, Railroad Addition, Book 2014, Page 47596 to the City of Bentonville, Benton County, Arkansas.

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 2nd day of December 2014 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to DE property;

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

Section 1: That the above described real property is hereby changed from its present classification to DE property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2014

ATTEST

APPROVED

CLERK

MAYOR

Planning Commission Staff Report
Lot Split: Lots 12&13, Block 4 Railroad Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Beau Thompson, Planner
PC DATE: December 2, 2014

GENERAL INFORMATION:

Project Number: 14-07000033

Applicant: Lamplighter Restorations

Representative: Todd Renfrow

Requested Action: Lot Split Approval

Location: 200 Southeast 'B' Street

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Downtown Mixed Use Residential

BACKGROUND:

The applicant has submitted a lot split of Lot 1 Block 4 Railroad Addition. The applicant is proposing to create two lots to be known as Lot 12 (0.40 acres) and Lot 13 (0.136 acres) of Block 4, Railroad Addition from existing Lot 1. Additional right of way is being dedicated along Southeast 'B' Street and Southeast 2nd Street per the Master Street Plan.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	DC, Downtown Core	Mixed Use
South	R-1, Single Family Residential	Downtown Mixed Use Residential
East	R-1, Single Family Residential	Low Density Residential
West	DE, Downtown Edge	Downtown Mixed Use Residential

STREETS

Direction	Name	Classification
North	Southeast 2nd Street	Local
South		
East	Southeast 'B' Street	Local
West		

TRAFFIC FINDINGS

(c) Traffic data for the nearest intersections are as follows: N/A

(d) Traffic summary software predicts the additional traffic for this project is: N/A

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 is the location of an existing single family dwelling in a developed residential area.

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

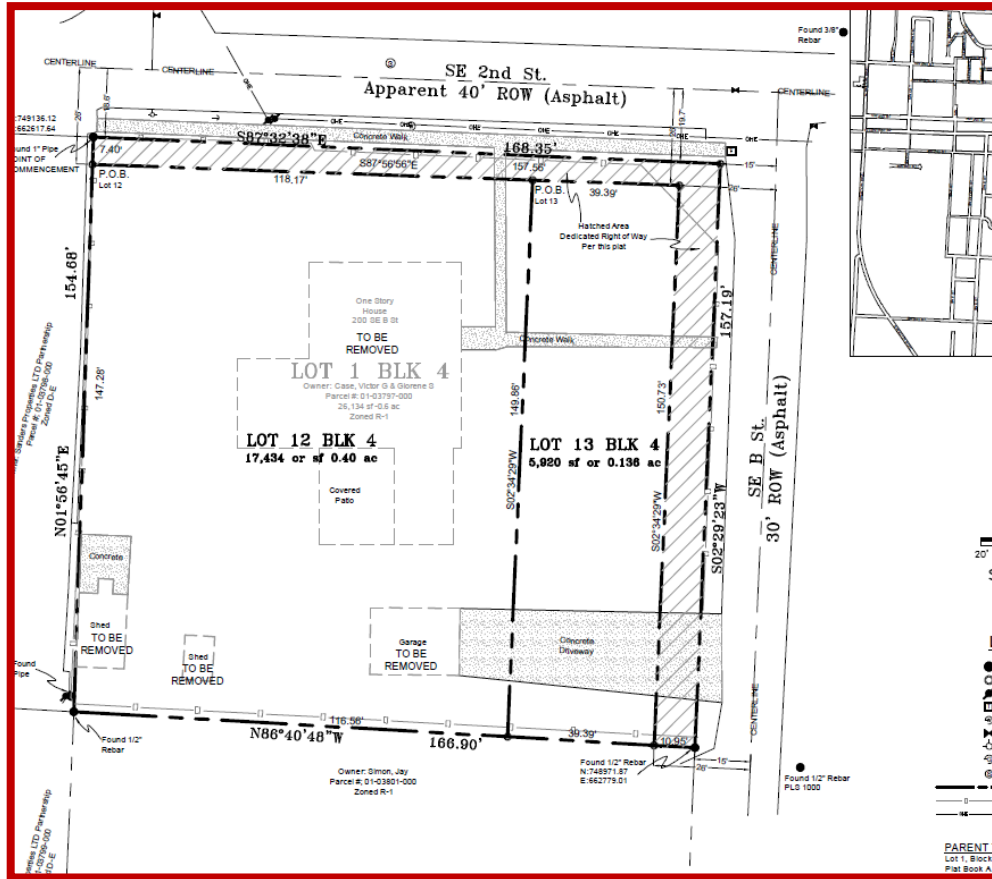
Water / Sewer: Per the G.I.S. site, water and sewer are currently in use at this location.

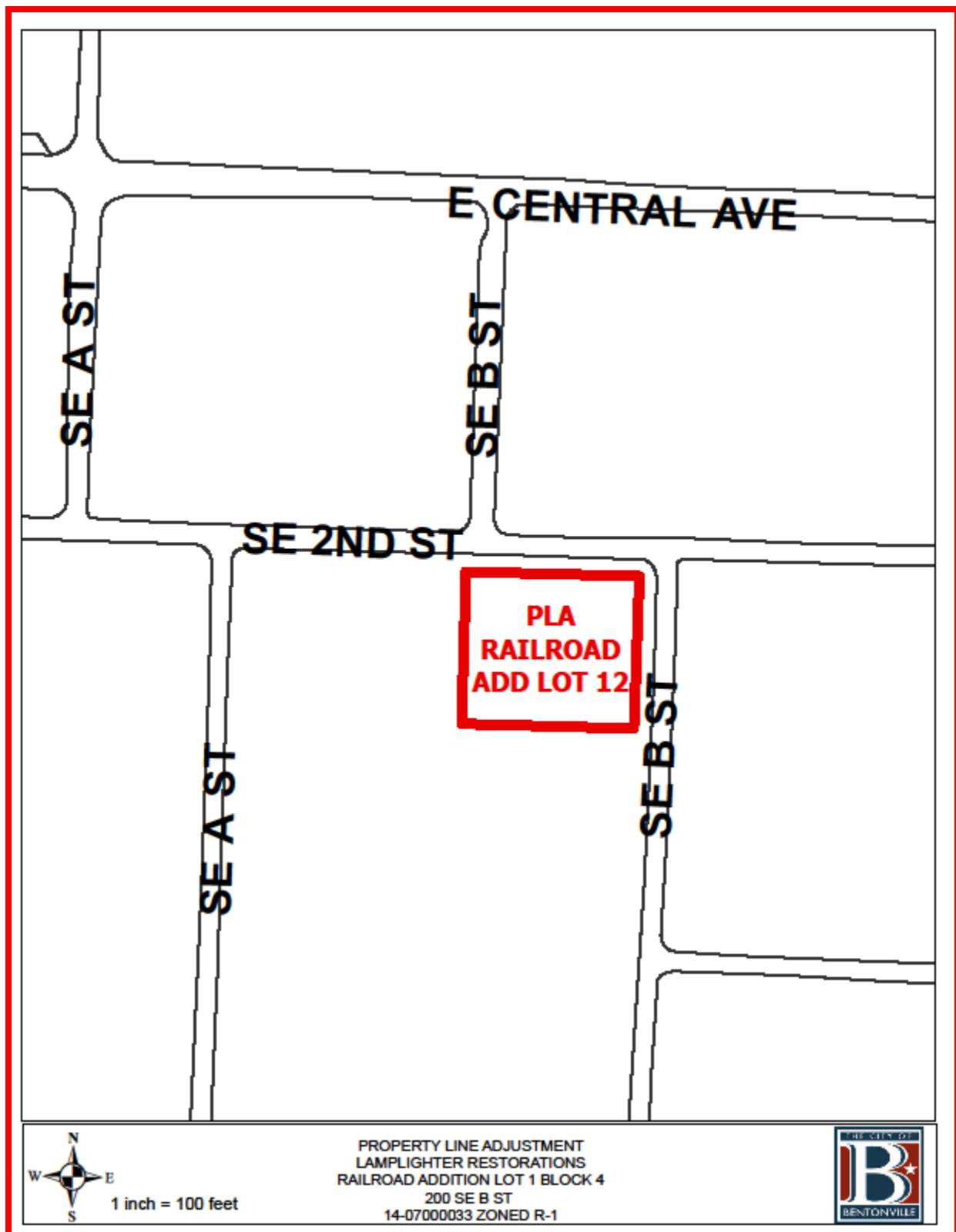
Waiver(s): N/A

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

RECOMMENDATION:

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





ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 12 & 13, BLOCK 4 RAILROAD 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 12 & 13, Block 4 Railroad Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 2nd day of December, 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 12 & 13, Block 4 Railroad 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

Planning Commission Staff Report
Lot Split: Lots 12&13 Eversole Addition

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Beau Thompson, Planner
PC DATE: December 2, 2014

GENERAL INFORMATION:

Project Number: 14-05000030

Applicant: HCL, LLC

Representative: John Hampton

Requested Action: Lot Split Approval

Location: Southwest Regional Airport Boulevard and Southwest 'H' Street

Existing Zoning: A-1, Agricultural

Land Use Plan: Mixed Use

BACKGROUND:

The applicant has submitted a Lot Split of Lot 3 Eversole Addition to be known as Lot 12 (1.75 acres) and Lot 13 (2.15 acres) of the Eversole Addition. The applicant is proposing to dedicate a 20 foot utility easement in the southwest corner of Lot 12 and a 24 foot access easement running along the west side of Lot 12. Another 20 foot utility easement and a 24 foot cross-access easement between Lots 12 and 13 are being provided in the southeast corner of Lot 12. Right of Way is currently existing per the Master Street Plan.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	C-2, General Commercial	Commercial
South	C-3, Central Commercial	Mixed Use
East	PUD, Planned Unit Development	Mixed Use
West	C-3, Central Commercial	Mixed Use

STREETS

Direction	Name	Classification
North	Southwest Regional Airport Boulevard	Arterial
South		
East	Southwest 'H' Street	Arterial
West		

TRAFFIC FINDINGS

- (e) Traffic data for the nearest intersections are as follows: N/A
- (f) Traffic summary software predicts the additional traffic for this project is: N/A

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 is the location of a vacant lot in a developing mixed use area.

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

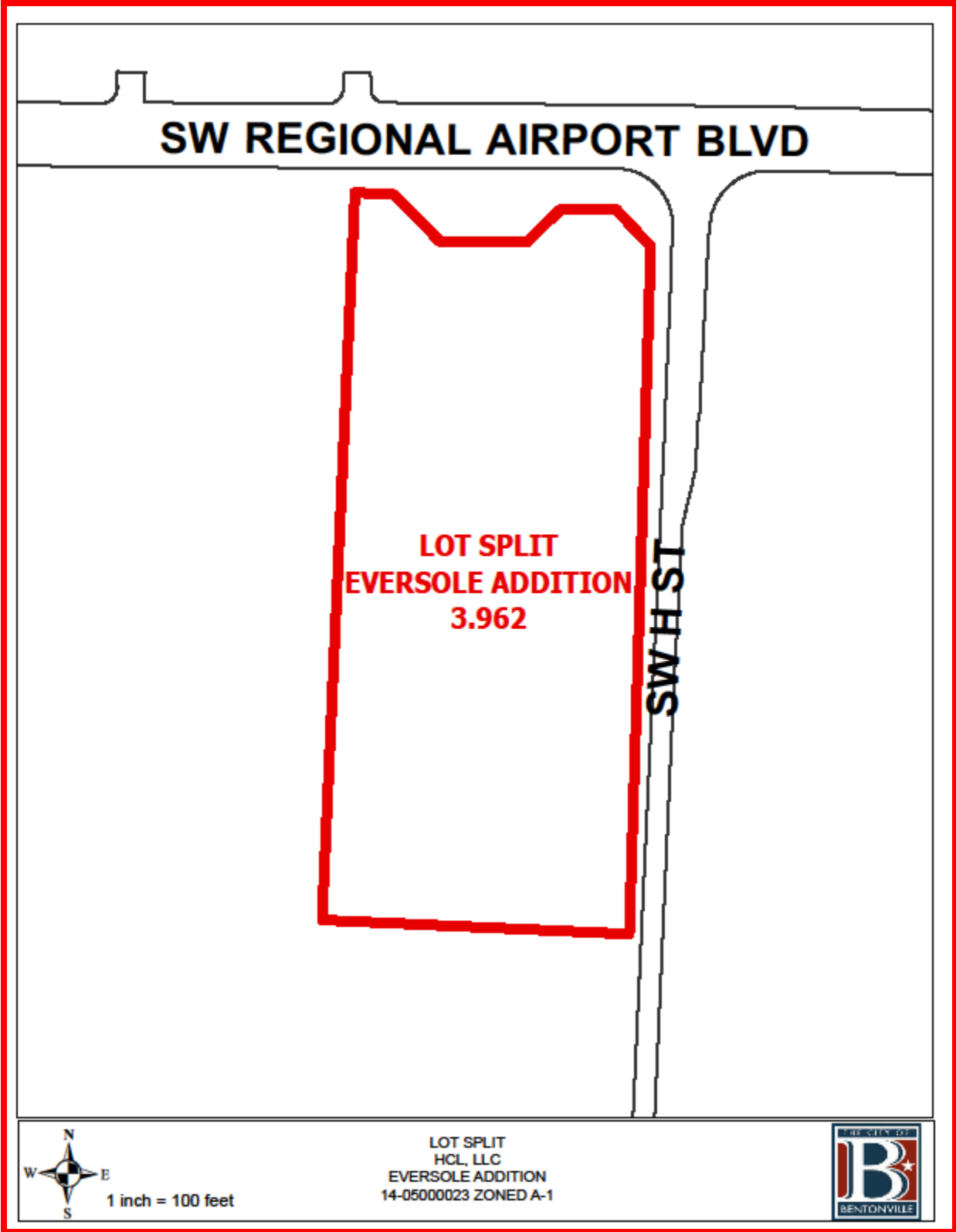
Water / Sewer: Per the G.I.S. site, water and sewer are currently in use at this location.

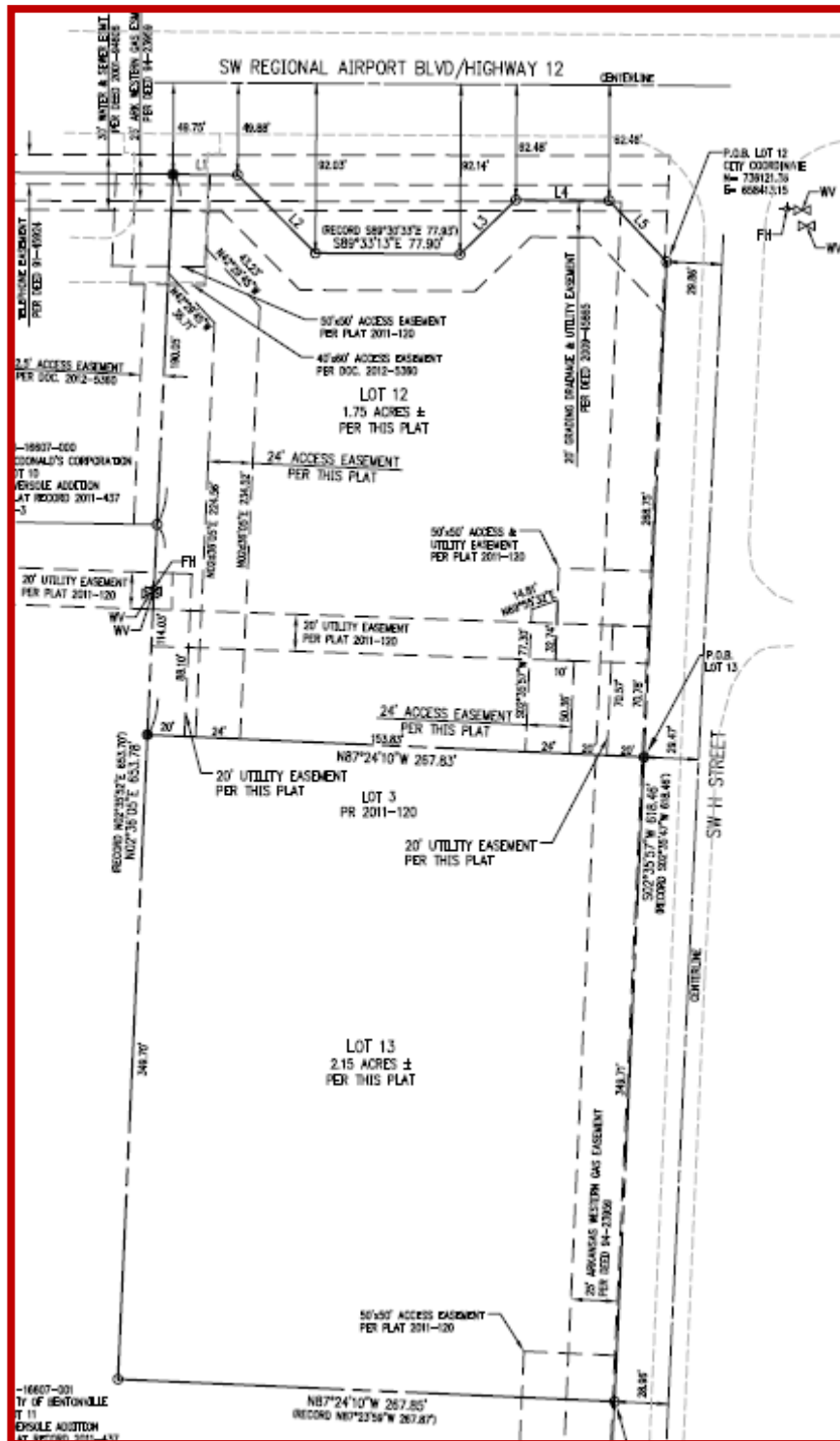
Waiver(s): N/A

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

RECOMMENDATION:

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





ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 12 & 13, EVERSOLE 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 12 & 13, Eversole Addition, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 2nd day of December, 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 12 & 13, Eversole Addition, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

ATTEST

APPROVED

CITY CLERK

MAYOR



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 9, 2014

Submitted by: Camille Thompson

Department Staff Attorney

Phone 271-5914

ACTION REQUIRED:

A resolution certifying the amount of liens to be placed on certain properties for the City of Bentonville's costs associated with mowing and weed removal on said properties.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

Department Head Date

Purchasing Agent Date

Finance Director Date 12/4/14

CT 12/3/14
Staff Attorney Date

Tom 12/04/14
Mayor Date

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

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



PLEASE RECYCLE



RESOLUTION NO. _____

A RESOLUTION CERTIFYING THE AMOUNT OF LIENS TO BE PLACED ON CERTAIN PROPERTIES FOR THE CITY OF BENTONVILLE'S COSTS ASSOCIATED WITH MOWING AND WEED REMOVAL ON SAID PROPERTIES.

WHEREAS, the City of Bentonville was required to mow tall grass and weeds on certain properties, as more particularly described below, and

WHEREAS, the owner of said properties failed and refused to remove said tall grass and weeds after being given written notification to do so; and

WHEREAS, the City of Bentonville has incurred costs in connection with the removal of said tall grass and weeds; and

WHEREAS, pursuant to Ark. Code Ann. § 14-54-904, the City council may certify to the tax collector the amount of costs associated with the such mowing, plus a ten percent (10%) penalty for collection to be placed on the tax books a delinquent taxes, and collected accordingly, and

WHEREAS, on October 28, 2014, this matter came before the Council for a public hearing, the owner of said property having been given notice of the hearing via certified mail and notice having been published in the newspaper one time a week for four consecutive weeks.

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

Section 1. That upon the evidence presented to the council, it is found and certified that the following costs were incurred by City for the mowing of the respective properties located within the City of Bentonville more particularly described below:

Lots 55; 66-70; 81-85; 93; 99 and 100 of Stoneburrow Addition Phase 1 \$1,400.00

Section 2. That the City Council for the City of Bentonville asserts liens on the above-described properties, certifies the above-stated costs plus the statutory ten (10%) penalties for collection, and directs the Benton County Tax Collector to place these liens on the books as delinquent taxes to be collected accordingly.

Section 3. This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 9, 2014

Submitted by: Camille Thompson

Department: Staff Attorney

Phone: 271-5914

ACTION REQUIRED:

Approve Resolution setting public hearing regarding the placement and amount of liens to be placed on certain properties for mowing and remediating unsanitary and unsightly conditions. This process is mandated by State law. The City has been forced to take action to remediate weeds and tall grass and other unsightly conditions at the subject properties. Code Enforcement advised the property owners of the violation and requested that they take action prior to the City stepping in to take action. Property owners have also been advised of the costs and that a lien would be placed on the properties if the costs were not paid. All property owners have been invoiced and failed to pay as of the date this item is submitted.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

Department Head Date

CT Staff Attorney 12/3/14 Date

Purchasing Agent Date

BoM Mayor 12/4/14 Date

IDL Finance Director 12/4/14 Date

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



RESOLUTION NO. _____

A RESOLUTION SETTING PUBLIC HEARINGS CONCERNING THE PLACEMENT AND AMOUNT OF LIENS TO BE SECURED AGAINST CERTAIN REAL PROPERTY IN THE CITY OF BENTONVILLE, ARKANSAS IN ORDER TO RECOVER CITY RESOURCES EXPENDED IN REMOVING UNSIGHTLY AND UNSANITARY CONDITIONS THEREON.

Section 1. That public hearings concerning the placement and amount of liens to be secured against the following properties in Bentonville, Arkansas, listed below, shall be held in the Council Chambers on the 13th day of January, 2015 at 6:00 pm.:

Lots 50 thru 54 of Stoneburrow Addition Phase 1 to the City of Bentonville, AR

Section 2. That notice of said hearings shall be sent to each of the property owners via certified and regular U.S. mail and shall be published one time each week for four weeks prior to said hearing.

Section 3. This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 9, 2014

Submitted by: Mike Churchwell

Department: Transportation

Phone: 271-3166

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with McClelland Consulting Engineers, Inc. to provide engineering design services for intersection improvements at North Walton Blvd. and Tiger Blvd./12th Street to meet traffic demand and capacity for a ceiling price of \$151,815.67. The services to be provided include engineering design, environmental review and preliminary utilities. This is funded in part by a federal grant from the Surface Transportation Program - Attributable (STP-A) program in the amount up to \$132,444. The federal grant requires the city to contribute 20% toward the total costs, which is \$30,363.13.

COST TO CITY:

Cost of this Request: \$30,363.13

Additional Budget Amount: \$0

☒ One time amount ☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	30,363
Remaining After Adjustment	\$ 30,363

MC 10.4.14
Department Head Date

Purchasing Agent Date

FD 12/4/14
Finance Director Date

CT 12/5/10
Staff Attorney Date

RAM 12/5/14
Mayor Date

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





**AGREEMENT
FOR
ENGINEERING SERVICES**
(LOCAL VERSION – COST PLUS FEE)
JOB NO. 090421
FEDERAL AID PROJECT ("FAP") NO. STPU-9036(18)
Hwy. 71 B / 12th St. / Tiger Blvd. Inters. Impvts. (Bentonville)(S)
Benton County

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the City of Bentonville, Arkansas ("Owner"), and McClelland Consulting Engineers, Inc. ("Consultant"), a corporation existing under the laws of the State of Arkansas, with principal offices at 900 West Markham, Little Rock, Arkansas 72203.

WITNESSETH:

WHEREAS, the Owner is planning to construct intersection improvements at Hwy. 71B/Walton Blvd and 12th St/Tiger Blvd to meet the traffic demand and capacity; and,

WHEREAS, the Owner's forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant's staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant's organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

1.1. "Consultant's Representative" shall be Kevin Beaumont, until written notice is provided to the Owner designating a new representative.

1.2. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is ~~\$151,815.67~~. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.

1.3. "Contract Price" is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.

1.4. "Default" means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*

1.5. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.

1.6. "DOT" means the United States Department of Transportation.

1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.

1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.

1.9. "FHWA" means the Federal Highway Administration.

1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Provisional Indirect Cost Rate for the Consultant under this Agreement shall be 171.25 percent. If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Appendix B.

1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.

1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is \$143,019.23. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.

1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is 3.04.

1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the Project.

1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is \$8,796.44. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.

2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement,

all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. Allowable costs.

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only —

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.

3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.

3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1.1. SCHEDULE OF SALARY RANGES

<u>Labor Classification</u>	<u>Labor Rate Range</u>
Principal Engineer	\$43.25 - \$65.00
Sr. Project Manager	\$42.00 - \$50.00
Project Engineer I – IV	\$25.84 - \$42.00
Engineering Tech I – IV	\$16.50 - \$30.00
Chief Draftsman	\$22.00 - \$27.00
Draftsman I – II	\$15.38 - \$20.00
Survey Technician	\$17.00 - \$30.50
Registered Land Surveyor	\$27.50 - \$40.00
Field Survey (1-man)	\$16.50 - \$24.00
Geotechnical Engineer	\$32.50 - \$50.50
Soils Lab Supervisor	\$16.25 - \$24.50
Soils Lab Technician I – II	\$12.90 - \$16.00
Office Administration	\$14.50 - \$21.00
Specification Writer	\$15.00 - \$21.00
Clerical	\$16.50 - \$23.25

3.2.1.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. Indirect Cost Rates.

3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection 1.10. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in Appendix B. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").

3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.

3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.

3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Highway and Transportation Department's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.

3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.

3.4. *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of ~~\$11,814.14~~ for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.

3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:

3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.

3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.

3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.

3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment.*

3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and any retainage owed to the Consultant. After the release of said retainage Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner.

Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, overbilling, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.

4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.

4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the

actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

5.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.

5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—

- The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
- Any proposal for the Agreement, subcontract, or modification;
- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or allowable costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

5.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.

5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition —

5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

The Owner is proposing to construct intersection improvements at Hwy. 71B/Walton Blvd and 12th St/Tiger Blvd to meet the traffic demand and capacity.

The work will consist of environmental and engineering investigations and analyses, agency coordination and public involvement necessary to prepare a National Environmental Policy Act (NEPA) document, field surveys, roadway design, pavement design, maintenance of traffic plans, erosion control including Storm Water Pollution Prevention Plans, geotechnical investigations, design and plans for utility relocations and preparation of right of way and construction plans, specifications and estimates.

This project includes Federal-aid STP-Attributable funds, and all work will be reviewed and approved by the Arkansas State Highway and Transportation Department (AHTD). All work and contract requirements shall conform to requirements of the Federal Highway Administration (FHWA), AHTD and Owner.

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

7.1 Environmental Clearance Documentation

7.1.1 Environmental Data Collection

Preliminary environmental data associated with the proposed project area will be collected and assessed for the social, economic, and environmental impacts area, including:

- Air Quality
- Noise Quality
- Hazardous Materials
- Wetlands and Stream Impacts
- Water Quality, including Public Drinking Supplies
- Farmland
- Land Use and Land Cover
- Terrestrial and Aquatic Communities
- Endangered Species
- Economic
- Community
- Relocations of Homes and Businesses
- Environmental Justice and Title VI
- Recreational Areas
- Archeological and Historic Sites
- Visual
- Section 4(f)
- Secondary and Cumulative Impacts

7.1.2 Environmental Constraints Map

All environmental data collected will be transferred to appropriately scaled aerial photographs to produce a map that indicates all known environmentally sensitive areas. The City will supply current aerial photography for use on the project; any additional photography deemed necessary beyond that provided shall be the responsibility of the Consultant.

7.1.3 Location and/or Design Alternatives

7.1.3.1 A conceptual layout was developed. Development of alternatives shall include early and continuous coordination with the Owner, AHTD, FHWA and appropriate resource agencies. Electronic copies of the design shall be furnished to the Owner in AutoCAD Civil 3D 2011 format and AHTD in Bentley Microstation "DGN" format.

7.1.3.2 Prepare cost estimates for each alternative.

7.1.3.3 Coordinate and obtain appropriate Federal and State permits necessary to construct the proposed project in compliance with AHTD procedures.

7.1.4 Utility Relocation

7.1.4.1 Verify existing utility locations.

7.1.4.2 Determine utilities to be relocated as necessary.

7.1.4.3 Prepare designs and plans for utility relocations.

7.1.5 Public Involvement

7.1.5.1 Coordinate with the Owner and AHTD on time and location of the public involvement meeting.

7.1.5.2 Prepare and submit notice of public involvement meeting to the Owner and AHTD for review and approval. Place the approved notice in a local newspaper in accordance with AHTD policies and requirements.

7.1.5.3 Prepare public involvement displays and handouts for review and approval of the Owner and AHTD. Provide adequate numbers of handouts and displays for the public involvement meeting.

7.1.5.4 Conduct public involvement meeting and assist the Owner by being prepared to answer questions and explain all concepts of the proposed alternatives.

7.1.5.5 Prepare synopsis of the public involvement meeting; review and respond to comments received at the meeting.

7.1.6 Environmental Document

7.1.6.1 Prepare Tier Three Categorical Exclusion (CE). Submit draft CE in electronic format for review by the Owner and AHTD.

7.1.6.2 Perform revisions necessary to respond to comments from City and AHTD review.

7.1.6.3 Submit final draft to the Owner and AHTD for FHWA approval.

7.1.6.4 Provide designated number of copies of CE after FHWA approval and distribute as directed. An electronic copy of the approved environmental document in pdf format will be provided to the Owner and the AHTD.

7.2 Field Surveys and Mapping

The Consultant shall be responsible for obtaining all required aerial photography (other than that provided by the City) and topographic mapping. The consultant shall also be responsible for all field surveys including topographic surveys, hydraulic surveys and property surveys. All survey tasks shall be performed according to AHTD requirements specified in the most current version of the General and Detailed Scope of Work for Control, Design, and Land Surveys (Appendix D).

7.3 Roadway Design and Plans

7.3.1. PRELIMINARY DESIGN

7.3.1.1 Submit design criteria to be used in the design of the project for approval by City and AHTD prior to beginning preliminary design work.

7.3.1.2 Conduct traffic studies necessary for pavement design and intersection design.

7.3.1.3 Obtain soil borings for pavement design.

7.3.1.4 Provide pavement design alternatives according to the requirements of the Roadway Design Plan Development Guidelines using AASHTO design procedures, and submit recommendation to Owner and AHTD for approval.

7.3.1.5 Perform design calculations and develop details for drainage structures.

7.3.1.6 Provide the roadway plan sheets. Preliminary plans shall be submitted at the 30% level for AHTD approval of the geometric design, title sheet, and typical sections as defined in Appendix I of the Roadway Design Plan Development Guidelines.

7.3.1.7 Public Meeting. The Consultant shall prepare all design related displays to be used at the public meeting when needed. This would include, but not be limited to plans of the proposed route illustrating the proposed horizontal and vertical alignments complete with crossing road realignments. All proposed and existing right of way requirements, including easements, shall be included on this display. The Consultant shall assist the Owner at the meeting by being prepared to answer and explain all concepts of the proposed design.

7.3.1.8 The preliminary roadway plans shall show, as a minimum:

- a) Title sheet.
- b) Typical sections of improvement shall conform to Owner and AHTD standard sections.
- c) Special details as needed.
- d) Control detail sheets of the survey baseline and design centerline with control point data in accordance with the standard used by the Roadway Design Division of AHTD (required only if survey is necessary).
- e) Roadway plan sheets showing:
 - Survey information including existing utilities.
 - Roadway grades for main lanes, crossing roads and other roads as needed.

- Alignment data for main lanes, crossing roads and other roads as needed.
 - Tentative construction limits.
 - Existing and Proposed Right of Way, permanent and temporary construction easements, and control of access (existing and proposed).
 - All roadway/roadside features within the right of way.
 - Proposed roadside safety items such as guardrail, impact attenuation barriers, etc.
 - Preliminary size of drainage structures (provide hydrologic and hydraulic calculations).
- f) Provide complete traffic signalization plans and wiring diagrams; and construction details for the intersection per the latest edition of MUTCD.
- g) Maintenance of traffic signing and striping conceptual plans.
- h) Permanent Pavement Marking Details.
- i) Erosion Control Plans and information required for NPDES permit.
- 7.3.1.9 Provide two (2) paper copies, one electronic pdf, and one roll plot of plans for 30% review.
- 7.3.1.10 Provide two (2) papers copies, one electronic pdf, and Microstation files of plans for preliminary field inspection, right of way review, and 60% plan review.
- 7.3.1.11 Attend preliminary and final field inspections. Field inspections for the project may be performed at the 60% and 90% review level.
- 7.3.1.12 Make revisions necessary to respond to comments made at the 60% review as well as comments made at the preliminary field inspection.

7.3.2 *Final Design*

- 7.3.2.1 Provide final roadway plans showing all information requested in Item 7 of Section A.
- 7.3.2.2 Provide quantities.
- 7.3.2.3 Provide an index of sheets, a list of specifications, and general notes
- 7.3.2.4 Provide special provisions.
- 7.3.2.5 Provide transportation management plan.
- 7.3.2.6 Provide construction cost estimate.
- 7.3.2.7 Provide two (2) papers copies and one electronic pdf of plans for final field inspection and 90% review.
- 7.3.2.8 Make plan changes resulting from the 90% review, subsequent reviews, and final field inspection.
- 7.3.2.9 Provide hydraulic certification (if necessary).
- 7.3.2.10 Provide copies of half size signed and sealed plans.
- 7.3.2.11 Upon request by the Owner, address any questions or issues that may arise during the advertisement for bid.

7.4 *Right-Of-Way Plans*

7.4.1 Preliminary and Final Design

Provide Right-of-Way Plans, easement and acquisition documents, as necessary. (See Appendix E "Stage Submittal of Right of Way Plans").

8. INFORMATION TO BE PROVIDED BY THE OWNER

- 8.1 Existing right of way and construction plan information on Hwy 71B/Walton Blvd and 12th St/Tiger Boulevard, as available.
- 8.2 Previous traffic and planning studies, as available.
- 8.3 Review and approval of environmental documents, plans and specifications.
- 8.4 A conceptual layout.

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

- 9.1. Upon request by Owner and/or the AHTD, provide design related solutions to construction problems and issues that may arise.
- 9.2. Upon request by the Owner and/or AHTD, provide review and approval of traffic signal brochures and any other supplementary plans or similar data submitted by the Contractor and requiring approval.

10. COORDINATION WITH OWNER

- 10.1. Throughout the Project, the Consultant shall hold conferences on an as needed basis in Bentonville, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, the AHTD, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

- 11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at the project office of the Consultant located in Fayetteville, Arkansas at 1810 North College Avenue.

12. ACCESS TO PROPERTY

- 12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

- A. During the Preliminary Design Phase
 - 1. Roadway Design Criteria
 - 2. Geotechnical Report for Pavement Design

3. Traffic Study (Completed By Garver)
4. 30% Complete Roadway Plans
5. 60% Complete Roadway Plans
6. Hydrologic and Hydraulic Report for Storm Drainage.
7. 60% Right of Way strip map
8. 90% Right of Way Plans
9. Final Right of Way Plans
10. Meeting Minutes from Coordination Meetings

B. During the Final Design Phase

1. 90% Complete Roadway Design Plans
2. Final half-size reproducible Roadway Design Plans signed and sealed by an Arkansas Registered Professional Engineer.
3. Provide Special Provisions
4. Provide transportation management plan
5. Provide construction cost estimate
6. Meeting Minutes from Coordination Meetings
7. Electronic files of the project design and plans on a compact disc in Bentley System Version 8i Microstation format that is fully indexed (all reference files attached and set to load automatically.) This includes the electronic copies of Roadway and Traffic Signal submittals. Also, a copy of the same in the same format provided to the City on compact disc.

14. SUBCONTRACTING

14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

14.3. No subcontract placed under this Agreement shall provide for payment on a cost plus- a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.

14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.

14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed.

Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or
- payments otherwise due the Consultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.

14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

15.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

15.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.

15.3. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.

15.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.

15.5. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

15.6. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

15.7. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.

15.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

16.1. *Definitions.* *Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.

16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.

16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.

16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.

16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed within a period of 15 months, unless extended or terminated by the Owner in accordance with this Agreement.

17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]

17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:

Topographic Survey	8	weeks from notice to proceed
Boundary Survey	14	weeks from notice to proceed
Environmental Documentation	12	weeks from notice to proceed
Geotechnical Investigation	14	weeks from notice to proceed
Submit 30% design for review/comment	14	weeks from notice to proceed
Submit 60% design for review/comment	12	weeks from 30% approval
Submit 60% Strip Map per Stage 1, Appendix E.	12	weeks from 30% approval
Submit 90% design for review/comment	6	weeks from 60% approval
Submit 90 % ROW Plans per Stage 4, Appendix E.	6	weeks from 60% approval
Submit 100% design for review/approval	6	weeks from 90% approval
Submit Final ROW Plans per Stage 5, Appendix E.	6	weeks from 90% approval

18. TERMINATION

18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.

18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.

18.3. Upon receipt of the notice, the Consultant shall:

- Immediately discontinue all services affected (unless the notice directs otherwise).
- Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
- Terminate all subcontracts to the extent they relate to the work terminated.
- In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
- With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
- Complete performance of any work not terminated.
- Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.

18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*

18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.

18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Disputes and Claims.

18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

19.1.1. Cancel the stop work order; or

19.1.2. Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

20. CHANGES

20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by the Section 28, Disputes and Claims. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

22. PATENT AND COPYRIGHT INFRINGEMENT

22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.

22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when

requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.

22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.

22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.

22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. SUCCESSORS AND ASSIGNS

25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.

26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

27. INSURANCE

27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.

27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.

27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.

27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.

27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the

expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.

27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

28. DISPUTES AND CLAIMS

28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") ***before beginning the work that gives rise to the claim.***

28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date.

The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.

28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;

- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

28.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

28.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

29. COVENANT AGAINST CONTINGENCY FEES

29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

30. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

30.1. *Compliance with Regulations.* The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

30.2. *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

30.4. *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, the AHTD, or the FHWA to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Consultant to obtain the records or information.

30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and cancellation, termination, or suspension of the Agreement, in whole or in part.

30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner, the AHTD, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

31. DBE CLAUSE

31.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Consultant shall comply with the

applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

32.1 The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

32.2 The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

32.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

33.1. The Consultant certifies, to the best of its knowledge and belief, that—

33.1.1. The Consultant and any of its Principals—

33.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

33.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

33.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 33.1.1.2; and,

33.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

33.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of

a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.

33.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

34. MISCELLANEOUS

34.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.

34.2. *Registered Professional Engineer's Endorsement.* All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.

34.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.

34.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.

34.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.

34.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.

34.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.

34.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.

34.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

35. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

35.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

36. NOTICE

36.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

36.1.1. To the Owner's Representative:
City of Bentonville
117 West Central Avenue
Bentonville, AR 72712

36.1.2. To the Consultant:
McClelland Consulting Engineers, Inc.
1810 North College Avenue
P.O. Box 1229
Fayetteville, AR 72703/72702-1229

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

McClelland Consulting Engineers, Inc.

City of Bentonville

BY: _____
Kevin Beaumont, C. Eng. MICE.
Vice President

BY: _____
Bob McCaslin
Mayor

Date

Date

APPENDICES

APPENDIX A	JUSTIFICATION OF FEES AND COSTS
APPENDIX B	SUBCONTRACTS
APPENDIX C	STANDARD CERTIFICATIONS
APPENDIX D	GENERAL AND DETAILED SCOPE OF WORK FOR CONTROL, DESIGN, AND LAND SURVEYS
APPENDIX E	STAGE SUBMITTAL OF RIGHT OF WAY PLANS

Appendix A - Manhour Estimate Summary Sheet	
Hwy. 71B/12th St./Tiger Blvd. Inters. Impvts. (Bentonville)(S)	
Benton County	
Title I Professional Services	
Direct Labor Costs	
Topographic & ROW Survey	\$ 18,414.97
Boundary Survey and Easement Preparation	\$ 23,038.91
Geotechnical Investigation	\$ 7,130.41
Design Services	\$ 62,685.35
Sub Total Labor Costs	\$ 111,269.65
Other Direct Costs	
Geotech; Drilling and Lab Testing + Equipment	\$ 4,880.00
Environmental Consultant - FTN	\$ 7,769.58
Environmental; Noise, Cultural & Hazardous	\$ 8,250.00
Traffic Engineering Consultant	\$ 9,750.00
Deed Research	\$ 1,100.00
Sub Total Direct Costs	\$ 31,749.58
Title I Professional Services Total	\$ 143,019.23
Title II Professional Services	
Direct Labor Costs	
Construction Administration	\$ 8,796.44
	\$ -
Sub Total Labor Costs	\$ 8,796.44
Title II Professional Services Total	\$ 8,796.44
Title I & II Professional Services Total	\$ 151,815.67

Direct Labor Costs					
Job Classification	Estimated Hours	Average Labor Rate			
<i>Survey & ROW Plan Development:</i>					
Registered Land Surveyor	30	\$	38.50	\$	1,155.00
Field Survey (1 Man)	100	\$	24.00	\$	2,400.00
Survey Technician	40	\$	30.50	\$	1,220.00
Clerical		\$	21.00	\$	-
<i>ROW Monumentation</i>					
Registered Land Surveyor	14	\$	38.50	\$	539.00
<i>Final Survey Plats</i>					
Field Survey (1 Man)	28	\$	24.00	\$	672.00
Total Labor Hours	212				
Subtotal Raw Labor				\$	5,986.00
Forward Pricing	0.00%			\$	-
Total Direct Salary				\$	5,986.00
Overhead Rate - 171.25%				\$	10,251.03
Subtotal Labor Plus Overhead				\$	16,237.03
Fixed Fee				\$	1,948.44
Total Labor Costs				\$	18,185.47
Detailed Other Direct Costs					
	Number of Units				
<i>Postage/Courier</i>					
Postage	oz.	\$	0.44	\$	-
Courier (FedEX)	ea.	\$	21.00	\$	-
<i>Communications - Long Distance & Conference Calls</i>					
		\$	-	\$	-
<i>Travel - Meetings</i>					
Mileage	450 mi.	\$	0.51	\$	229.50
Lodging	day	\$	76.00	\$	-
Food	day	\$	39.00	\$	-
Incidentals	day	\$	5.00	\$	-
<i>Printing/Reproduction</i>					
8.5x11 Black & White	ea.	\$	0.05	\$	-
8.5x11 Color	ea.	\$	0.25	\$	-
11x17 Black & White	ea.	\$	0.10	\$	-
11x17 Color	ea.	\$	1.00	\$	-
Black & White Card Stock	ea.	\$	0.25	\$	-
Color Card Stock	ea.	\$	0.85	\$	-
Black & White Printing	s.f.	\$	0.09	\$	-
Color Printing	s.f.	\$	1.00	\$	-
Black & White Scanning	s.f.	\$	0.35	\$	-
Color Scanning	s.f.	\$	5.00	\$	-
Mounting Boards (3/16")	s.f.	\$	3.00	\$	-
Laminating (Large Scale)	s.f.	\$	1.50	\$	-
Binding	ea.	\$	2.00	\$	-
<i>Other Direct Costs</i>					
AHTD Permit Review Fees	Lump Sum			\$	-
SWPPP (City & State)	Lump Sum			\$	-
Railroad Permit(s)	Lump Sum			\$	-
County Filing Fees	0 ea.	\$	20.00	\$	-
Robotic Total Station	hrs.	\$	50.00	\$	-
GPS Survey Equipment	hrs.	\$	50.00	\$	-
Total Other Direct Costs				\$	229.50
TOTAL COST				\$	18,414.97

Benton County

[illegible]Detailed Other Direct Costs

	Number of		
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Total Other Direct Costs	\$ 1,344.80
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TOTAL COST	\$ 24,138.91
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Appendix A - Title I Services - Consultant Geotechnical Investigation			
Hwy. 71B/12th St./Tiger Blvd. Inters. Impvts. (Bentonville)(S)			
Benton County			
Direct Labor Costs			
Job Classification	Estimated Hours	Average Labor Rate	
Principal Engineer	4	\$ 55.25	\$ 221.00
Sr. Project Manager	2	\$ 46.00	\$ 92.00
Geotech Engineer	20	\$ 41.40	\$ 828.00
Engineering Technician	11	\$ 28.00	\$ 308.00
Field Survey (1 man)	12	\$ 24.00	\$ 288.00
Survey Technician	3	\$ 20.50	\$ 61.50
Soils Lab Supervisor	3	\$ 24.50	\$ 73.50
Soils Lab Technician	24	\$ 16.00	\$ 384.00
Chief Draftsman	1	\$ 27.00	\$ 27.00
Draftsman	1	\$ 20.00	\$ 20.00
Clerical	0.5	\$ 21.00	\$ 10.50
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Labor Hours	81.5		
Subtotal Raw Labor		\$	2,313.50
Forward Pricing	0.00%	\$	-
Total Direct Salary		\$	2,313.50
Overhead Rate - 171.25%		\$	3,961.87
Subtotal Labor Plus Overhead		\$	6,275.37
Fixed Fee		\$	753.04
Total Labor Costs		\$	7,028.41
Detailed Other Direct Costs			
	Number of Units		
Postage/Courier			
Postage	oz.	\$ 0.44	\$ -
Courier (FedEX)	ea.		\$ -
Communications - Long Distance & Conference Calls		\$ -	\$ -
Travel - Meetings			\$ -
Mileage	200 mi.	\$ 0.51	\$ 102.00
Lodging	day		\$ -
Food	day		\$ -
Incidentals	day		\$ -
Drilling and Lab Testing			\$ -
Mobilization and Demobilization	2 ea.	\$ 100.00	\$ 200.00
Boring Setup	4 ea.	\$ 50.00	\$ 200.00
Soil Drilling	32 lf	\$ 10.00	\$ 320.00
Rock Drilling	lf	\$ 15.00	\$ -
Core Drilling	lf	\$ 35.00	\$ -
Moisture Content	30 ea.	\$ 15.00	\$ 450.00
Liquid & Plastic Limits	4 ea.	\$ 50.00	\$ 200.00
Unconfined Compression	8 ea.	\$ 45.00	\$ 360.00
Gradation Analysis of Soils	4 ea.	\$ 50.00	\$ 200.00
Standard Proctor Test	1 ea.	\$ 150.00	\$ 150.00
California Bearing Ratio	1 ea.	\$ 200.00	\$ 200.00
Unit Weight	12 ea.	\$ 15.00	\$ 180.00
			\$ -
			\$ -
Equipment			\$ -
Backhoe Rental	8 hrs.	\$ 90.00	\$ 720.00
Traffic Control	2 day	\$ 850.00	\$ 1,700.00
			\$ -
			\$ -
		\$ 50.00	\$ -
Total Other Direct Costs		\$	4,982.00
TOTAL COST		\$	12,010.41

Benton County

[illegible]

Total Labor Hours	62		
Subtotal Raw Labor		\$	2,376.00
Forward Pricing	0.00%	\$	-
Total Direct Salary		\$	2,376.00
Overhead Rate - 190.05%		\$	4,515.59
Subtotal Labor Plus Overhead		\$	6,891.59
Fixed Fee		\$	826.99
Total Labor Costs		\$	7,718.58

	Number of Units		
Postage/Courier			
Postage	oz.	\$ 0.44	\$ -
Courier (FedEX)	ea.	\$ 21.00	\$ -
Communications - Long Distance & Conference Calls		\$ -	\$ -
Travel - Meetings			\$ -
Mileage	100 mi.	\$ 0.51	\$ 51.00
Lodging	0 day	\$ 76.00	\$ -
Food	day	\$ 39.00	\$ -
Incidentals	day	\$ 5.00	\$ -
Printing/Reproduction			\$ -
8.5x11 Black & White	ea.	\$ 0.05	\$ -
8.5x11 Color	ea.	\$ 0.25	\$ -
11x17 Black & White	ea.	\$ 0.10	\$ -
11x17 Color	ea.	\$ 1.00	\$ -
Black & White Card Stock	ea.	\$ 0.25	\$ -
Color Card Stock	ea.	\$ 0.85	\$ -
Black & White Printing	s.f.	\$ 0.09	\$ -
Color Printing	s.f.	\$ 1.00	\$ -
Black & White Scanning	s.f.	\$ 0.35	\$ -
Color Scanning	s.f.	\$ 5.00	\$ -
Mounting Boards (3/16")	s.f.	\$ 3.00	\$ -
Laminating (Large Scale)	s.f.	\$ 1.50	\$ -
Binding	ea.	\$ 2.00	\$ -
Other Direct Costs			\$ -
Noise subcontractor (Tom Rimmer)	Lump Sum		\$ 3,000.00
Cultural Resource/Archaeologist (Panamerican Consultants, Inc.)	Lump Sum		\$ 5,000.00
Hazardous Waste Assessment (EDR)	Lump Sum		\$ 250.00
County Filing Fees	ea.	\$ 20.00	\$ -
Robotic Total Station	hrs.	\$ 50.00	\$ -
GPS Survey Equipment	hrs.	\$ 50.00	\$ -

Total Other Direct Costs	\$ 8,301.00
TOTAL COST	\$ 16,019.58

Direct Labor Costs					
Job Classification	Estimated Hours	Average Labor Rate			
Principal Engineer	17.5	\$ 55.25	\$	966.88	
Sr. Project Manager	70	\$ 50.00	\$	3,500.00	
Project Engineer	320	\$ 42.00	\$	13,440.00	
Chief Draftsman	50	\$ 27.00	\$	1,350.00	
Draftsman	24	\$ 20.00	\$	480.00	
Specification Writer	12	\$ 21.00	\$	252.00	
Clerical	24	\$ 21.00	\$	504.00	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$	-	
Total Labor Hours	517.5				
Subtotal Raw Labor			\$	20,492.88	
Forward Pricing	0.00%		\$	-	
Total Direct Salary			\$	20,492.88	
Overhead Rate - 171.25%			\$	35,094.05	
Subtotal Labor Plus Overhead			\$	55,586.92	
Fixed Fee			\$	6,670.43	
Total Labor Costs			\$	62,257.35	
Detailed Other Direct Costs					
	Number of Units				
Postage/Courier					
Postage	oz.	\$ 0.44	\$	-	
Courier (FedEX)	ea.	\$ 21.00	\$	-	
Communications - Long Distance & Conference Calls		\$ -	\$	-	
Travel - Meetings			\$	-	
Mileage	mi.	\$ 0.51	\$	-	
Lodging	day	\$ 76.00	\$	-	
Food	day	\$ 39.00	\$	-	
Incidentals	day	\$ 5.00	\$	-	
Printing/Reproduction			\$	-	
8.5x11 Black & White	1000 ea.	\$ 0.05	\$	50.00	
8.5x11 Color	100 ea.	\$ 0.25	\$	25.00	
11x17 Black & White	300 ea.	\$ 0.10	\$	30.00	
11x17 Color	ea.	\$ 1.00	\$	-	
Black & White Card Stock	ea.	\$ 0.25	\$	-	
Color Card Stock	ea.	\$ 0.85	\$	-	
Black & White Printing	1800 s.f.	\$ 0.09	\$	162.00	
Color Printing	60 s.f.	\$ 1.00	\$	60.00	
Black & White Scanning	s.f.	\$ 0.35	\$	-	
Color Scanning	s.f.	\$ 5.00	\$	-	
Mounting Boards (3/16")	18 s.f.	\$ 3.00	\$	54.00	
Laminating (Large Scale)	18 s.f.	\$ 1.50	\$	27.00	
Binding	10 ea.	\$ 2.00	\$	20.00	
Other Direct Costs			\$	-	
Traffic Engineering Consultant	Lump Sum		\$	9,750.00	
SWPPP (City & State)	Lump Sum		\$	-	
Railroad Permit(s)	Lump Sum		\$	-	
County Filing Fees	ea.	\$ 20.00	\$	-	
Robotic Total Station	hrs.	\$ 50.00	\$	-	
GPS Survey Equipment	hrs.	\$ 50.00	\$	-	
Total Other Direct Costs			\$	10,178.00	
TOTAL COST			\$	72,435.35	

Direct Labor Costs

[illegible]

Total Labor Hours	64		
Subtotal Raw Labor		\$	2,858.00
Forward Pricing	0.00%	\$	-
Total Direct Salary		\$	2,858.00
Title II Multiplier	3.04	\$	8,688.32
Total Labor Costs		\$	8,688.32

	Number of Units			
Postage/Courier				
Postage		oz.	\$ 0.44	\$ -
Courier (FedEX)		ea.	\$ 21.00	\$ -
Communications - Long Distance & Conference Calls			\$ -	\$ -
Travel - Meetings				\$ -
Mileage	212	mi.	\$ 0.51	\$ 108.12
Lodging		day	\$ 76.00	\$ -
Food		day	\$ 39.00	\$ -
Incidentals		day	\$ 5.00	\$ -
Printing/Reproduction				\$ -
8.5x11 Black & White		ea.	\$ 0.05	\$ -
8.5x11 Color		ea.	\$ 0.25	\$ -
11x17 Black & White		ea.	\$ 0.10	\$ -
11x17 Color		ea.	\$ 1.00	\$ -
Black & White Card Stock		ea.	\$ 0.25	\$ -
Color Card Stock		ea.	\$ 0.85	\$ -
Black & White Printing		s.f.	\$ 0.09	\$ -
Color Printing		s.f.	\$ 1.00	\$ -
Black & White Scanning		s.f.	\$ 0.35	\$ -
Color Scanning		s.f.	\$ 5.00	\$ -
Mounting Boards (3/16")		s.f.	\$ 3.00	\$ -
Laminating (Large Scale)		s.f.	\$ 1.50	\$ -
Binding		ea.	\$ 2.00	\$ -

Total Other Direct Costs	\$ 108.12
TOTAL COST	\$ 8,796.44

APPENDIX B

SUBCONSULTANT AGREEMENT

JOB NO. 090421

FEDERAL AID PROJECT ("FAP") NO. STPU-9036(18)
Hwy. 71 B / 12th St. / Tiger Blvd. Inters. Impvts. (Bentonville)(S)
Benton County

1. SUBCONSULTANT AGREEMENT

1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the City of Bentonville ("Owner") for Job No. 090421, dated _____, _____. McClelland Consulting Engineers, Inc. ("Consultant") and FTN Associates Ltd ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.

1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

A. ENVIRONMENTAL DATA COLLECTION

Preliminary environmental data associated with the proposed project area will be collected and assessed for the social, economic, and environmental impacts area, including:

- Air Quality
- Noise Quality
- Hazardous Materials
- Wetlands and Stream Impacts
- Water Quality, including Public Drinking Supplies
- Farmland
- Land Use and Land Cover
- Terrestrial and Aquatic Communities
- Endangered Species
- Economic
- Community
- Relocations of Homes and Businesses
- Environmental Justice and Title VI
- Recreational Areas
- Archeological and Historic Sites
- Visual
- Section 4(f)
- Secondary and Cumulative Impacts

B. ENVIRONMENTAL CONSTRAINTS MAP

All environmental data collected will be transferred to appropriately scaled aerial photographs to produce a map that indicates all known environmentally sensitive areas. The City will supply current aerial photography for use on the project; any additional photography deemed necessary beyond that provided shall be the responsibility of the Consultant.

C. ENVIRONMENTAL DOCUMENT

1. Prepare Tier Three Categorical Exclusion (CE). Submit draft CE in electronic format for review by the Owner and AHTD.
2. Perform revisions necessary to respond to comments from AHTD review.
3. Submit final draft to the Owner and AHTD for FHWA approval.
4. Provide designated number of copies of CE after FHWA approval and distribute as directed. An electronic copy of the approved environmental document in pdf format will be provided to the Owner and the AHTD.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

<u>Labor Classification</u>	<u>Labor Rate Range</u>
Sr. Project Manager	\$42.00 - \$48.00
Project Scientist I-IV	\$20.00 - \$40.00
GIS Specialist	\$30.00 - \$32.00
Word Processor	\$14.00 - \$18.00

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.

5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.

5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. COVENANT AGAINST CONTINGENCY FEES

6.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

6.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

6.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

6.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

6.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

7. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Subconsultant, for itself, its successors, and its assigns, certifies and agrees as follows:

7.1. *Compliance with Regulations.* The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

7.2. *Nondiscrimination.* The Subconsultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

7.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Agreement

and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

7.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, the AHTD, or the FHWA to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the Owner, the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.

7.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Subconsultant complies with the provisions and cancellation, termination, or suspension of the Agreement, in whole or in part.

7.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subconsultant may request the Owner, the AHTD, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

8. DBE CLAUSE

8.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.

9. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

9.1 The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

9.2 The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

9.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

10.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

10.1.1. The Subconsultant and any of its Principals—

10.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

10.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

10.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 10.1.1.2; and,

10.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

10.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

10.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

10.4. The certification in subsection 10.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

11. NOTICE

11.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

11.1.1. To the Subconsultant:
FTN Associates Ltd
124 W. Sunbridge Drive, Suite 3
Fayetteville, AR 72703

10.1.2. To the Consultant:
McClelland Consulting Engineers, Inc.
1810 North College Avenue
P.O. Box 1229
Fayetteville, AR 72703/72702-1229

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

McClelland Consulting Engineers, Inc.

BY: _____
Kevin Beaumont, C. Eng. MICE.
Vice President

Date

FTN Associates, Ltd

BY: _____
David Rupe
Project Manager

Date

CERTIFICATION OF CONSULTANT

I hereby certify that I, Kevin Beaumont, am the Vice President and duly authorized representative of the firm of McClelland Consulting Engineers, Inc. whose headquarters address is 900 West Markham, Little Rock, AR 72201 and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;

(d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 30 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

The firm of McClelland Consulting Engineers, Inc. ("Consultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Consultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to Andrea McGhee (ADA/504/Title VI Coordinator), P.O. Box 34087, Little Rock, AR 72203, 501-376-4522 (Voice/TTY 711), or, the following email address: amcghee@mcclelland-engrs.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Kevin Beaumont
Vice President

Date

CERTIFICATION OF SUBCONSULTANT

I hereby certify that I, David Rupe, am the Project Manager and duly authorized representative of the firm of FTN Associates, Ltd whose headquarters address is 3 Innwood Circle, Suite 220, Little Rock, AR 72711 and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 7 of this Subconsultant Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

The firm of FTN Associates, Ltd.. ("Subconsultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Subconsultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Subconsultant's programs and activities, as well as the Subconsultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Subconsultant's nondiscrimination policies may be directed to Sharon Phillips (ADA/504/Title VI Coordinator), 3 Innwood Circle, Suite 220, Little Rock, AR 72211, 501-225-7779 (Voice/TTY 711), or , the following email address: sdp@ftn-assoc.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

David Rupe

Date

APPENDIX C
C-3

State Job No. 090421
Federal Aid Project No. STPU-9036(18)

CERTIFICATION OF CITY OF BENTONVILLE, ARKANSAS

I hereby certify that I am the Mayor of the City of Bentonville, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Mayor, City of Bentonville, Arkansas

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR
AND CITY CLERK TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH
MCCLELLAND CONSULTING ENGINEERS, INC.
FOR SERVICES ASSOCIATED WITH
INTERSECTION IMPROVEMENTS AT NORTH
WALTON BOULEVARD AND TIGER
BOULEVARD/NW 12TH STREET.

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

Section 1: That the Mayor and City Clerk be and are hereby
authorized to enter into a Professional Services Agreement with
McClelland Consulting Engineers, Inc. as set forth in the contract 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 December, 2014.

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 9, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: (479) 271-5993

ACTION REQUIRED:

Staff is seeking a resolution for the Mayor and City Clerk to enter into an amendment with CEI Engineering Associates, Inc. This amendment is for Construction Observation Services for the North Walton Multi-Use Trail Project.

COST TO CITY:

Cost of this Request: \$56,380.00

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 994,956
Funds Expended to Date	71,368
Remaining Budget	923,589
Budget Adjustment	
Remaining After Adjustment	\$ 923,588.50

Department Head: [Signature] Date: 12-5-14

Purchasing Agent: [Signature] Date: [Signature]

Finance Director: [Signature] Date: 12/5/14

Staff Attorney: CT Date: 12/5/14

Mayor: [Signature] Date: 12/6/14

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

To: Mayor and City Council
From: Ben Peters, City Engineer 
Date: 12/4/2014
Re: Construction Observation Services for North Walton Multi-Use Trail

In pursuit of willingness to participate with Federal Funding, Staff is seeking approval of a resolution for Construction Observation Services provided by CEI Engineering Associates, Inc. for the North Walton Multi-Use Trail Project. This contract amendment includes 210 days (3 hours/day) of both observation and administrative services pertaining to said project. The City of Bentonville proposes to use a combination of funding, including City of Bentonville and Federal Transportation Alternatives Program (TAP) funding for construction.

Staff has negotiated a contract amendment with CEI Engineering Associates, Inc. for Construction Observation Services. The total contract amount is not to exceed \$56,380.00.

Staff recommends approval of the contract amendment as written.

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



EXTRA WORK AUTHORIZATION

☐ CALIFORNIA
7443 N. Ingram Avenue
Suite 107
Fresno, CA 93711
(559) 447-3119
(559) 447-3128 FAX

☐ TEXAS - DALLAS
Tulleson Rd.
3030 I-35 Freeway, Suite 100
Dallas, TX 75234
(972) 488-3737
(972) 488-4732 FAX

☐ TEXAS - HOUSTON
4820 Sugar Grove Boulevard
Suite 316
Stafford, TX 77477
(281) 484-0080
(281) 484-0039 FAX

☒ ARKANSAS
5100 W. Highway 36
Suite 200
Rosenville, AR 72712
(479) 273-0472
(479) 273-0844 FAX

☐ MINNESOTA
2100 West Highway 36
Suite 200
Rosenville, MN 55113
(651) 697-0800
(651) 697-0804 FAX

☐ GEORGIA
100 North Creek, Suite 100
Atlanta, GA 30327
(404) 815-6800
(404) 815-6803 FAX

☐ PENNSYLVANIA
100 North Creek, Suite 100
Scranton, PA 18503
(570) 963-0313
(570) 963-0711 FAX

☒ ADDITIONAL WORK ☐ CHANGE IN SCOPE OF SERVICES

WORK WILL BE PERFORMED UNDER THE SAME TERMS & CONDITIONS AS IN ORIGINAL AGREEMENT. UNLESS OTHERWISE STATED

THESE SERVICES WERE VERBALLY DIRECTED AND/OR APPROVED BY Ben Peters, PE City of Bentonville ON (Date)
(If Applicable) (Client)

DATE: 11/12/14
PROJECT NAME: Walton Blvd Multi-Use Trail
PROJECT NO.: 28203
DATE OF CURRENT CONTRACT: 02/28/14
CLIENT: City of Bentonville, AR
CLIENT CONTACT: Ben Peters, PE
PROJECT MANAGER: Aaron Smith, PE

Description Of Services:	1. Construction Observation Services	Compensation: \$56,380.00 Hourly (not-to exceed)	Retainer Required: N/A
		Total \$56,380.00 Hourly (not-to exceed)	Retainer Required: N/A

1. Construction observation services to include 3 hours of Observation/Documentation Recording per day for 210 days. Services to also include, but not limited to: submittal reviews and approvals, pay application reviews and approvals, construction related coordination liaison between the Contractor and Owner, as well as other various project related reviews and approvals.

If this Authorization is not executed within 30 days, it becomes null and void. This Authorization is only valid if addressed and executed by the authorized signature of the original contracted entity or its assignment as approved per the original contract Terms and Conditions.

AGREED TO BY CEI ENGINEERING ASSOCIATES, INC.

Agreed to on this date: _____

(Signature) (Company Name)

(Date) (Company Authorized Representative & Title)

Distribution: _____
(Signature)

PLEASE SIGN & RETURN ORIGINAL

(Revised 06/25/10)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN EXTRA WORK
AUTHORIZATION TO THE EXISTING CONTRACT WITH
CEI ENGINEERING FOR CONSTRUCTION
OBSERVATION SERVICES FOR THE NORTH WALTON
TRAIL.

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
Extra Work Authorization to the existing contract with CEI Engineering for additional
construction observation services with respect to the North Walton Multi-Use Trail project as set
forth in the attached 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			
X	Bid Award	Bid #	14-49
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 9, 2014

Submitted by: Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$329,150.36. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$329,150

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

Department Head

Date

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

Mayor

Date

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: December 9, 2014

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Electric Materials bid award #14-49

The City of Bentonville recommends awarding the bids for electric material in the total amount \$329,150.36. The low bidders for the various items are as follows:

Arkansas Electric in the amount of \$41,643.75
Stuart Irby in the amount of \$103,987.14
Techline in the amount of \$69,545.55
HD Electrical Supply in the amount of \$9,699.57
Wesco in the amount of \$95,450.25
Border States in the amount of \$8,824.10

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

HD supply did not meet spec on line item #79
Techline did not meet spec on line items #3, 66, 67
Wesco did not meet spec on line items #38, 39

This award is for six months, January-June 2015. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	AECI	STUART C. IRBY CO.	TECHLINE	HD SUPPLY	WESCO	BORDER STATES	AECI	STUART C. IRBY CO.	TECHLINE	HD SUPPLY	WESCO	BORDER STATES	LOW TOTAL
1	50	EA	285 002 02101	ARM 3-5/8" X 4-5/8" X 8" -WOOD- TYPE 3 REA SPEC HUGHES BROS.	\$29.30	\$27.60	\$27.50	\$41.82	\$35.00	\$35.00			\$1,375.00				
2	50	EA	285 002 02102	ARM 3-5/8" X 4-5/8" X 10" -WOOD- TYPE 3 REA SPEC HUGHES BROS.	\$36.20	\$40.00	\$36.50	\$52.29	\$45.00	\$39.90	\$1,810.00						
3	20	EA	285 002 02195	ARM DEAD END FIBERGLASS MACLEAN 4 X 6 X 8 #PY085D004-4E OR PUPT #DA4000-96-E-2-87X-2	\$237.00	\$235.00	\$220.00	\$255.50	\$226.70	\$297.00					\$4,534.00		
4	30	EA	285 002 00002	ARM DEAD END FIBERGLASS MACLEAN 4 X 6 X 10' #PY105D0094E OR PUPT #DA4000-120-E-2-89X-2	\$279.00	\$310.00		\$319.13	\$283.20	\$335.00	\$5,370.00						
5	10	EA	285 002 02170	ARM FIBERGLASS 8" PUPT- FEATHERLITE #DA3000-96E2-872	\$255.00					\$265.00	\$2,550.00						
6	60	EA	285 002 02183	ARM GALV. 6" #AMT-104 6"X1-1/4" CANTILEVER BRACKET	\$34.85	\$35.00	\$40.00	\$38.48	\$33.25	\$36.00					\$1,995.00		
7	5	EA	285 009 25622	ENCLOSURE 1-PH 15KV 146A STEEL DURHAM #AMSPR12124-D W/GRND NUTS	\$358.00				\$310.00	\$363.00					\$1,550.00		
8	5	EA	285 009 25625	ENCLOSURE 3-PH 15KV 146A STEEL DURHAM #AMSPR32127-D	\$550.00				\$540.00	\$599.95					\$2,700.00		
9	10	EA	285 009 00015	ENCLOSURE BURTAL CONCAST FIBERCRETE BOX PAD 1-PH FC39-75- 36-3PH	\$573.65	\$588.00	\$576.00	\$590.00	\$568.00						\$5,680.00		
10	10	EA	285 009 00016	ENCLOSURE BURTAL CONCAST FIBERCRETE MOUNTING PAD 200 AMP 3PH LID FC-37-73-2-3PH-1	\$404.20	\$413.00	\$405.00	\$400.00	\$397.00						\$3,970.00		
11	10	EA	285 009 00019	ENCLOSURE BURTAL CONCAST FIBERCRETE MOUNTING PAD 600 AMP 3PH LID FC-37-73-2-3PH-2	\$404.20	\$413.00	\$405.00	\$400.00	\$397.00						\$3,970.00		
12	10	EA	285 009 00017	ENCLOSURE BURTAL CONCAST FIBERCRETE BOX PAD 1-PH FC-23-37- 32-1PH	\$429.45	\$439.00	\$430.00	\$469.00	\$420.00						\$4,200.00		
13	10	EA	285 009 00018	ENCLOSURE BURTAL CONCAST FIBERCRETE MOUNTING PAD LID 1PH FC-22-36-2-1PH-1	\$369.45	\$376.00	\$370.00	\$398.00	\$370.00		\$3,694.50						
14	30	EA	285 009 25667	ENCLOSURE SEC PEDSTAL POLYETHYLENE ADVANCED PED #DIX14WB-D-06350		\$178.00	\$185.00	\$203.00			\$5,340.00						
15	100	PR	285 002 60487	WOOD BRACES ARM 60" J4760R OR EQUAL TO (SOLD IN PAIRS)	\$14.65	\$14.40	\$14.50	\$14.70	\$14.72	\$16.45		\$1,440.00					

50	100	EA	285 073 32401	INSULATOR STRAIN 10' 6CC15-120-R	\$23.40	\$17.19	\$28.40	\$23.29	\$23.30	\$30.97										
51	10	EA	285 073 32282	INSULATOR SCREW KNOB J089 OR HUBBELL C207-0138	\$3.10	\$2.92	\$2.90	\$2.88	\$3.03	\$3.38				\$28.80						
52	400	EA	285 073 32369	INSULATOR MEDIUM SPOOL V2012/GAMMA #PT80656 OR EQUAL TO	\$0.82	\$0.59	\$0.70	\$0.90	\$0.70	\$0.74			\$236.00							
53	150	EA	285 073 32359	INSULATOR PIN C-NECK 6814R-70 OR GAMMA #PT81766R OR EQUAL TO	\$2.40	\$2.50	\$2.60	\$2.97	\$2.93	\$2.99		\$360.00								
54	90	EA	285 073 32599	INSULATOR PIN F-NECK 6183R-70 OR GAMMA #PT81966R OR EQUAL TO	\$2.80	\$2.82	\$3.60	\$3.62	\$3.61	\$3.56		\$252.00								
55	250	EA	285 073 32678	INSULATOR SUSPEN DEADEND OHIO BRASS #401015-0215	\$9.46	\$6.68	\$9.60	\$8.97	\$8.70	\$10.50			\$2,170.00							
56	3	EA	285 073 00008	INSULATOR PIN MOLDED 39KV HENDRIX #PT-3501	\$22.00			\$22.76				\$66.00								
57	20	EA	285 073 00009	INSULATOR EXTENSION 24" SALTSBURY #9520	\$70.00	\$73.00	\$89.00	\$62.43	\$68.90					\$1,248.60						
58	20	EA	285 073 00007	HOT LINE CLAMP 477 ACSB COP-ALUM. C# 5154546P	\$26.85	\$29.35	\$26.60	\$28.67	\$27.10	\$31.35			\$532.00							
59	400	EA	285 073 31382	HOT LINE CLAMP COP-ALUM. MACLEAN C1530A	\$8.87	\$9.47	\$9.45	\$10.05	\$9.46	\$10.82			\$3,386.00							
60	250	EA	285 073 24276	DEAD END SHOE 3/0-477 ACSB SPRING LOADED SIDE OPENING MACLEAN #H050-88 OR HUBBEL #ADEZ88N	\$12.35	\$11.30	\$11.90	\$11.03	\$11.34	\$13.94				\$2,767.50						
61	200	EA	285 073 24275	DEAD END SHOE 6-2/0 SPRING LOADED MACLEAN #ALSD0398-1IN	\$5.84	\$5.94	\$6.55	\$5.95	\$5.82	\$7.58					\$1,164.00					
62	100	EA	285 073 39292	PIN POLE TOP 18" NYLON ALLOY THREADS J1348Z	\$6.00	\$5.95	\$6.02	\$5.93	\$6.42	\$6.99						\$593.00				
63	200	EA	285 073 39600	PIN SADDLE CHANCE 1432Z OR MACLEAN J332Z	\$13.70	\$13.44	\$13.05	\$13.02	\$13.40	\$16.60						\$2,604.00				
64	5	EA	285 073 39413	PIN STAND OFF 18" 2-BRACKET G1MDA118AT	\$28.85	\$32.45	\$32.00	\$28.70	\$28.15	\$36.75					\$140.75					
65	5	EA	285 073 39411	PIN STAND OFF 18" MACLEAN #61HDA318DV1	\$39.46	\$42.60	\$38.95	\$39.33	\$37.20	\$55.68							\$168.00			
66	100	EA	285 073 48350	STEEL PIN WITH NYLON ALLOY THREADS J203Z	\$4.61	\$3.75	\$3.70	\$3.76	\$3.72	\$4.35								\$372.00		

67	20	EA	285 073 48281	STEEL PIN ADAPTER (TRANS. LEAD ADAPTER PIN) J2840	\$4.94	\$6.72	\$4.76	\$6.72	\$6.65	\$98.80										
68	150	EA	285 073 48379	STIRRUP 4-4/0 AC/SR SINGLE ANDERSON #AHL5-024019-E	\$12.06	\$12.04	\$11.84	\$12.37	\$12.40		\$1,776.00									
69	175	EA	285 073 48383	STIRRUP 477 AC/SR MCM ANDERSON #AHL594922E	\$29.64	\$29.27	\$28.75		\$33.99		\$5,031.25									
70	150	EA	280 075 30161	BUY ATTACH FOR STRAIN INSULATOR MAGLEAN #UG4664	\$7.42	\$7.60		\$7.48	\$6.90	\$14.80		\$1,035.00								
71	300	EA	285 073 43378	SINGLE POINT RACK J1300 OR HUBBELL #0327	\$5.10	\$4.49	\$4.40	\$4.33	\$4.35	\$5.48		\$1,299.00								
72	400	EA	285 073 15287	CLAMP W-62-1 BLACKBURN	\$1.16	\$1.13	\$1.13	\$1.14			\$452.00									
73	50	EA	285 073 15288	CLAMP W-20-AA BLACKBURN	\$1.83	\$1.81	\$1.81	\$1.82			\$90.60									
74	20	EA	285 073 15358	CLAMP WAST J0588HG OR C207-0075	\$9.10	\$6.90	\$9.00	\$4.88	\$10.60			\$97.60								
75	200	EA	286 005 00004	KADDAS KE-1048 FUSE CUTOFF COVER	\$15.80	\$17.10	\$17.05	\$17.74	\$15.85	\$3,160.00										
76	100	EA	286 005 00006	KADDAS KE-1077A TRANSFORMER BUSHING CAP	\$11.80	\$13.00	\$13.00	\$13.65	\$11.83	\$1,180.00										
77	10	EA	286 005 00010	KADDAS KE-1117 FLIPPER TRANSFORMER BUSHING COVER	\$14.90	\$16.60	\$16.00	\$16.89	\$14.00			\$140.00								
78	200	EA	286 005 00011	AB CAP TRANSFORMER ARRESTOR BUSHING COVER #AB CAP	\$3.65	\$3.70	\$10.00			\$730.00										
79	60	EA	286 035 00008	TRANS. SEC. LEAD BRACKET CHANCE #91135 1/2"X5"	\$10.26	\$10.49	\$9.97	\$9.88	\$11.80											
80	50	EA	285 078 49360	SUPPORT BRACKET 3M #MB-6	\$33.00	\$33.80	\$39.00	\$45.08	\$33.88	\$1,650.00										
81	50	EA	285 078 49360	SUPPORT BRACKET 3M #MB-5	\$33.85	\$34.00	\$35.50	\$42.39	\$28.90			\$1,445.00								
82	20	EA	285 078 49390	SUPPORT BRACKET 3M #MB-3	\$10.90	\$11.10	\$12.50	\$15.09	\$13.40	\$216.00										
83	25	EA	285 078 49353	SUPPORT BRACKET ELASTIMOLD #16- TB-2		\$9.95	\$9.93	\$10.31			\$248.25									

84	100	EA	280 075 00003	ANCHOR SCREW IN 1/4" TOUGH- CHANCE #C102-5203	\$71.83	\$67.70	\$66.85	\$73.11	\$69.40	\$71.50					\$6,685.00		
85	30	EA	280 075 01312	ANCHOR EXPANDING LARGE 30,000# J0283-1 1285-1	46.66	47.84	44.00	44.57	42.00	\$3.66					\$1,360.00		
86	300	EA	280 075 29468	GROUND ROD 5/8" X 8' COPPER 783338	\$10.89	\$10.45	\$10.45	\$10.80	\$10.45	\$10.95				\$3,135.00			
87	400	EA	280 075 29096	GROUND ROD CLAMP CU 5/8"	\$1.11	\$1.05	\$1.11	\$1.00	\$1.10	\$1.08				\$400.00			
88	400	EA	280 075 30301	GUY 602P PREF. 3/8" 60E-1107 P.L.P.	\$2.20	\$2.20	\$2.18	\$2.22	\$2.20	\$2.60				\$872.00			
89	100	EA	540 069 00081	GROUND WIRE MOLDING PLASTIC MACLEAN #PM128	\$2.18	\$2.20	\$3.05	\$2.33	\$2.05						\$205.00		
90	150	EA	280 075 30485	GUY GUARD PLASTIC 8' #70-7Y or PREFORMED PMS3921	\$3.05	\$2.30	\$3.50	\$3.10	\$3.08	\$3.49				\$345.00			
91	30	EA	280 075 30540	GUY WIRE DISPENSER #SGD-0700 P.L.P.	\$5.78	\$5.70	\$5.71	\$5.77	\$5.75	\$6.85				\$171.00			
92	6,000	FT	280 040 59538	GUY WIRE 3/8" EXTRA HIGH STRENGTH EHS-7			0.3450	0.3900		0.3700				\$2,070.00			
93	30	EA	285 029 00029	CONNECTOR FOR SWITCHGEAR ANDERSON #6TCS-41	\$9.90	\$9.72	\$9.45	\$10.65		\$11.50				\$283.50			
94	200	EA	285 029 00033	CONNECTOR WC61P8 477-477 WIRE	\$18.34	\$18.07	\$18.05	\$21.62	\$18.08	\$15.29					\$3,058.00		
95	50	EA	285 029 00034	CONNECTOR WC62P8 477-336 WIRE	\$18.34	\$18.07	\$18.05	\$21.62	\$18.08	\$15.29					\$764.50		
96	10	EA	285 029 00035	CONNECTOR WC76P8 750-477 WIRE	\$35.04	\$35.79	\$34.23	\$21.62	\$34.24	\$59.08				\$216.20			
97	40	EA	285 029 00050	CONNECTOR WC756-P8 WEITAP FOR 336 ACSR 18/1	\$16.83	\$17.20	\$16.44	\$19.98	\$16.45	\$19.94				\$657.60			
98	30	EA	285 029 00051	CONNECTOR WC63-P8 WEITAP FOR 477 ACSR 18/1 4/0 ACSR 6/1	\$18.34	\$18.07	\$18.50	\$21.79	\$18.08	\$15.29					\$458.70		
99	10	EA	285 029 00052	CONNECTOR WC66-P8 WEITAP FOR 477 ACSR 18/1 1/0 ACSR 18/1	\$18.34	\$18.07	\$18.50	\$21.79	\$18.08	\$15.29					\$152.90		
	400	EA	286 005 55129	TRANSFORMER TANK GROUND CONNECTOR 6TCL-23A	\$2.05	\$2.05	\$1.99	\$2.09	\$2.05	\$2.39				\$796.00			

101	250	EA	285 003 04120	ARRESTOR LIGHTNING SURGE 10KV COOPER #UNSD00901A1B1A	\$28.35	\$28.40	\$28.80	\$27.70	\$35.86							\$5,925.00	
102	10	EA	285 003 00012	ARRESTOR DUCKBILL MACLEAN #ZSP009-2020003	\$59.00	\$61.45	\$62.78	\$56.10								\$561.00	
103	50	EA	285 078 12335	BUSHING INSERT 200 AMP LOADBREAK ELASTIMOLD #1601A4		\$23.00	\$22.95	\$23.23							\$1,147.50		
104	400	EA	285 078 14355	CAP PROTECTIVE INSULATED WITH GROUND ELASTIMOLD #167-D86		\$20.36	\$20.40	\$20.83				\$8,152.00					
105	100	EA	285 078 25331	ELBOW ARRESTOR ELASTIMOLD #167ESA-10		\$60.40	\$60.00	\$62.27							\$6,000.00		
106	250	EA	285 078 25617	ELBOW 1/0 15KV (665-905) 220 MIL W/T POINT ELASTIMOLD #166LJ5- B-5240		\$27.70	\$27.53	\$29.72							\$6,982.50		
107	100	EA	285 078 25334	ELBOW 4/0 15KV (830-1040) 220 MIL ELASTIMOLD #166LR-C-5270-S		\$33.70	\$33.68	\$36.06							\$3,368.00		
108	60	EA	285 078 35325	LOADBREAK JUNCTION 4-POINT WITH U-STRAPS ELASTIMOLD #164J4-5		\$119.80	\$116.75	\$123.83							\$7,005.00		
109	30	EA	285 078 00022	LOADBREAK ELBOW TAP PLUG 15KV ELASTIMOLD #650ETP		\$112.60	\$110.40	\$117.50							\$3,312.00		
110	300	EA	285 078 40329	PLUG STAND OFF ELASTIMOLD #1615QF		\$32.10	\$32.12	\$34.52									
111	40	EA	285 078 53362	TERMINATOR KIT 1/0 & 4/0 (.064- 1.08 INS OD) 3M #7652-S-4-1/0 INCLUDES 1/0 STEM	\$66.50	\$71.00	\$76.00	\$78.90	\$80.83			\$2,660.00					
112	50	EA	285 078 53368	TERMINATOR KIT 500 & 750 (1.05- 1.80 INC OD) 3M #7695-S-4-40172 INCLUDES 750 LUG 40172	\$142.00	\$132.00	\$135.00	\$155.80	\$138.80					\$6,600.00			
113	10	EA	285 078 00038	TERMINATOR STEM FOR 4/0 3M #500040	\$19.55	\$22.50	\$23.00	\$22.37	\$21.30				\$195.50				
114	200	EA	285 078 56681	STUD-MOUNTED TRANS CONNECTOR CMC/BMC #N5SC350-61 5/8-11 6- POSITION	\$10.73	\$10.27	\$10.74	\$11.23	\$10.76					\$2,064.00			
115	25	EA	285 078 56686	UTLICO SEC. STUDMNT. CONN. 6- POSITION #10-500 MCM #PT6-500- CLP	\$24.23	\$19.40	\$16.75	\$19.62	\$15.99						\$418.75		
116	2	EA	285 078 00004	DEADFRONT ELBOW 4/0 TR/XLP 15KV ELASTIMOLD #665LRH-0270		\$133.94	\$133.40	\$157.60							\$266.80		
117	6	EA	285 078 00003	DEADFRONT ELBOW 500 TR/XLP 15KV ELASTIMOLD #665LRX-0330		\$133.94	\$133.40	\$167.60							\$800.40		

118	30	EA	285 078 00012	DEADFRONT ELBOW 750 TR/XLP 15KV ELASTIMOLD #K655LHM-0380	\$133.94	\$133.40	\$157.60				\$4,002.00					
119	140	EA	285 034 27700	FUSETRON FUSE HOLDER SHAWMUT FEB-21-21			\$20.14	\$16.20				\$2,268.00				
120	250	EA	285 034 27701	FUSE 600V MIDGET FASTACT RELANCE #MCL-30 ATM-30			\$13.21	\$6.00				\$1,600.00				
121	200	EA	285 034 27566	FUSE CUTOUT 100 AMP POLYMER - MP5 #SC15-H-6-1-10-B-D90				\$96.50	\$99.60			\$17,300.00				
122	30	EA	285 079 50125	FUSE UNIT END FITTING SML-20 (PFC) S&C #3097		\$303.00					\$9,090.00					
123	20	EA	285 034 27565	FUSE BARREL/DOOR 100 AMP S&C #8952IRID-BD		\$32.40					\$648.00					
124	50	EA	285 034 27650	FUSE SMU-20 100K AMP 15KV S&C 702100		\$132.60					\$6,625.00					
125	10	EA	285 079 00004	FUSE SMU-20 125E AMP 15KV S&C 612125		\$132.60					\$1,325.00					
126	10	EA	285 079 50130	FUSE SMU-20 140K AMP 15KV S&C 702140		\$132.60					\$1,325.00					
127	10	EA	285 034 27651	FUSE SMU-20 150E AMP 15KV S&C 712150		\$132.50					\$1,325.00					
128	10	EA	285 034 27652	FUSE SMU-20 175E AMP 15KV S&C 712175		\$132.50					\$1,325.00					
129	60	EA	285 034 27649	FUSE LINK/CUTOUT 3AMP S&C 64003		\$5.60					\$336.00					
130	75	EA	285 034 27670	FUSE LINK/CUTOUT 5AMP S&C 64005		\$5.60					\$420.00					
131	40	EA	285 034 27679	FUSE LINK/CUTOUT 7AMP S&C 64007		\$5.60					\$224.00					
132	20	EA	285 034 27671	FUSE LINK/CUTOUT 10AMP S&C 64010		\$5.80					\$116.00					
133	10	EA	285 034 27677	FUSE LINK/CUTOUT 15AMP S&C 64015		\$5.88					\$58.80					
134	10	EA	285 034 27675	FUSE LINK/CUTOUT 20AMP S&C 64020		\$5.88					\$58.80					

162	20	EA	540 069 00057	POLE QUIK-SET 5/6GALLON BUCKETS RAINBOW #40590	\$31.67	\$39.00	\$39.00	\$44.83	\$36.98	\$36.96	\$633.40						
163	50	EA	540 069 00027	POLE SET POLECRETE STABILIZER 3- GALLON KIT #BAK 03-PS	\$77.00	\$75.40		\$106.00				\$3,770.00					
164	20	EA	280 080 59460	WIRE SLICK POLYMER BASE POLYWATER #PJ-128 1 GALLON	\$16.13	\$13.68	\$17.00	\$18.00	\$14.05			\$273.60					
165	10	EA	280 080 00003	WIRE SLICK POLYMER BASE POLYWATER PF-640 5 GALLON		\$50.49	\$59.00	\$67.70	\$54.00			\$504.90					
											\$41,643.76	\$103,987.14	\$58,545.55	\$9,699.57	\$96,450.25	\$8,824.10	



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	14-51
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 9, 2014

Submitted by: Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$51,076.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$51,076

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

Department Head

Date

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

Mayor

Date

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: December 9, 2014

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Switchgears bid award #14-51**

The City of Bentonville recommends awarding the bids for switchgears in the total amount \$51,076.00. The low bidders for this item are as follows:

Techline in the amount of \$51,076.00

This award is for six months, January-June 2015. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

SWITCHGEAR BID #14-51

Page 1 of 1



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	14-52
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 9, 2014

Submitted by: Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award 6-month blanket bid for water materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$222,612.39. Items will be ordered on a 'as needed' basis.

COST TO CITY:

Cost of this Request: \$222,612

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

TW
Department Head
Date 11/26/14

KB
Purchasing Agent
Date 12/02/14

RD
Finance Director
Date 12/14/14

CT
Staff Attorney
Date 12/4/14

POM
Mayor
Date 12/04/14

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



M E M O R A N D U M

DATE: December 9, 2014

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Water Materials bid award #14-52**

The City of Bentonville recommends awarding the bids for water material in the total amount \$222,612.39. The low bidders for the various items are as follows:

HD Waterworks in the amount of \$13,941.98
Ferguson Waterworks in the amount of \$118,609.01
NW Arkansas Winwater in the amount of \$90,061.40

- NW Arkansas Winwater for line items #29-31 was low bid however did not meet minimum specifications.

This award is for six months, January-June 2015. 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	HD WATERWORKS	NW ARK. WINWATER	FERGUSON LOW TOTAL	HD SUPPLY LOW TOTAL	WINWATER LOW TOTAL
1	1	EA	340 060 21254	FIRY HYDRANT 5-1/4X3 6" MJ SHOE AVK/CLOW	\$1,704.40	\$1,695.90	\$1,630.00			1,630.00
2	1	EA	340 060 21266	FIRY HYDRANT 5-1/4X3-1/2 6" MJ SHOE AVK/CLOW	\$1,745.90	\$1,737.19	\$1,662.00			1,662.00
3	1	EA	340 060 21255	FIRE HYDRANT 5-1/4X4 6" MJ SHOE AVK/CLOW	\$1,787.54	\$1,778.65	\$1,646.00			1,646.00
4	1	EA	340 060 21259	FIRE HYDRANT 5-1/4X4-1/2 6" MJ SHOE AVK/CLOW	\$1,828.97	\$1,819.86	\$1,652.00			1,652.00
5	1	EA	340 060 21256	FIRE HYDRANT 5-1/4X5 6" MJ SHOE AVK/CLOW	\$1,870.50	\$1,861.17	\$1,694.00			1,694.00
6	1	EA	340 060 00024	FIRE HYDRANT 5-1/4X5-1/2 6" MJ SHOE AVK/CLOW	\$1,911.97	\$1,902.44	\$1,848.00			1,848.00
7	1	EA	340 060 21257	FIRE HYDRANT 5-1/4X6 6" MJ SHOE AVK/CLOW	\$1,953.40	\$1,943.65	\$1,850.00			1,850.00
8	400	FT	658 060 34358	PIPE 6" C-900 CL200 DR-14	\$4.85	\$5.08	\$4.85	1,940.00		
9	7,000	FT	658 060 34361	PIPE 8" C-900 CL200 DR-14	\$8.30	\$8.75	\$8.35	58,100.00		
10	100	FT	658 060 34363	PIPE 12" C-900 CL200 DR-14	\$17.82	\$18.78	\$18.02	1,782.00		
11	490	FT	658 060 34420	PIPE 4" SDR-26 12454B SEWER D3034	\$1.09	\$1.13	\$1.07			524.30
12	280	FT	658 060 34394	PIPE 6" SDR-26 12454B SEWER D3034	\$2.31	\$2.42	\$2.29			641.20
13	4060	FT	658 060 34433	PIPE 8" SDR-26 12454B SEWER D3034	\$4.15	\$4.35	\$4.14			16,808.40
14	700	FT	658 060 34438	PIPE 12" SDR-26 12454B SEWER D3034	\$9.23	\$9.72	\$9.28	6,461.00		
15	2000	FT	658 091 47073	3/4" CTS DRISCO TUBING SDR9 (100' PER REEL)	\$0.25	\$0.33	\$0.28	500.00		
16	6000	FT	658 091 47074	1" CTS DRISCO TUBING SDR9 (100' PER REEL)	\$0.38	\$0.49	\$0.36			2,160.00
17	15,000	FT	658 060 00001	TRACER WIRE 10 THHN SOLID COPPER	\$0.16	\$0.40	\$0.18	2,400.00		
18	15	EA	659 044 00009	4" ACCESSORY KIT MJ BOLT/GASKET	\$11.60	\$12.87	\$12.88	174.00		
19	50	EA	659 044 00003	6" ACCESSORY MJ BOLT/GASKET ONLY	\$14.50	\$16.10	\$15.42	725.00		
20	50	EA	659 044 00004	8" ACCESSORY MJ BOLT/GASKET ONLY	\$15.75	\$17.52	\$16.42	787.50		
21	10	EA	659 044 00007	12" ACCESSORY MJ BOLT/GASKET ONLY	\$22.33	\$24.82	\$24.80	223.30		
22	5	EA	659 044 00113	6" ACCESSORY MJ WITH GLAND	\$19.18	\$21.32	\$21.30	95.90		
23	50	EA	659 044 00115	8" ACCESSORY MJ WITH GLAND	\$21.92	\$24.36	\$23.06	1,096.00		

24	5	EA	659 044 00002	8" DI MEGALUG GLAND RETAINER FORD#UFR1400D-GLAND (SER 1400)	\$15.03	\$16.20	\$17.62	75.15	
25	5	EA	659 044 24411	8" DI MEGALUG GLAND RETAINER FORD#UFR1400D-D8 (SER 1400)	\$17.68	\$19.06	\$20.82	88.40	
26	5	EA	659 044 00001	8" DI MEGALUG GLAND RETAINER FORD#UFR1400D-D8 (SER 1400)	\$26.98	\$29.08	\$31.64	134.90	
27	5	EA	659 044 24417	8" MJ DI GLAND RETAINER FOR DUCTILE IRON	\$20.00	\$47.96	\$40.00	100.00	
28	5	EA	659 044 24416	8" MJ DI GLAND RETAINER FOR DUCTILE IRON	\$32.00	\$50.24	\$50.00	160.00	
29	10	EA	659 044 24516	4" CIRCLE-LOCK C-900 FORD #UFR1500-C-4	\$22.00	\$23.43	\$21.65	220.00	
29	20	EA	659 044 24517	6" CIRCLE-LOCK C-900 FORD#UFR1500-C-6	\$25.33	\$27.30	\$26.30	506.60	
30	60	EA	659 044 24518	8" CIRCLE-LOCK C-900 FORD#UFR1500-C-8	\$33.07	\$35.65	\$40.02	1,984.20	
31	5	EA	659 044 24519	12" CIRCLE-LOCK C-900 FORD#UFR1500-C-12	\$64.23	\$69.23	\$77.00	321.15	
32	15	EA	659 033 01300	ANCHOR COUPLING 8" MJ X 13" FUSION BOND EPOXY COATED US	\$138.37	\$153.00	\$112.60		1,689.00
33	15	EA	659 033 01310	ANCHOR COUPLING 8" MJ X 13" FUSION BOND EPOXY COATED US	\$204.13	\$225.00	\$167.55		2,513.25
34	2	EA	659 033 00004	ANCHOR COUPLING 12" MJ X 13" FUSION BOND EPOXY COATED US	\$706.24	\$780.00	\$716.95	1,412.48	
35	10	EA	659 017 03130	BEND 8" 45 MJ DI FUSION BOND EPOXY COATED	\$141.11	\$156.75	\$143.20	1,411.10	
36	2	EA	659 017 03132	BEND 8" 11-1/4 MJ DI FUSION BOND EPOXY COATED	\$126.04	\$140.00	\$127.90	252.08	
37	4	EA	659 042 20272	ELL 8" MJ DI FUSION BOND EPOXY COATED	\$118.51	\$131.65	\$120.28	474.04	
38	4	EA	659 042 20268	ELL 8" MJ DI FUSION BOND EPOXY COATED	\$176.73	\$196.35	\$179.36	706.92	
39	1	EA	659 085 46440	TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND	\$198.55	\$220.73	\$201.60	198.65	
40	4	EA	659 085 00002	TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND	\$345.24	\$383.60	\$350.40	1,380.96	
41	5	EA	659 085 46445	TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND	\$247.28	\$274.50	\$251.00	1,236.40	
42	1	EA	659 085 46448	TEE ANCHOR 12X12X6 MJ DI EPOXY COATED FUSION BOND	\$480.18	\$534.00	\$487.48	480.18	
43	1	EA	659 085 46449	TEE ANCHOR 12X12X6 MJ DI EPOXY COATED FUSION BOND	\$539.78	\$599.75	\$548.00	539.78	
44	2	EA	659 085 46256	TEE 8X8X6 EPOXY COATED FUSION BOND	\$219.20	\$243.50	\$222.50	438.40	
45	2	EA	659 085 46257	TEE 12X12X12 EPOXY COATED FUSION BOND	\$647.31	\$600.14	\$555.62	1,094.62	
46	2	EA	659 027 05030	CAP 6" MJ DI EPOXY COATED FUSION BOND	\$47.95	\$53.25	\$48.65	95.90	
47	2	EA	659 027 05040	CAP 8" MJ DI EPOXY COATED FUSION BOND	\$75.35	\$83.70	\$76.48	150.70	
48	1	EA	659 027 05060	CAP 12" MJ DI EPOXY COATED FUSION BOND	\$138.37	\$155.75	\$140.48	138.37	
49	5	EA	659 065 37277	REDUCER 8X6 MJ DI EPOXY COATED FUSION BOND	\$114.39	\$127.10	\$116.14	571.95	
50	3	EA	659 073 44361	SOLID SLEEVE 6X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$104.80	\$116.45	\$106.40	314.40	

51	10	EA	659 073 44350	SOLID SLEEVE 8X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$135.63	\$150.50	\$137.60	1,356.30	
52	100	EA	670 063 29289	18" BROOKS METER TILE #22HFX1802KS	\$22.00	\$20.80	\$22.40		2,080.00
53	50	EA	670 063 29287	1-HOLE METER TILE LID FOR 18" BROOKS METER TILE	\$17.72	\$19.10	\$17.65		882.50
54	75	EA	670 063 29288	2-HOLD METER TILE LID FOR 18" BROOKS METER TILE	\$23.03	\$24.85	\$23.50	1,727.25	
55	20	EA	670 063 29445	30 X 36 LARGE METER TILE MID-STATES #MSP30X36	\$105.00	\$115.00	\$120.00	2,100.00	
56	20	EA	670 063 00001	30" METER TILE RING/LID TEXAS SPECIAL E.J.I.W.	\$140.01	\$150.90	\$146.00	2,800.20	
57	5	EA	670 067 00003	24" VALVE COVER EXTENSION TYLER #60 6850 SERIES	\$50.69	\$55.05	\$51.08	253.45	
58	10	EA	670 067 00002	18" VALVE COVER EXTENSION TYLER #59 6850 SERIES	\$50.00	\$51.60	\$49.00	490.00	
59	50	EA	670 067 49280	5-1/4 VALVE BOX COVER LID	\$11.65	\$15.70	\$11.55	577.50	
60	20	EA	670 067 49291	VALVE COVER TOP SHORT 10-T	\$30.10	\$28.65	\$28.08		561.60
61	10	EA	670 067 49282	VALVE COVER BOTTOM SHORT 15-B	\$37.10	\$33.25	\$34.50		346.00
62	25	EA	670 067 49294	VALVE COVER TOP TALL 16-T	\$43.84	\$40.15	\$41.80	1,003.75	
63	25	EA	670 067 49293	VALVE COVER BOTTOM TALL 24-B	\$47.27	\$48.15	\$45.08	1,127.00	
64	50	EA	670 067 49364	VALVE BOX RISER 5-1/4 X 2-1/4 TYLER #145547	\$14.70	\$15.15	\$14.36	718.00	
65	50	EA	670 067 49380	VALVE BOX PAD FORMED CEMENT	\$11.24	\$11.24	\$12.00	562.00	
66	5	EA	670 075 50282	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$452.00	\$468.00	\$448.00		2,240.00
67	8	EA	670 075 50285	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$729.00	\$744.00	\$714.00		5,712.00
68	1	EA	670 075 50288	12" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$1,439.00	\$1,500.00	\$1,410.00		1,410.00
69	4	EA	670 075 52331	8" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$633.03	\$699.00	\$690.00	2,532.12	
70	5	EA	670 075 52332	8" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$940.42	\$1,040.00	\$1,022.00	4,702.10	
71	1	EA	670 075 52330	12" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$2,141.65	\$2,375.00	\$2,325.00	2,141.65	
72	1	EA	659 029 06810	COMP. COUPLING 4"X 7" CI 6.90-7.22 S/B# 441- 00000510-900	\$57.35	\$57.80	\$65.30	57.35	
73	1	EA	659 029 06900	COMP. COUPLING 6" CI 6.90-7.22 S/B# 441- 00000722-900	\$73.50	\$74.00	\$83.75	73.50	
74	1	EA	659 029 06910	COMP. COUPLING 6"X 12" CI 6.90-7.22 S/B# 442- 00000722-400	\$159.04	\$151.00	\$171.40	151.00	
75	1	EA	659 029 06920	COMP. COUPLING 6"X 12" CI 6.90-7.22 S/B# 442- 07650722-400	\$157.42	\$151.00	\$171.40	151.00	
76	1	EA	659 029 07000	COMP. COUPLING 8"X12" 9.05-9.45 S/B# 442- 00000945-400	\$218.03	\$210.00	\$237.45	210.00	

77	1	EA	659 029 07010	COMP. COUPLING 8" X 12" CI 9.05-9.45 S/B# 442- 09850945-400	\$218.03	\$210.00	\$237.45		210.00
78	2	EA	659 029 07020	COMP. COUPLING 8"X12" CI-PVC/AC 9.05- 9.45/9.45-9.85 S/B# 442-098509450-400	\$218.03	\$210.00	\$237.45		420.00
79	10	EA	659 029 06920	COMP. COUPLING 2"x6" S/B# 525-23800-003	\$23.05	\$22.20	\$26.58		222.00
80	6	EA	659 073 39046	SADDLE 4X1 CC D.S. FORD #F202-528X-CC4	\$18.49	\$19.31		110.94	
81	30	EA	659 073 39023	SADDLE 6X1 CC D.S. FORD #F202-780X-CC4	\$23.29	\$23.83		698.70	
82	10	EA	659 073 39064	SADDLE 6X1 SS FORD #F202-690-CC4	\$24.31	\$41.00		243.10	
83	8	EA	659 073 39065	SADDLE 6X2 SS FORD #F202-690-IP7	\$46.30	\$45.35			362.80
84	20	EA	659 073 39028	SADDLE 8X1 CC D.S. FORD #F202-979X-CC4	\$25.45	\$26.05		509.00	
85	24	EA	659 073 39062	SADDLE 8X1 SS FORD #F202-905-CC4	\$52.15	\$51.00			
86	12	EA	659 073 39400	SADDLE 8X2 SS FORD #F202-905-IP7	\$66.24	\$55.05			
87	6	EA	659 073 39022	SADDLE 12X1 CC D.S. FORD #F202-14.38X-CC4	\$39.55	\$40.45		237.30	
88	6	EA	659 073 39483	SADDLE 12X1 SS FORD #F202-1320-CC4	\$73.58	\$72.00			432.00
89	6	EA	659 073 39069	SADDLE 12X2 SS FORD #F202-1320-IP7	\$75.48	\$73.90			443.40
90	2	EA	670 052 27001	LEAK CLAMP 4X7-1/2 S/B #227-09046007-000 4.74 5.57	\$76.29	\$73.20	\$75.90		146.40
91	2	EA	670 052 27007	LEAK CLAMP 6X7-1/2 S/B #227-00069007-000 6.84 7.64	\$88.51	\$85.00	\$88.06		170.00
92	1	EA	670 052 27037	LEAK CLAMP 6X13-1/2 S/B #227-00069012-000 6.84-7.64	\$132.79	\$128.00	\$132.10		128.00
93	1	EA	670 052 27482	LEAK CLAMP 4" BELL JOINT FBC-500 OR S/B 4.80-5.00	\$63.45	\$62.72	\$110.30		62.72
94	1	EA	670 052 27483	LEAK CLAMP 6" BELL JOINT S/B #274-00000690- 000 6.95-7.10	\$117.83	\$114.88	\$117.78		114.88
95	2	EA	670 052 27484	LEAK CLAMP 8" BELL JOINT S/B #274-0605-000	\$162.81	\$158.74	\$162.78		317.48
96	6	EA	670 052 27185	LEAK CLAMP 2X3 SS/FC-GASKET S/B #244- 023803-000	\$22.02	\$21.20	\$23.95		127.20
97	1	EA	670 052 27186	LEAK CLAMP 2X6 SS/FC-GASKET S/B #244- 023806-000	\$40.49	\$39.35	\$43.50		39.35
98	20	EA	670 006 33370	PIPE LUBRICANT 1-GALLON 'EASY ON'	\$9.75	\$10.00	\$9.75	195.00	195.00
99	15	EA	670 075 54001	WATER PLUG/PREDCO/FOSROC CEMENT 50L.B. PAIL		\$29.00	\$28.00		420.00
100	150	EA	670 063 29243	METER SET 56X3/4X7 WITHOUT CHECK B- 2404F WITH H-14222N AND H-14227N	\$112.68	\$118.56	\$92.52		13,878.00
101	15	EA	670 063 29241	METER SET 1 X 10 B-2404F WITH H-14222N AND H-14227N	\$186.03	\$195.75			
102	10	EA	670 063 29359	METER SET 2" VV77128-1177NL WITH BYPASS	\$652.00	\$652.00	\$649.00	6,520.00	6,520.00

103	10		EA	659 006 01210	ADAPTER MALE LF 1" MUELLER H-15428N	\$12.50	\$13.08	\$12.10			121.00
104	10		EA	659 006 01202	ADAPTER MALE LF 3/4" MUELLER H-15428N	\$10.63	\$11.08	\$10.15			101.50
105	10		EA	659 006 01208	ADAPTER MALE LF 3/4" X 110 COMP X 1" MIP MUELLER H-15428N	\$11.57	\$12.06	\$11.18			111.80
106	50		EA	659 006 01214	ADAPTER MALE LF 1" X 3/4" MUELLER H-15428N	\$10.98	\$11.45	\$10.72			536.00
107	10		EA	659 006 00001	ADAPTER MALE LF 2" 110 COMP X 2" MIP MUELLER H-15428N	\$50.56	\$52.65	\$49.06			490.60
108	50		EA	659 033 14067	COUPLING LF 3/4" 110 COMP MUELLER H- 15403N	\$12.96	\$13.50	\$12.35			617.50
109	100		EA	659 033 14081	COUPLING LF 1" 110 COMP MUELLER H-15403N	\$14.14	\$14.75	\$13.52			1,352.00
110	15		EA	659 033 14066	COUPLING GALV/PVC 3/4" FORD #C-45-33NL	\$14.20	\$14.65	\$14.22	213.00		
111	10		EA	659 033 14395	COUPLING GALV/PVC 1" FORD #C-45-44NL	\$19.02	\$19.70	\$19.06	190.20		
112	10		EA	659 033 14064	COUPLING GALV/PVC 3/4" X 1" FORD #C-45- 43NL	\$15.98	\$16.50	\$15.96			159.60
113	10		EA	659 033 14056	COUPLING ST. 3/4" X 1" FORD #C-44-34NL	\$14.71	\$15.40	\$14.90	147.10		
114	2		EA	659 033 14477	COUPLING 2" BRASS FORD C-44-77NL	\$66.30	\$68.00	\$65.80			131.60
115	25		EA	670 063 29246	METER C/P LG. LF 5/8" 110 COMP - 5/8X3/4X3/4 MUELLER H-14227N	\$11.40	\$11.97	\$11.62	285.00		
116	25		EA	659 042 20110	ELL LF 110 COMP. 1" MUELLER H-15526N	\$20.45	\$21.32	\$20.34			508.50
117	25		EA	659 042 20108	ELL LF 110 COMP. 3/4" MUELLER H-15526N	\$15.93	\$16.60	\$15.83			395.75
118	25		EA	659 030 13072	CORP COCK LF 3/4" 300 PSI CCX110 COMP MUELLER H-B-25008N	\$33.54	\$34.95	\$33.20			830.00
119	100		EA	659 030 13071	CORP COCK LF 1" 300 PSI CCX110 COMP MUELLER H-B-25008N	\$44.12	\$45.98	\$42.10			4,210.00
120	30		EA	670 063 48082	U-BRANCH LF 1X3/4X7-1/2 MUELLER H-15363N	\$32.53	\$33.90	\$29.30			879.00
121	2		EA	670 069 49080	VALVE BALL 1" FORD #B11-444NL	\$56.25	\$58.00	\$56.05			112.10
122	15		EA	670 069 49083	VALVE BALL 2" FORD #B-11-777WNL	169.50	171.90	167.20			2,508.00
123	20		EA	659 017 03557	BEND 4" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$12.64	\$7.89	\$7.10			142.00
124	15		EA	659 017 03556	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	\$9.54	\$7.77	\$7.22			108.30
125	15		EA	659 017 03553	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	\$8.79	\$7.50	\$6.90			103.50
126	1		EA	659 017 03531	BEND 8" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$45.00	\$46.15	\$43.70			43.70
127	1		EA	659 017 03530	BEND 8" 45 SDR-26 GXG HEAVY WALL SEWER	\$43.40	\$44.53	\$41.30			41.30
128	4		EA	659 084 54824	WYE 8X8X8 GXG SDR-26 HEAVY WALL SEWER	\$79.49	\$84.05	\$78.00			312.00

129	25	EA	659 094 54820	WYE 8X8X4 GXGXG SDR-26 HEAVY WALL SEWER	\$39.45	\$41.78	\$39.18			979.50
130	2	EA	659 094 54822	WYE 8X8X6 GXGXG SDR-26 HEAVY WALL SEWER	\$45.38	\$47.94	\$44.95			89.90
131	20	EA	659 073 00011	SEWER TAP SADDLE TEE 4" ROMAC INDS. #218- 4804U	\$59.99	\$74.00	\$60.00			1,200.00
132	30	EA	659 033 16409	CPLG. 4" CIPL X 4" CIPL MISSION #MR56 44 ARC			\$16.88			500.40
133	25	EA	659 033 16406	CPLG. 4" CL X 4" CIPL MISSION #MR02 44 ARC		\$25.11	\$24.45			611.25
134	6	EA	659 033 16424	CPLG. 6" CIPL X 6" CIPL MISSION #MR56 66 ARC		\$32.61	\$31.80			190.80
135	25	EA	659 033 16407	CPLG. 8" CL X 8" CIPL MISSION #MR02 88 ARC		\$42.50	\$41.46			1,036.50
136	10	EA	659 033 16425	CPLG. 8" CIPL X 8" CIPL MISSION #MR56 088 ARC		\$48.00	\$47.20			472.00
137	12	EA	659 033 16451	CPLG. 8" CL X 8" CIPL MISSION #MR02 88 ARC		\$48.00	\$47.20			566.40
138	2	EA	659 033 16426	CPLG. 10" CIPL X 10" CIPL MISSION #MR56 1010 ARC		\$62.90	\$62.98			125.96
139	6	EA	659 033 16452	CPLG. 10" CL X 10" CIPL MISSION #MR02 1010 ARC		\$62.90	\$62.98			377.88
140	1	EA	659 033 16428	CPLG. 12" CIPL X 12" CIPL MISSION #MR56 1212 ARC		\$77.00	\$75.48			75.48
141	4	EA	659 033 16453	CPLG. 12" CL X 12" CIPL MISSION #MR02 1212 ARC		\$77.00	\$75.48			301.92
142	1	EA	659 033 00015	CPLG. 15" CIPL X 15" CIPL MISSION #MR56 1515 ARC		\$131.76	\$133.16			133.16
143	1	EA	659 033 16454	CPLG. 15" CL X 15" CIPL MISSION #MR02 1515 ARC		\$145.58	\$147.12			147.12
144	1	EA	659 033 00016	CPLG. 18" CIPL X 18" CIPL MISSION #MR56 1818 ARC		\$285.18	\$278.96			278.96
145	1	EA	659 033 16455	CPLG. 18" CL X 18" CIPL MISSION #MR02 1818 ARC		\$380.85	\$372.57			372.57
146	1	EA	659 033 00017	CPLG. 24" CIPL X 24" CIPL MISSION #MR56 2424 ARC		\$365.00	\$356.32			356.32
147	1	EA	659 033 00014	CPLG. 24" CL X 24" CIPL MISSION #MR02 2424 ARC		\$486.00	\$475.78			475.78
148	4	EA	659 033 16450	CPLG. REDUCER 8X8 CI/PVC FERNCO #1056-85	\$18.81		\$20.00	75.24		
149	4	EA	659 033 16459	CPLG. REDUCER 8 X 4 CI/PVC FERNCO #105684EB	\$11.88	\$8.25	\$15.00	33.00		
150	10	EA	890 030 28291	8" MANHOLE GASKET 8CMA	\$4.00	\$3.50	\$8.50	35.00		
151	2	EA	890 030 28292	10" MANHOLE GASKET 10CMA	\$5.00	\$21.50	\$12.50	10.00		
152	2	EA	890 030 28294	12" MANHOLE GASKET 12CMA	\$6.00	\$23.10	\$15.50	12.00		
153	15	EA	890 030 28296	MANHOLE RING/LID 250# 24A W.I.W./E.J.I.W./MULCAN	\$177.50	\$186.00	\$175.00			2,625.00
154	8	EA	890 030 28348	MANHOLE EXTENSION 2' 23-1/2" NO FOREIGN MADE	\$52.52	\$64.00	\$53.06			

155	8		EA	890 030 28348	MANHOLE EXTENSION 4" 23-1/2" NO FOREIGN MADE	\$100.03	\$102.00	\$101.10	800.24		
156	8		EA	890 030 28350	MANHOLE EXTENSION 6" 23-1/2 NO FOREIGN MADE	\$150.03	\$154.00	\$151.62	1,200.24		
157	10		EA	890 030 28468	MANHOLE SEALANT "RAM-NECK" 3/4" COILS	\$8.40	\$9.50		84.00		
158	6		EA	890 030 28286	MANHOLE LID ONLY 250# 24A W/1WE.J1W/VULCAN	\$76.50	\$77.00	\$75.50			453.00
									118,609.01	13,941.98	90,061.40



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	14-53
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 9, 2014

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 \$165,025.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$165,025

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

Department Head

Date

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

Mayor

Date

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 9, 2014

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Street Material bid award #14-53**

The City of Bentonville recommends awarding the bids for street material in the total amount \$165,025.00. The low bidders for the various items are as follows:

McClinton Anchor in the amount of \$5,875.00
Benton County Stone in the amount of \$123,550.00
Hutchenson Construction in amount of \$35,600.00

This award is for one year, January-December 2015. 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. 14-53

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION
7,000	TON	Our # 750 035 04017 SB2/CLASS 7 BASE <u>Benton County Stone</u>	<u>\$10.25</u>	<u>71,750.00</u>
4,000	TON	Our # 750 035 00005 CHAT 3/4" CLASS 67 BEDDING MATERIAL <u>Benton County Stone</u>	<u>\$12.95</u>	<u>51,800.00</u>
500	TON	Our # 750 035 04040 B-STONE (LARGE ROCK FOR DRAINAGE) <u>APAC</u>	<u>\$11.75</u>	<u>5,875.00</u>
400	TON	Our # 750 060 04018 PREMIX <u>Hutchenson Construction</u>	<u>\$89.00</u>	<u>35,600.00</u>
		TOTAL BID COST		<u>\$165,025.00</u>



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 9, 2014

Submitted by: Jennifer Lopez-Jones

Department

District Court

Phone

479-271-5923

ACTION REQUIRED:

Request for approval of a waiver of bid for the Mayor and City Clerk to enter into a contract with Foster Roofing for the replacement of the roof of the District Court building in the amount of \$30,268.00.

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	\$



Purchasing Agent

Date

Finance Director

Date

CT
Staff Attorney
Date
BMC
Mayor
Date 12/04/14

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 11/24/2014

Requested by: Jennifer Lopez-Jones

Department: District Court

DESCRIPTION OF REQUEST:

Type of Equipment: New Roof for District Court Building

Year & Model: _____

Serial # _____

To Be Purchased From: Foster Roofing

3357 Wagon Wheel Rd.

Springdale, ar 72762

Amount: Base Amount: \$ 30,268.00

Tax: _____

*Other: _____

TOTAL

\$ 30,268.00

* List all other costs:

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

The District Court building is experiencing issues with the current roofing. Upon inspection it was discovered that there are concerns with the angle of drip edge which has led to damage of the underlying decking. The decking is rotten in places and will lead to leaks, if they do not already exist. With the imminence of winter weather it is requested that this roof be replaced as expediently as possible to prevent any further damage to the building.

Department Head

Director of Finance & Administration

Revised 6-18-99

Memo
District Court Budget Adjustment

In October the City of Bentonville Engineering department and Maintenance department were doing some work around the District Court facility. During one of these times it was raining outside and the departments noticed that the gutters around the District Court building had places where there were significant drips from the underside of the gutters. As such it was suggested that we have the roof inspected for possible damage as the drips from the gutter underside indicated a potential issue.

Foster Roofing came out and confirmed the suspicions. The drip edge was not installed at the correct angle thereby resulting in the water wicking back through the decking. Additionally, the shingles at the perimeter of the building should have been installed in a different manner or, in the alternative the use of "starter" shingles would have been warranted. The recommendation of the roofing company was a total replacement of the roof as you cannot determine the extent of the damage to the decking without tearing off a significant portion of the shingles. Additionally, the shingles currently in use are residential and not commercial shingles. The roofing company has recommended snow and ice shield be used as well as commercial shingles to complete this project properly.

The District Court has had prior minor repairs made to this roof for various leaks experienced. The complete replacement of this roof should fix any prior defects and allow for no further issues in this regard.

Respectfully,

Jennifer Lopez-Jones



3357 Wagon Wheel Rd
Springdale, AR 72762
www.roofwithfoster.com

Estimate

479-751-2300 Phone

479-751-0187 Fax

Date	Estimate #
11/14/2014	15885

Customer Name and Address:
Benton District Court Jennifer Jones 2706 S Walton Blvd Bentonville AR 72712

Phone	479-271-3120
Alternate	
Email	jenniferJ@bentonvillear.co...

P.O. No.	Job Address	Terms
	2706 S Walton Blvd	Good for 30 days
Description		Total
Labor and Materials: 147 1 Layer Tear Off. Roof pitch: 4/12 Haul away all trash and debris to an approved landfill. Clean entire job when finished Inspect decking for water or structural damage. Replace any damaged or rotten decking at \$40.00 per sheet. Install new 15 # felt paper and ice and water shield underlayment as needed. 10rls WL Install new pipe flashings on all plumbing vents. 15 and 1 4" Install new pre-finished aluminum drip edge. 50 Install new roof ventilation: 8 low profile vents (Lomanco 750's): Color to match shingles. Install new Limited Lifetime Architectural shingles as per manufactures specs: Color of your choice: _____ Note: Ice and water on all perimeters and valleys **** Alternative price - Horizon Loc 26 ga metal roof system - \$66,150.00 **** Provide standard one year labor warranty. Provide standard manufacturers warranty. Workman Compensation Insurance is current. General Liability insurance is current. Thank you very much. Mike Kinne 479-586-1108 There is no guarantee that we will fix a leak the first time. Foster Roofing is not responsible for previous damage due to leaks, nor will we be held accountable for any further damage if the origin of the leak is not corrected right away. It is the responsibility of the homeowner to move any items that could be damaged during the repair process. Foster Roofing is not responsible for anything that might be damaged or broken while the work is being completed. Additionally, Foster Roofing is not responsible for damage to or repositioning of satellite dishes, damaged interior air conditioner lines, or damaged interior gas lines. This is a firm bid. No credits will be given for unused materials left at the job site. Unused materials will be picked up by our supplier.		30,268.00
IMPORTANT NOTICE TO OWNER		Total \$30,268.00

I UNDERSTAND THAT EACH CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER, ARCHITECT, ENGINEER, SURVEYOR, APPRAISER, LANDSCAPER, ABSTRACTOR, OR TITLE INSURANCE AGENT SUPPLYING LABOR, SERVICES, MATERIAL, OR FIXTURES IS ENTITLED TO A LIEN AGAINST THE PROPERTY IF NOT PAID IN FULL FOR THE LABOR, SERVICES, MATERIALS, OR FIXTURES USED TO IMPROVE, CONSTRUCT, OR INSURE OR EXAMINE TITLE TO THE PROPERTY EVEN THOUGH THE FULL CONTRACT PRICE MAY HAVE BEEN PAID TO THE CONTRACTOR. I REALIZE THAT THIS LIEN CAN BE ENFORCED BY THE SALE OF THE PROPERTY IF NECESSARY. I AM ALSO AWARE THAT PAYMENT MAY BE WITHHELD TO THE CONTRACTOR IN THE AMOUNT OF THE COST OF ANY SERVICES, FIXTURES, MATERIALS, OR LABOR NOT PAID FOR.

I KNOW THAT IT IS ADVISABLE TO, AND I MAY, REQUIRE THE CONTRACTOR TO FURNISH TO ME A TRUE AND CORRECT FULL LIST OF ALL SUPPLIERS AND SERVICE PROVIDERS UNDER THE CONTRACT, AND I MAY CHECK WITH THEM TO DETERMINE IF ALL MATERIALS, LABOR, FIXTURES, AND SERVICES FURNISHED FOR THE PROPERTY HAVE BEEN PAID FOR. I MAY ALSO REQUIRE THE CONTRACTOR TO PRESENT LIEN WAIVERS BY ALL SUPPLIERS AND SERVICE PROVIDERS, STATING THAT THEY HAVE BEEN PAID IN FULL FOR SUPPLIES AND SERVICES PROVIDED UNDER THE CONTRACT, BEFORE I PAY THE CONTRACTOR IN FULL. IF A SUPPLIER OR OTHER SERVICE PROVIDER HAS NOT BEEN PAID, I MAY PAY THE SUPPLIER OR OTHER SERVICE PROVIDER AND CONTRACTOR WITH A CHECK MADE PAYABLE TO THEM JOINTLY. NOTE: PAYMENTS MADE WITH A CREDIT CARD ARE SUBJECT TO A 3 % PROCESSING FEE. CANCELLATION OF CONTRACT INVOKES A 10% CANCELLATION FEE.

SIGNED: _____ DATE: _____

ADDRESS OF PROPERTY: _____

I HEREBY CERTIFY THAT THE SIGNATURE ABOVE IS THAT OF THE OWNER, REGISTERED AGENT OF THE OWNER, OR AUTHORIZED AGENT OF THE OWNER OF THE PROPERTY AT THE ADDRESS SET OUT ABOVE.

CONTRACTOR: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH FOSTER ROOFING FOR THE REPLACEMENT OF THE DISTRICT COURT BUILDING ROOF 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 Foster Roofing for the replacement of the roof of the District Court building in the amount \$30,268.00 plus applicable unit costs as per the Proposal attached hereto as Exhibit A.

Section 2: Because of the immediate need for this repair and replacement to occur to avoid further damage to the facility, 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 #
X	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

Submitted by: Jennifer Lopez-Jones

Department

District Court

Phone

479-271-5923

ACTION REQUIRED:

District Court requests a budget adjustment to cover the cost of replacement of the District Court building roof.

COST TO CITY:

Cost of this Request: \$30,268

Additional Budget Amount \$30,268

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	17,425
Funds Expended to Date		12,662
Remaining Budget		4,763
Budget Adjustment		30,268
Remaining After Adjustment	\$	35,031

Department Head [Signature]

Date 11/6/14

Staff Attorney

Date

Purchasing Agent

Date

Mayor [Signature]

Date 12/04/14

Finance Director

Date

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

117 WEST CENTRAL AVENUE • BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE







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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 9, 2014

Submitted by: Mike Bender

Department: Public Works Director

Phone: 271-6720

ACTION REQUIRED:

Staff requests Council approval of Change Order No. 2 for Rosetta Construction, LLC for a total increase of \$248,712.00 and increase of 180 days contract time for the Bella Vista Bypass utility relocation project.

COST TO CITY:

Cost of this Request: \$248,712

Additional Budget Amount: \$248,712

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	4,487,674
Funds Expended to Date		\$1,792,147
Remaining Budget		2,695,527
Budget Adjustment		248,712
Remaining After Adjustment	\$	2,944,239

AMB
Department Head
Date: 12/1/14

CT
Staff Attorney
Date: 12/4/14

Purchasing Agent
Date:

Pom
Mayor
Date: 12/24/14

JOL
Finance Director
Date: 12/4/14

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender *[Signature]*

CC:

Date: December 1, 2014

Re: Change Order #2 for Rosetta Construction, LLC for Bella Vista Bypass Utility Relocation Project

Staff recommends approval of Change Order #2 for Rosetta Construction, LLC for the Bella Vista Bypass Utility Relocation Project. This change order will increase the contract amount by \$248,712.00 and increase the contract time by 180 days. This change order includes changes to bore across Hwy 71B (North Walton Blvd) and minor changes to accommodate lighting of the proposed temporary roundabout. Per our agreement with AHTD, \$15,615.21 qualifies for reimbursement. The original contract with Rosetta was for \$4,633,953.00. Change Order #1 reduced the contract by \$146,279.00 to a total of \$4,487,674.00. This change order revises the contract amount to \$4,736,386.00.

The original design of the sewer and electric relocation included three (3) bores across North Walton Blvd. (16" for Electric, 30" and 36" bores for sewer). The borings were initially started from the east side of the road boring westerly. The conditions of the rock are inconsistent and were causing issues keeping the bore on line. The bore was moved to the west side of the road where continuous rock was found. Once the bores were started on the west side headed easterly, the ground conditions changed. The conditions are such that the top of the bore was caving in compromising the integrity of the highway. After researching methods and several attempts, it was determined that the best way to cross North Walton without compromising the road would be to hand tunnel and line the tunnel as it is excavated. This change order removes the bores that were not completed and replaces them with one 72" tunnel. All three utilities will be placed in this tunnel. The increase in days is due to the one month lead time on the tunnel plates, boring time to allow for approximately one foot per day, then time to load the tunnel and tie in the utilities, etc. Completion of the project with this change order is scheduled for June 24, 2015. Funding for the change order will be from Wastewater set asides, Electric Dept. funds and AHTD reimbursement.

Thank you for your consideration of this request.

Change Order

No. 2

Date of Issuance: _____ Effective Date: _____

Project: Bella Vista Bypass	Owner: Bentonville Water Utilities	Owner's Contract No.:
Contract: Water & Sewer Main Replacement		Date of Contract: April 3, 2014
Contractor: Rosetta Construction, LLC		Engineer's Project No.: FY072128

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

Description: Modify construction quantities in accordance with attached schedule. Construct 72-Inch Diameter Tunnel under Hwy 71B. Modify electrical conduits at North McKisic Creek Road.

Attachments (list documents supporting change):

Schedule of quantities and cost changes, Contractor's proposed prices and time extension.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$4,633,953.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>225 (11/28/14)</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. _____: \$146,279.00	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. _____: Substantial completion (days): <u>N/A</u> Ready for final payment (days): <u>20</u>
Contract Price prior to this Change Order: \$4,487,674.00	Contract Times prior to this Change Order: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>245 (12/26/14)</u>
[Increase] [Decrease] of this Change Order: \$248,712.00	Increase for this Change Order: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>180 days</u>
Contract Price incorporating this Change Order: \$4,736,386.00	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>425 Days (6/24/15)</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

**ATTACHMENT TO CHANGE ORDER #2
TUNNEL UNDER HWY 71B & ELECTRICAL CONDUIT REVISIONS
BENTONVILLE - BELLA VISTA BYPASS
AHTD JOB 090024
NOVEMBER 26, 2014**

For 18" Gravity Sewer and 24" Force Main at the Highway 71 Intersection:
Part of Phase 1 and 2 Bid Schedule, AHTD Reimbursement Percentage = 9.10%

Bid Item	Description	Change in Qty.	Unit	Bid Cost	Change in Cost	AHTD Reimbursement	AHTD Amount
29	Delete 36-Inch Bored Steel Casing	-268	Ft	850	(\$227,800)	9.10%	(\$20,728.80)
31	Delete 30-Inch Bored Steel Casing	-250	Ft	\$750	(\$187,500)	9.10%	(\$17,062.50)
N/A	Add 72-Inch Tunnel Under Hwy 71B (73% of Unit Cost for Sewer at \$4993/ft)	+130	Ft	\$3,644.89	\$473,835.70	9.10%	\$43,119.05
N/A	Delete 16-Inch Electrical Casing Inside Tunnel	-130	Ft	\$150	(\$19,500)	9.10%	(\$1,774.50)
N/A	Add 36-Inch Direct Bury Steel Casing at Creek	+148	Ft	\$295	\$43,660	9.10%	\$3,973.06
N/A	Add 30-Inch Direct Bury Steel Casing at Creek	+130	Ft	\$240	\$31,200	9.10%	\$2,839.20
N/A	Add Concrete Encasement on 36-Inch Casing at Creek	+70	Ft	\$300	\$21,000	9.10%	\$1,911.00
N/A	Add Concrete Encasement on 30-Inch Casing at Creek	+70	Ft	\$240	\$16,800	9.10%	\$1,528.80
26	Add Sewer Main Trench and Backfill, 0-10' Feet Deep	+70	Ft	\$100	\$7,000	9.10%	\$637.00
27	Add Sewer Main Trench and Backfill, 10-14' Feet Deep	+60	Ft	\$140	\$8,400	9.10%	\$764.40
N/A	Add Riprap at Creek Banks	+90	CY	\$50	\$4,500	9.10%	\$409.50
Total Phase 1 and 2 Bid Schedule Changes					\$171,595.70		\$15,615.21

PHASE 1 ELECTRICAL BID SCHEDULE CHANGES, NON AHTD REIMBURSABLE

Bid Item	Description	Change in Qty.	Unit	Bid Cost	Change in Cost	AHTD Reimbursement	AHTD Amount
E-12A	Delete 16-Inch Bored Steel Casing	-250	Ft	\$635	(\$158,750)	0%	\$0
N/A	Add 72-Inch Tunnel Under Hwy 71B (27% of Unit Cost for Electric Dept. at \$4993/ft)	+130	Ft	\$1,348.11	\$175,254.30	0%	\$0
N/A	Add 16-Inch Electrical Casing in Tunnel	+130	Ft	\$150	\$19,500	0%	\$0
N/A	Add 16-Inch Direct Bury Casing at Creek	+130	Ft	\$200	\$26,000	0%	\$0
N/A	Add Concrete Encasement on 16-Inch Casing at Creek	+70	Ft	\$200	\$14,000	0%	\$0
E-2	Extend Conduit Run #4	+48	Ft	\$60	\$2,880	0%	\$0
E-3	Extend Conduit Run #5	+104	Ft	\$50	\$5,200	0%	\$0
E-5	Delete Conduit Run #7	-134	Ft	\$52	(\$6,968)	0%	\$0
Total Phase 1 Electrical Bid Schedule					\$77,116.30		\$0
Change Order Total Cost Revisions					Total		AHTD
					\$248,712.00		\$15,615.21



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 9, 2014

Submitted by: Mike Bender

Department: Public Works Director

Phone: 271-6720

ACTION REQUIRED:

Council approval of a budget adjustment to cover cost increase for Change Order #2 for Rosetta Construction, LLC in an amount of \$248,712.00. Funds are from Wastewater setaside, Electric Department funds, and AHTD reimbursement.

COST TO CITY:

Cost of this Request: \$248,712

Additional Budget Amount: \$248,712

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 4,487,674
Funds Expended to Date	1,792,147
Remaining Budget	2,695,527
Budget Adjustment	248,712
Remaining After Adjustment	\$ 2,944,239

Department Head: [Signature] Date: 12/1/14

Staff Attorney: CT Date: 12/4/14

Purchasing Agent: [Signature] Date: 12/4/14

Mayor: [Signature] Date: 12/04/14

Finance Director: [Signature] Date: 12/4/14

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender *[Signature]*

CC:

Date: December 1, 2014

Re: Change Order #2 for Rosetta Construction, LLC for Bella Vista Bypass Utility Relocation Project

Staff recommends approval of Change Order #2 for Rosetta Construction, LLC for the Bella Vista Bypass Utility Relocation Project. This change order will increase the contract amount by \$248,712.00 and increase the contract time by 180 days. This change order includes changes to bore across Hwy 71B (North Walton Blvd) and minor changes to accommodate lighting of the proposed temporary roundabout. Per our agreement with AHTD, \$15,615.21 qualifies for reimbursement. The original contract with Rosetta was for \$4,633,953.00. Change Order #1 reduced the contract by \$146,279.00 to a total of \$4,487,674.00. This change order revises the contract amount to \$4,736,386.00.

The original design of the sewer and electric relocation included three (3) bores across North Walton Blvd. (16" for Electric, 30" and 36" bores for sewer). The borings were initially started from the east side of the road boring westerly. The conditions of the rock are inconsistent and were causing issues keeping the bore on line. The bore was moved to the west side of the road where continuous rock was found. Once the bores were started on the west side headed easterly, the ground conditions changed. The conditions are such that the top of the bore was caving in compromising the integrity of the highway. After researching methods and several attempts, it was determined that the best way to cross North Walton without compromising the road would be to hand tunnel and line the tunnel as it is excavated. This change order removes the bores that were not completed and replaces them with one 72" tunnel. All three utilities will be placed in this tunnel. The increase in days is due to the one month lead time on the tunnel plates, boring time to allow for approximately one foot per day, then time to load the tunnel and tie in the utilities, etc. Completion of the project with this change order is scheduled for June 24, 2015. Funding for the change order will be from Wastewater set asides, Electric Dept. funds and AHTD reimbursement.

Thank you for your consideration of this request.

BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Sewer

Date of Request: November 26, 2014

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
050-3040-438.78-20	Wastewater Setaside	\$155,980.49		\$ 155,980.49
050-3010-434.73-13	Electric Underground Primary Construct	\$ 77,116.30		\$ 77,116.30
	AHTD Reimbursement	\$ 15,615.21		\$ 15,615.21
050-3040-438.73-41	Sewer Line Improvements		\$ 248,712.00	\$ (248,712.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 248,712.00	\$ 248,712.00	\$ (0.00)

Justification:

This budget adjustment covers the increased cost for Change Order #2 for Rosetta Construction for the Bella Vista Bypass Utility Relocation project.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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www.bentonvillear.com



PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 9, 2014

Submitted by: David Wright

Department

Parks & Recreation

Phone

464-7275

ACTION REQUIRED:

Council approval of Mayor McCaslin's recommendation to appoint Chad Evans (Term to expire 12/31/17) and Thomas Butrynski (Filling Jeff Genova's unexpired term to expire 12/31/15) as new appointments to Parks and Recreation Advisory Board. Mayor McCaslin also recommends reappointment of Amy Davis and Holly Hook to the Parks and Recreation Advisory Board. (Terms to expire on 12/31/17)

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	\$ -

 11/14/2012
Department Head Date

Purchasing Agent Date

 12/4/14
Finance Director Date

CT 12/4/14
Staff Attorney Date
Rom 12/04/14
Mayor Date

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: December 1, 2014
Re: Approval of Mayor McCaslin's recommendation to appoint Chad Evans and Thomas Butrynski and reappoint Holly Hook and Amy Davis 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 two 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 8 residents applied for the vacant positions. Each applicant received an interview.

After interviewing each candidate, I forwarded two new applicants the Mayor for his appointment. Holly Hook and Amy Davis were selected to return to the board and serve their second consecutive, three year term. Chad Evans will fill Dr. Bryan Harvey's seat, while Tom Butrynski will replace Jeff Genova a term with one (1) year remaining. Each applicant comes to the board with a different vision of our department and each are very qualified to assist in developing the direction of our growing department.

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

Attachments:
New Member Applications



December 4, 2014

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

I recommend Chad Evans for appointment to the City of Bentonville's Parks and Recreation Advisory Board.

A handwritten signature in black ink, which appears to be the initials 'BMc' followed by a small flourish.

Bob McCaslin



December 4, 2014

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

I recommend Thomas Butrynski, who will be replacing Jeff Genova's unexpired term, for appointment to the City of Bentonville's Parks and Recreation Advisory Board.

A handwritten signature in black ink, which appears to be the initials "BMc" followed by a small horizontal line or flourish.

Bob McCaslin



December 4, 2014

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

I recommend Amy Davis for reappointment to the City of Bentonville's Parks and Recreation Advisory Board.

A handwritten signature in black ink, appearing to read 'Bob McCaslin' in a cursive, stylized script.

Bob McCaslin



December 4, 2014

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

I recommend Holly Hook for reappointment to the City of Bentonville's Parks and Recreation Advisory Board.

A handwritten signature in black ink, appearing to read 'RAM' with a stylized flourish at the end.

Bob McCaslin

APPLICATION FORM

RECEIVED OCT - 6 2014

For appointment to City of Bentonville Boards and Commissions

Please Print or Type all Answers

NAME: Holly Bachel Hook / Todd Hook
(If married, please give spouse's first name)

Circulation: (Do not write in this space.)

Bentonville, AR 72712
City Zip Code

S/A/A
Mailing Address Zip Code

Telephone # Home: [REDACTED]
Business: [REDACTED]

OCCUPATION/EMPLOYER: KLRC 90.9
John Brown University

LENGTH OF RESIDENCY
IN BENTONVILLE: 17 years

CHOICE OF COMMISSION: Parks and
Recreation Advisory Board

Terminate: _____
Appointed: _____
Term Expires: _____
Replaced: _____

REFERENCES:

Name Karen Parker, SR. Manager

Address Walmart Foundation

Phone [REDACTED]

Name Shelli Kert, Planning Services Manager

Address City of Bentonville

Phone [REDACTED]

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

Having a Masters degree in Teaching and 20 yrs of experience, I know
and profess the importance of recreation and culture in our daily lives.
I have worked with a variety of students - handicapped, lower income, abused,
etc. I know the importance of making programs and facilities to be all
things to all people in the most excellent way. I also have a Marketing
Degree and 10 years of experience so promoting our facilities, programs,
and Community events comes natural to me.

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

I have proudly and actively served on Full term as an Advisory Board Member.
I have attended all board meetings & excitedly volunteered at numerous
Parks and Recreation events. This is one of a few Boards that I have served
where I feel useful, valued and genuinely assisting our community with
forward thinking and serving as a voice by listening to questions/concerns.
My family is involved in several of the programs offered and we
use the parks often. I want to stay active in my community!

RETURN THIS APPLICATION TO: Mayor's Office, 117 West Central, Bentonville. 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.

APPLICATION FORM RECEIVED OCT 17 2014

For appointment to City of Bentonville Boards and Commissions

Please Print or Type all Answers

NAME: Amy Davis, Matt



Bentonville, AR 72712
City Zip Code

same
Mailing Address Zip Code

Telephone # Home:
Business:

OCCUPATION/EMPLOYER: Walnut Farm
Montessori Teacher

LENGTH OF RESIDENCY
IN BENTONVILLE: 4 years

CHOICE OF COMMISSION: Parks and
Recreation Advisory Board

Circulation: (Do not write in this space.)

Terminate: _____
Appointed: _____
Term Expires: _____
Replaced: _____

REFERENCES:

Name Ellen Beach

Address

Phone

Name Megan Bolinder

Address

Phone

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

- Original Board Member First Tee of NWA.
- Twelve Year Member PGA of America
- Master's in Teaching, Montessori Belmont University 2012
- Scholarship Athlete Auburn University 1990-95
- Academic All-SEC Bachelor's of Art - Journalism Auburn University
- Student Advisory Committee NCAA Completed 2 Marathons

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

I believe my athletic background, education and training
will bring unique perspective that minimally will add diverse
opinions to shaping the most productive future for
Bentonville Parks and Recreation.

RETURN THIS APPLICATION TO: Mayor's Office, 117 West Central, Bentonville. 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.

[Handwritten signature]

RECEIVED SEP 16 2014
APPLICATION FORM

For appointment to City of Bentonville Boards and Commissions

Please Print or Type all Answers

NAME:

THOMAS BUTRYNSKI

Circulation: (Do not write in this space.)

Resident Street Address

BENTONVILLE, ARK

City

Zip Code

Mailing Address

Zip Code

Telephone # Home

Business

Terminate:

Appointed:

Term Expires:

Replaced:

REFERENCES:

OCCUPATION/EMPLOYER:

Name

LENGTH OF RESIDENCY
IN BENTONVILLE:

Address

CHOICE OF COMMISSION:

Phone

Name

Address

Phone

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

CURRENTLY
ON
H

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

RETURN THIS APPLICATION TO: Mayor's Office, 117 West Central, Bentonville. 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.

I am a 8.5 year resident of Bentonville, Arkansas, relocating to this area to work for Wal-Mart. I am employed at Wal-Mart as a Director – Modular Development & Analytics. Married, a family man, with 2 teenage children who attend Bentonville High School we all are active in activities throughout the city. My children participated in Bentonville youth sports (baseball, basketball, soccer). My son won the Travel AA 14-Year Old Baseball World Series on the Memorial Park baseball fields a couple of years ago representing the Bentonville Blaze Team. As a family we enjoy the many walking trails throughout the city. We also enjoy the parks and sand volleyball pit. I am also an avid runner and often run through the city trails, Hidden Springs and around Lake Bella Vista. I also am a Christian and active member of First Presbyterian Church of Bentonville; there I serve on the Session as the Treasurer. The past 2 years I worked on the Boys & Girls Club of Benton County Golf Tournament Committee, the clubs single largest fund raising event, helping find sponsors for the tournament, securing financial contributions and generating interest in the club. For the 2014 tournament I served as the Prize Committee Lead responsible for a significant portion of the fundraising for the tournament (which did meet its financial target). **My desire is to participate in the process of building and shaping a growing and vibrant Bentonville.**

Other involvement in Parks & Recreation / community programs over the years:

Omaha:

- Children participated in youth soccer, baseball and basketball
- Coached youth basketball and baseball

St. Louis:

- Children participated in youth soccer, baseball and basketball
- Coached youth basketball
- Vice President of HOPE Food Bank serving food to 200+ families each week

Warren, Michigan:

- Parks & Recreation youth playground instructor
- Groundskeeper for youth baseball diamonds
- Youth baseball umpire
- Participated in youth football, basketball and baseball

The 5 reasons I want to be considered for appointment to this board:

- Offer my time and energy to work with the Mayor, City Council and City Staff to support the Parks & Recreation Department deliver on its mission "To enrich the lives through recreation, leisure and culture"
- Help to strengthen the existing recreational programs and develop new programs/services for the city
- Ensure Parks & Recreation Advisory Board is listening to the needs and desires of its residents and working to create programs/services which meet the needs of the community
- Ensure Parks & Recreation Department is maintaining and establishing (new) policies to effectively manage the activities, facilities and programs for the residents and visitors of Bentonville
- Review and ensure the Parks & Recreation Department is allocating funds to the "right" programs/services

References:

Bob Boehmler, VP Commercial Lending, Arvest Bank, Bentonville, Arkansas.
[REDACTED]

Larry Kirkpatrick, Wal-Mart U.S. Pricing Department, Bentonville, Arkansas.
[REDACTED]

Kim Garrett, Superintendent, Fayetteville Public Schools (former Bentonville HS principal)
[REDACTED]

APPLICATION FORM

RECEIVED SEP 26 2014

For appointment to City of Bentonville Boards and Commissions

Please Print or Type all Answers

NAME: CHAD EVANS / JANA
(If married, please give spouse's first name)

[Redacted Address]

BENTONVILLE 72712
City Zip Code

Same
Mailing Address Zip Code

Telephone # Home: [Redacted]
Business: [Redacted]

OCCUPATION/EMPLOYER: ARVEST BANK

LENGTH OF RESIDENCY
IN BENTONVILLE: 9 YEARS CURRENT
12 YEARS PRIOR

CHOICE OF COMMISSION:
PARKS + RECREATION BOARD

Circulation: (Do not write in this space.)

Terminate: _____
Appointed: _____
Term Expires: _____
Replaced: _____

REFERENCES:

Name DAVID SHORT

Address [Redacted]

Phone [Redacted]

Name TOM SEAY

Address [Redacted]

Phone [Redacted]

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

Although no formal education in this area, as I Arvest user for many years I do have experience in many of the parks & programs. My expertise in financial matters such as budgeting, projections & fiscal management may be helpful in some decisions. Mostly, my qualifications are as an excited, concerned & involved citizen of Bentonville, who is excited about our future.

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

Parks, trails and other amenities are vital to the quality of life in our community. There is a strong heritage & foundation (I fondly remember my days at Melvin Ford Park) and the future is incredibly bright. The leadership & direction of the staff is strong, but the voices of concerned citizens is also important. I look forward to representing the citizens of Bentonville.

RETURN THIS APPLICATION TO: Mayor's Office, 117 West Central, Bentonville. 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.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 9, 2014

Submitted by: Ed Wheeler

Department: Administration

Phone: 271-3191

ACTION REQUIRED:

Request the City Council approval the 2015 City of Bentonville Pay Plan. Attached is the list of changes to the pay plan, plus the budgeted COLA and Merit Increase numbers. There are no additional costs associated with these pay plan changes. All cost adjustments were contained in the 2015 City budget.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	\$0
Remaining Budget	-
Budget Adjustment	
Remaining After Adjustment	\$ -

EW
Department Head 12/2/14
Date

CT
Staff Attorney 12/4/14
Date

Purchasing Agent
Date

POM
Mayor 12/04/14
Date

Finance Director 12/14/14
Date

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



2015 Pay Plan Changes

Approve COLA of 1.7% (Including Elected Officials)

Approve Merit Increase of 1.3%

Job Title and Grade Changes and Additions

- Change Job Title of Secretary I & II to Administrative Assistant I & II
- Change Job Title of Custodian to Custodian I
- Add Job Title of Custodian II, Grade 14
- Change Job Title of Accounting Manager to Assistant Finance Director
- Change Position of Probation Officer/Bailiff to Grade 18
- Change Position of Powerline Electrician II to Grade 94
- Change Position of Powerline Electrician I to Grade 93
- Change Position of Apprentice Powerline Electrician to Grade 92
- Change Position of Staff Engineer to Grade 34
- Change Position of Engineering Project Manager to Grade 33
- Change Position of IT Technician III to Grade 21
- Change Position of IT Technician II to Grade 19
- Change Position of Water Distribution Inspector to Grade 20
- Change Position of Wastewater Maintenance Technician to Grade 19
- Change City Clerk's Annual Salary to \$12,000
- Change Mayor's Annual Salary to \$125,000
- Change Mayor's Annual Vehicle Allowance to \$7,200

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE 2015 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 the City of Bentonville Pay Plan with certain amendments approved in the 2014 budget, should be, and the same is hereby approved for the year 2015, with said amendments attached hereto as Exhibit "A"

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	

AGENDA FORM

CITY COUNCIL MEETING OF:

December 9, 2014

Submitted by: Denise Land

Department: Administration

Phone: 271-3118

ACTION REQUIRED:

Approval of waiver of bid for vehicle insurance premiums through the Arkansas Municipal League at no increase in the premium cost. Coverage period is January 1, 2015 through December 31, 2015 at the rate of .5% of insured value plus \$100 for liability per vehicle, \$200 for ambulance.

COST TO CITY:

Cost of this Request: \$128,500

Additional Budget Amount \$0

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	128,500
Funds Expended to Date		-
Remaining Budget		128,500
Budget Adjustment		-
Remaining After Adjustment	\$	128,500

Department Head: [Signature] Date: 12/4/14

Staff Attorney: CT Date: 12/4/14

Purchasing Agent: [Signature] Date: [Signature]

Mayor: [Signature] Date: 12/4/14

Finance Director: [Signature] Date: 12/4/14

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	<u>12/9/2014</u>		
Requested by:	<u>Denise land</u>		
Department:	<u>City Wide</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Renewal of vehicle insurance - for 2015</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Arkansas Municipal League</u>		
<u></u>			
<u></u>			
Amount:	Base Amount:	\$	<u>128,500.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>128,500.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Because of the unique nature of motor vehicle insurance requirements and liability limitations pertaining to municipalities in the State of Arkansas, the Municipal League is uniquely qualified and able to offer the lowest rates together with a high level of service by offering insurance solely to a pool of municipalities. Additionally, the Arkansas Municipal League handles the defense of most of our lawsuits, whether it is a claim that is covered by the Legal Defense Program, worker's comp claim, or a claim arising from a vehicle accident. It is more effective to have all of those things consolidated.			
<u></u> Department Head		<u></u> Director of Finance & Administration	
Revised 6-18-99			

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE CITY OF BENTONVILLE'S VEHICULAR
INSURANCE COVERAGE AND WAIVING THE
REQUIREMENT FOR 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 the Arkansas Municipal League for the City's vehicle insurance, in an amount not to exceed .5% of insured value, plus \$100 per vehicle and \$200 per ambulance as per the Proposal attached hereto as Exhibit A.

Section 2: Because of the lack of qualified providers who can provide municipalities with the low rates and other specialized benefits associated with insuring vehicles with the Arkansas Municipal League, including citywide legal defense and risk management services, 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