



**City Council
Meeting Agenda
January 9, 2024
6:00 PM
Bentonville City Hall**

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of facial coverings, and social distancing.

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. Those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make “live” public comments orally in the event they cannot attend the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

*If you would like to attend virtually, please register at the following link by 4:00 p.m. on January 9, 2024:

https://us02web.zoom.us/webinar/register/WN_rKSF8737SMeu-yuEA2-5EA

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: December 12, 2023

I. New Business

- | | |
|--|-------------------|
| 1. Professional Services Agreement for Feasibility Study, Master Plan, and Building for City Hall | Resolution |
| Resolution to enter into a professional services agreement with Minthun, Inc. for a feasibility study, master plan, and building for Bentonville City Hall expansion in the amount not to exceed \$510,000.00. No budget adjustment is needed. | |
| 2. Waiver of Bid in the amount of \$55,000.00 with Ann O'Sullivan for Fitness Services | Ordinance* |

- Ordinance requesting a bid waiver in the amount of \$55,000.00 with Ann O'Sullivan for Fitness Services for Bentonville Parks and Recreation. No budget adjustment is needed.
3. **Waiver of Bid and enter into an Agreement for Soccer Camp Services** **Ordinance***
An Ordinance waiving competitive bidding and authorizing an agreement with Challenger Sports for soccer camp services. No budget adjustment is needed.
 4. **Waive Competitive Bidding for Youth Soccer Services** **Ordinance***
Ordinance waiving competitive bidding and authorizing an agreement with Upstart Athletics for youth soccer services in the approximate amount of \$70,000.00. No budget adjustment is needed.
 5. **Amendment to Resolution 6-13-23N for Soccer Uniforms** **Resolution**
Amendment to Resolution 6-13-23N, Bid #IFB-23-37, to amend the resolution from total project cost to cost per unit pricing. No budget adjustment needed.
 6. **Enter into an Amended Agreement with Ozark Tennis Academy** **Resolution**
Resolution to enter into an amended agreement with Ozark Tennis Academy (OTA) for tennis and pickle ball services in 2024. No budget adjustment is needed.
 7. **Arkansas State Aid Program for Street Construction/Resurfacing** **Resolution**
Approve Amended Resolution allowing the Mayor and City Clerk to enter into an agreement for project C04026 through the ARDOT State Aid Program for the Street Reconstruction/Resurfacing. No budget adjustment is needed.
 8. **Resolution Authorizing Amendment #1 on the SW 10th and F Drainage Project** **Resolution**
Resolution amending the agreement with Olsson, Inc, for professional services on the SW 10th and SW F St. Project. No budget adjustment is needed.
 9. **Setting Public Hearing for Utility Easement Vacation (VAC23-0022)** **Resolution**
Approve Resolution to set Public Hearing for January 23, 2024, for a Utility Easement Vacation located at Lot 10 of East Side 2nd Addition (VAC23-0022).
 10. **Ordinance to Waive Competitive Bidding for Bibliotheca** **Ordinance***
Ordinance waiving competitive bidding requirements in an amount not to exceed \$130,000.00 to Bibliotheca for selfCheck terminals, RFID gates, staff workstations, and other library technology. An emergency clause is requested so as to not impede specialty equipment orders and to accept discounted pricing offered by the vendor. No budget adjustment is needed.
 11. **Ordinance to Waive Competitive Bidding for Tech Logic** **Ordinance***
Ordinance to waive competitive bidding requirements in an amount not to exceed \$165,000.00 to Tech Logic for an expanded automated materials handling (AMH) RFID system. An emergency clause is requested so as to not impede specialty equipment orders for the expansion and to accept discounted pricing offered by the vendor. No budget adjustment is needed at this time.

12. **Resolution Authorizing an Increase to the 2021 GTS Agreement for Construction Observation** **Resolution**
 Resolution authorizing an increase to the Bentonville Public Library's agreement with GTS, Inc., for construction observation and testing services, in amount not to exceed \$52,500.00. No budget adjustment is needed.
13. **Surplus Item for the Library Department** **Resolution**
 Resolution declaring the Library's existing Tech Logic 3-bin automated materials handling (AMH) RFID system as surplus. No budget adjustment is needed.
14. **Waive Competitive Bidding - Superior Automotive Group to Purchase a 2023 Chevy Silverado** **Ordinance***
 Ordinance requesting a waiver of bid to purchase a 2023 Silverado and upfit package which includes emergency lights and emergency safety devices from Superior Automotive Group in the amount of \$52,789.88. No Budget Adjustment is needed.
15. **Waive Competitive Bidding - Superior Automotive Group to Purchase a 2024 Chevy Tahoe** **Ordinance***
 Ordinance requesting a waiver of bid to purchase a 2024 Tahoe and upfit package which includes emergency lights and emergency safety devices from Superior Automotive Group in the amount of \$64,086.92. No Budget Adjustment is needed.
16. **Waive Competitive Bidding - Siddons Martin Emergency Group for SCBA Purchase** **Ordinance***
 Ordinance with an emergency clause to waive bids to purchase SCBA's, mask, and upgrade existing RIT packs from Siddons Martin Emergency Group. This will allow all of our apparatus to be equipped with air packs that are compatible with each other. An emergency clause is needed in order to execute the Purchase Order prior to February 1st due to the expected price increase after this date. No budget adjustment is needed.

II. Utility Board

1. **Waiver of Bid for the Purchase of (1) Half Ton Truck Replacement from Superior Auto Group** **Ordinance***
 Ordinance requesting City Council approval of a Waiver of Bid Request to purchase (1) half-ton truck from Superior Auto Group. This will be a direct replacement within our existing fleet. Requesting Emergency Clause due to mechanical failures of existing vehicle. Approved 4-0 by Utility Board. No budget adjustment is needed.
2. **Bid Award IFB-23-64 - Sanitary Sewer Manhole Rehabilitation** **Resolution**
 Resolution to award bid to Humbard Contracting Inc. for rehabilitation of sanitary sewer manholes throughout the City of Bentonville's sanitary sewer collection system. Humbard's services will be used for the 2024 calendar year and shall not exceed the 2024 budgeted amount of \$80,000.00. This item was approved by Utility Board 4-0. No budget adjustment is needed.
3. **Award Bid IFB-23-65 for Wood Poles** **Resolution**
 Resolution awarding IFB-23-65 to the lowest bidders on wood poles. Approved by Utility Board 4-0. No budget adjustment is needed.

4. **Bid Award IFB-23-70 Yearly Street Material (Premix)** **Resolution**
Resolution awarding IFB-23-70 to the lowest bidder. Approved by Utility Board 4-0. No budget adjustment is needed.
5. **Change Order to Ordinance 2023-202 for the Purchase Price of Electric Meters until June 2024** **Ordinance***
Due to surcharges passed onto Eaton from the meter supplier, the price per meter has increased. See attached breakdown for each meter price. Approved by Utility Board 4-0. No budget adjustment is needed.
6. **Change Order and Budget Adjustment for Electric AMI Project for \$371,930.76** **Resolution**
A change order and budget adjustment to Resolution 1-10-23C for additional meters for the Electric AMI project for \$371,930.76. Total cost of the project will be \$5,858,901.05. Approved by Utility Board 4-0. A budget adjustment is needed.

III. Planning

1. **Lot Split - Lots 26 and 27 of Orchard Addition (LS23-0059) -428 SE D Street** **Ordinance***
The Planning Commission voted 6-0, recommending approval, with Chairman Wright abstaining from the vote.
An Ordinance accepting a lot split of Lot 12, Block H, of Orchard Addition creating new Lots 26 & 27, Block H, of Orchard Addition to the City of Bentonville, Arkansas; and for other purposes.
2. **Lot Split - Lots 3-6 of Morningstar Subdivision (LS23-0061) -South Morningstar Road** **Ordinance***
The Planning Commission voted 7-0, recommending approval.
An Ordinance accepting a lot split of existing Lots 1 and 2 of Morningstar Subdivision, creating new Lots 3 - 6 of Morningstar Subdivision to the City of Bentonville, Arkansas; and for other purposes.
3. **Lot Split - Lot 1 of Alexander Addition (PLA23-0029) -1100 Southeast Moberly Lane** **Ordinance***
The Planning Commission voted 7-0, recommending approval.
An Ordinance accepting a lot split of Tract A of Alexander Addition creating new Lot 1 of Alexander Addition to the City of Bentonville, Arkansas; and for other purposes.
4. **Lot Split - Lot 37 of Clark's Addition (PLA23-0030) -308 Southwest E Street** **Ordinance***
The Planning Commission voted 7-0, recommending approval.
An Ordinance accepting a lot split of the south half of Lot 18 of Clark's Addition creating new Lot 37 of Clark's Addition to the City of Bentonville, Arkansas; and for other purposes.
5. **Rezoning - Seggebruch, R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential, (RZ23-0085) -604 Southwest 5th Street** **Ordinance***
The applicant modified their request during the meeting from DN-3 to DN-2.
The Planning Commission voted 7-0, recommending approval.
An Ordinance changing real estate in the City of Bentonville, Arkansas, from its present

zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential; and for other purposes.

IV. Discussion Items

- | | | |
|----|---|----------------------|
| 1. | Affordable Housing Discussion | Informational |
| 2. | City Council Procedural Discussion | Informational |

Public Comments on Tonight's Agenda Items (Limited Public Forum)



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Debbie Griffin
Phone:	2542028	For Department(s):	Administration
Email:	dgriffin@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Professional Services Agreement for Feasibility Study, Master Plan, and Building for City Hall
Action Recommendation & Justification:	Resolution to enter into a professional services agreement with Minthun, Inc. for a feasibility study, master plan, and building for Bentonville City Hall expansion in the amount not to exceed \$510,000.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The project is a Feasibility Study, Conceptual Master Plan, and Building design to expand the current Bentonville City Hall located at 305 SW A Street and the Information Technology building and site located at 402 S Main Street, with a new or renovated facility integrated into the larger Downtown Master plan that improves the City's Existing Parks and Plazas. This project is being funded entirely by a grant from the Walton Family Foundation approved and accepted by City Council in March 2023.
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: Funded by grant from WFF

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

This project is being funded entirely by a grant from the Walton Family Foundation approved by City Council in March 2023 for \$520,000.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT made as of the **Nineteenth** day of **December** in the year **Two Thousand Twenty-Three**

Project Name: Bentonville City Hall
Campus Expansion **Project No.:** 23.258.00

Project Location: 305 SW A Street Bentonville, AR 72712

Owner's Name: City of Bentonville **Telephone:** [REDACTED]

Owner's Address: 305 SW A Street, Bentonville AR 72712

Owner's Representative: Mayor Stephanie Orman

PROJECT DESCRIPTION:

The project is a Feasibility Study, Conceptual Master Plan and Building design to expand the current Bentonville City Hall located at 305 SW A Street and the Information Technology building and site located at 402 S Main Street, with a new or renovated facility integrated into the larger Downtown Master plan that improves the City's Existing Parks and Plazas. Please refer to proposal dated 12/19/23, attached as Exhibit A for details.

SCOPE OF SERVICES:

The scope of services will include programming and conceptual master planning and building design. Please refer to proposal dated 12/19/23, attached as Exhibit A for details.

COMPENSATION:

A lump sum fee of \$445,000 for Tasks 1 & 2 including an estimated reimbursable not-to-exceed amount of \$15,000 for site visits (airfare & lodging only).

An hourly fee to be determined for Task 3 with a not-to-exceed amount of \$50,000. Please refer to proposal dated 12/19/23, attached as Exhibit A for details.

APPROVED AND ACCEPTED in accordance with General Terms of Agreement on Pages 3-5.

Attachments: Exhibit A - Mithun's proposal dated 12/19/23

OWNER:

By: _____
Owner or Owner's Authorized Representative
(Signature)

Name: _____

Title: _____

ARCHITECT:

By: 
Mithun, Inc.
(Signature)

Name: David w. Goldberg, FAIA

Title: President

GENERAL TERMS OF AGREEMENT

The services and compensation of Architect are based upon the following conditions. Services that are not specifically noted in this agreement or an accompanying proposal are expressly excluded. Authorization for Architect to proceed constitutes agreement to these general terms of agreement.

COMPENSATION: When compensation is based on hourly rates, the following rates shall apply. These rates are effective until **March 31, 2024**. The Architect reserves the right to modify hourly table after this date.

Staff Level 1	\$285/hr.	Staff Level 5	\$180/hr.	Staff Level 8	\$150/hr.
Staff Level 2	\$240/hr.	Staff Level 6	\$170/hr.	Staff Level 9	\$140/hr.
Staff Level 3	\$210/hr.	Staff Level 7	\$160/hr.	Staff Level 10	\$125/hr.
Staff Level 4	\$190/hr.				

COMPENSATION FOR SERVICES OF CONSULTANTS: Unless part of a fixed fee agreement, compensation for work performed by consultants shall be billed to the Owner at a multiple of 1.15 times the amount billed to the Architect.

REIMBURSABLE EXPENSES: Reimbursable expenses are in addition to compensation. They include expenditures in connection with the Project for such items as reproductions, plots, postage and deliveries, fax, long-distance calls, travel, fees to governmental agencies, models, renderings, etc. These expenses are billed to the Owner at a multiple of 1.15 times actual expense to Architect. If requested, backup for reimbursable expenses will be provided at an additional administrative charge of \$125.00 per hour.

PAYMENTS: Payments for services shall be made monthly according to the billings issued. They include compensation plus reimbursable expenses. Payments are due upon receipt of billing. If payment of the full amount of the invoice is not received within thirty (30) days of submission, the Architect shall have the right to suspend or terminate all work at the discretion of the Architect. The right to terminate or suspend services under the terms of this paragraph shall be without liability to Architect and shall be in addition to all other legal, equitable, or contractual remedies available to Architect. Owner shall have no right of setoff against any billings of Architect for disputed claims or services. Payments due over thirty (30) days past the billing period date shall bear late charges of 1.00% per month. If payments for amounts due on this Agreement or any portion are not paid in accordance with the terms of the Agreement, the Owner agrees to pay all costs of collection, including reasonable attorneys' fees, if the matter is placed in the hands of an attorney for collection, or if suit shall be brought. As a normal procedure, Architect may file a "Notice of Professional Services" or any other allowed notices with the county in which the Project is located.

CONTRACT MODIFICATIONS: The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the negligence of the Architect, any Additional Services provided in accordance with this section shall entitle the Architect to additional compensation and an appropriate adjustment in the Architect's schedule. Contract modifications for Additional Services and contract changes, including, but not limited to changes in the description of the project, in the description of the services, or in the description of the compensation and method of payment shall be documented in writing, using the Architect's Scope / Fee Modification to Owner and Architect Agreement.

TERMINATION: This agreement may be terminated by either party upon seven (7) days written notice. In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed and reimbursable expenses incurred or obligated at the termination date.

OWNERSHIP OF DOCUMENTS: The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided in writing and signed by the Architect, the Architect shall be deemed the author of these documents and shall remain the property of Architect after the services have been completed or terminated. Architect reserves and retains all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference, and use in connection with the Project. Architect grants no other rights or licenses hereunder, expressed, implied, or otherwise, except the granting of a non-exclusive license as set forth in the sentence immediately preceding this sentence. The Architect's documents shall not be used by the Owner or others on the Project, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in material breach under this Agreement, except by agreement in writing and with appropriate compensation to the Architect. Client shall defend, indemnify and hold harmless Architect and Architect's consultants from, for, and against all claims, losses, liabilities, damages, expenses, and costs arising out of the unauthorized use or reuse of such work product.

OWNER INFORMATION: The Owner shall provide full information including a program, setting forth the Owner's design objectives, constraints and criteria, a legal description and certified land survey showing boundary and topography of the site, and the services of soil engineers or other consultants when such services are deemed necessary by the Architect. The services, information, surveys, and reports required shall be furnished at the Owner's expense and the Architect shall be entitled to rely upon, and shall not be responsible for, the accuracy and completeness thereof.

STANDARD OF CARE: Services provided by Architect under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the time the services are provided. No other warranty or representation, either expressed or implied, is included or intended in Architect's proposals, contracts, plans and specifications, or reports.

ACCESSIBILITY: The Owner acknowledges that the requirements of the ADA or FHAA, if applicable, will be subject to various and possibly conflicting or contradictory interpretations. Predicated on guidance from ADA and or FHAA experts, the Architect, will use its reasonable professional efforts to interpret applicable ADA or FHA accessibility requirements, and other federal, state and local laws, rules, codes, ordinances and regulations, as they may apply to the Project. The Architect shall execute these duties in accordance with a reasonable standard of care, however, the Architect cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of ADA or FHAA requirements and/or accessibility requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply or may apply to the Project.

CONSTRUCTION: The Architect shall not have control or charge of, and shall not be responsible for, construction means and methods, safety precautions, acts or omissions or general performance of the Contractor. At the time construction commences, the Owner agrees to require the Contractor to name the Architect, its consultants, and the Owner as additional insureds and indemnitees on all insurance carried during the Project and in all provisions, clauses, contracts, or agreements in which Owner is named as an indemnitee.

RISK ALLOCATION/LIMIT OF LIABILITY: Architect shall not be liable for loss or damage occasioned by delays beyond its control, or for loss of earnings, loss of use or other incidental or consequential damages suffered by Owner or others, however caused. In consideration for the limited services requested, the Owner agrees to limit the Architect's liability to the Owner, the Owner's heirs and/or assigns, and to all construction contractors and subcontractors on the Project, due to any negligent acts, errors or omissions of Architect, such that the total aggregate liability of the Architect, including attorneys' fees, to all those named shall not exceed the Architect's total fee for services per this agreement. No Principal or employee of Architect shall incur personal liability to any other party, for an act, error, or omission related to this Agreement.

EXCLUSION OF CONSTRUCTION PHASE SERVICES: The Architect normally provides clarifications and answers questions raised by Contractor and others during Construction Phase Services. The Architect will not be responsible and Owner releases Architect for errors or conflicts which occur because of Architect's exclusion from full participation in Construction Phase Services.

NO THIRD-PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. No acts by Architect or its consultants in performing services hereunder, nor any language in the contract between Owner and its contractors or consultants, shall be construed to create a duty of care or any other duty toward any third party, including the contractor or any subcontractor or consultant.

DISPUTE RESOLUTION/VENUE/CHOICE OF LAW: In an effort to resolve conflicts that arise during the design of the Project, the Owner and Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

This Agreement shall be governed by the laws of the where the project is located, without reference to its laws regarding choice of law.

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than the last date Architect provided services on the Project.

ASSIGNMENT: Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due, monies that may be due, or claims arising out of this Agreement) without the prior written consent of the other party.

SEVERABILITY: If any term, condition or provision of this Agreement or the application thereof to any circumstances is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall not be affected but shall instead remain valid and fully enforceable.

ENTIRE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. Neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. This Agreement may be amended only by written instrument signed by both Owner and Architect.

December 19, 2023

Debbie Griffin, Director of Administration
City of Bentonville
305 SW A Street Bentonville, AR 72712

Re: Bentonville City Hall Campus Expansion
Fee Proposal
Mithun project 23.258.00

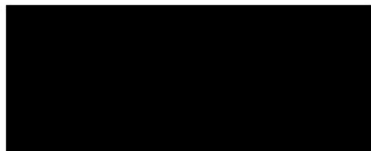
Dear Debbie:

We are excited to be moving forward together with you on this significant project. We will strive to work collaboratively with the City of Bentonville to create a project that will embody the values of the City and its residents.

This proposal is based on a fixed fee for the initial Programming and Concept Design efforts. For the Schematic Design phase and subsequent work, we will provide a more detailed proposal once the project scope, concept design, and associated budgets are finalized with your approval.

Please feel free to let us know if you have any questions regarding this proposal. If The City of Bentonville finds this proposal to be acceptable, we have included the Agreement For Professional Services (AFPS) document for your review and signature. We would like to reiterate Mithun's excitement at the opportunity to work on The City Hall Expansion project with you!

Sincerely,



David W Goldberg, FAIA
President

Tonyel Stewart, AIA
Senior Associate

cc: David Wright,
Director of Parks & Recreation

Enclosures: Project Scope, Preliminary Schedule
and Fee Summary

Project Description

The project is a Feasibility Study and Conceptual master plan and building design to expand the current Bentonville City Hall Campus located at 305 SW A Street and the Information Technology building and site located at 402 S Main Street with a new or renovated facility integrated into the larger Downtown Master plan that improves the City's Existing Parks and Plazas.

Project Data

- Location: 305 SW A Street & 402 S Main Street
- Jurisdiction: City of Bentonville
- Zoning classification: Downtown Core
- Anticipated uses: Office
- Construction type: TBD

Sustainable Design Goals

Will be determined collaboratively with owner and design team.

Program Summary

Part of the scope of work shall include programming. Owner will provide the current program for the existing buildings.

Preliminary Schedule

The schedule for Programing and Concept Plan is for six months from January 2024 through June 2024. The subsequent Bridging Phase shall extend an additional six months or as needed on an hourly basis. The schedule for future design efforts not included under this proposal will be determined later.

It is anticipated that Mithun, in collaboration with the Owner and the project team, will establish milestones for coordination and deliverables, at the start of the Work.

Scope of Work

The following scope of work and deliverables describe the tasks that will be accomplished by Mithun and its consultants. The work of Owner's consultants is not listed. It is assumed that Owner's consultants will provide input and deliverables necessary to complete the tasks outlined below in a timely manner and according to the project schedule. All meetings will be conducted virtually unless noted otherwise.

Task 1: Research, Information Gathering, Programming and Visioning

Estimated duration – 8 weeks

Initial Information gathering of existing buildings and sites and related City reports and surveys. Project planning and schedule development.

Facilitate workshops and interview sessions to acquire a comprehensive understanding of the programmatic requirements for the project. Collect and analyze data from workshops and interviews and provide a program report.

- Weekly project management check-in meetings (administrative)
- Bi-weekly design progress meetings
- Data Gathering: drawings of existing buildings & existing site survey.
- Review existing programmatic uses
 - Compile into a workable document
- Develop workplan and project schedule
- Review focus group survey conducted by City
- Review 2024 Bentonville Annual Budget Report and compile analysis
- Create BIM base model w/ existing buildings and surrounding site.
- Review the City's Long Range Financial Plan and Forecast for the relevant departments and ongoing park planning.
- Prepare an online occupant survey that can be administered by the City
- Site Analysis
- Workshop preparation
- 2-day workshop in Bentonville (**Mithun Design Team**)
 - Present update of information gathering phase
 - Tour existing city facilities
 - Tour other referenced projects (Springdale City Hall)
 - Interview key stakeholders
 - City of Bentonville
 - Other Stakeholders/community partners (e.g., Chamber of Commerce, Walton Family Foundation)
 - Project goal setting/visioning session
 - Visual precedent studies
- Meet w/ Design Workshop to review City wide park planning (1 virtual meetings)
- Meet w/ Owner recommended GC/Cost estimator
- Identify sustainability goals
- Review and analyze data collected
- Develop space programming options
- Finalize space program and project goals
- Build a digital site model

Deliverables:

- *Project Workplan & Schedule*
- *Program Report*
 - *Project Vision, Goals and Constraints*
 - *Existing Conditions Assessment*
 - *Sustainability Narrative*
 - *Space/Staff Analysis Summary*
 - *Diagrams for Programming Options*

Task 2: Concept Design

Estimated duration – 16 weeks

Develop selected program option.

- Weekly project management check-in meetings (administrative)
- Bi-weekly design progress meetings
- Conceptual Level Code Analysis
- Develop series of site and building concept alternatives for a remodeled or new facility (up to 3 options)
- 2-day workshop in Bentonville (**Mithun Design Team**)
 - Meet w/ client to review options on site
 - Planning Session/ Progress presentation with City Council and Planning Commission (2 meetings – 1 in-person / 1 virtual)
 - Coordinate with City recommended cost estimator to develop conceptual level construction budget for up to 3 concept options
- Additional concept development after client review
- Meet w/ client to review options and associated pricing and select preferred option for further development.
- Develop preferred concept option with final plans, elevations, and renderings.

Deliverables:

- 11x17 booklet containing:
 - Program block diagrams
 - Site plan concept
 - Space Summary
 - Preliminary Phasing Diagrams
 - Renderings
 - Meeting notes
 - Preliminary project schedule
- Design and construction cost estimate
- Physical Model
- Renderings (3-4)

Task 3: Bridging Phase (hourly fee)

Estimated duration – 6 months

- Bi-weekly project management check-ins
- Assist owner with supplemental information
- Additional presentations as needed
- Develop workplan for subsequent phases
- Select a local Architect for potential collaboration on subsequent phases
- Work with client to select a full design team

Project Team

Owner:

Debbie Griffin, Director of Administration, City of Bentonville

David Wright, Director of Parks and Recreation, City of Bentonville

Tyler Overstreet, Director of Planning, City of Bentonville

Mithun Team Leaders:

<i>Partner-in-Charge:</i>	<i>Dave Goldberg</i>
<i>Project Manager:</i>	<i>Tonyel Stewart</i>
<i>Lead Designer:</i>	<i>Craig Curtis</i>
<i>Project Architect/Interior Designer:</i>	<i>Annie Rummelhoff</i>
<i>Landscape Architect:</i>	<i>Dakota Keene</i>

Consultants:

Cost Estimator, TBD

Assumptions:

- Owner will provide topographic survey.
- Owner will retain:
 - Surveyor
 - Geotechnical Engineer
- Owner's consultants will provide their input and deliverables in a timely manner and according to the project schedule.
- Unless specifically required or requested, Mithun will rely on the use of electronic documents and communications, including all deliverables.
- Mithun will share information by email and through a mutually acceptable file sharing platform.
- Tasks included above are anticipated to be completed roughly within 6 months from Owner's approval of this proposal.
- Owner recommended Contractor to provide an existing building conditions assessment along with associated costs for design options.
 - Design team will not retain Civil, MEP, Structural engineers, or local Architect through this phase of work.

Project Scope Changes

The Owner can initiate scope, design, or program changes. If such modifications invalidate completed work or cause the Architect to abandon or to revise previously completed work, such modification shall be considered a "change" in the scope of services. Mithun will promptly notify the Owner if Mithun determines that Owner's directions result in such scope changes and will submit a fee proposal for additional services and time. Mithun will proceed with additional services after securing Owner's approval of additional fees and time.

Optional Additional Services

- Production of marketing materials including externally-contracted professional rendering or models
- Additional design studies, beyond the ones described above.
- Extensive field measurements and production of as-built documentation.

- Meetings, presentations, and neighborhood outreach in addition to the meetings included above.

Fee Summary:

Mithun Task 1: Research, Information Gathering, Programming and Visioning	\$138,000
Mithun Task 2: Concept Design	\$257,000
Cost Estimator (Allowance)	\$10,000
In-House Renderings and Physical Model	\$25,000
Mithun Team Site Visits (estimated reimbursable airfare & lodging – not to exceed)	\$15,000
Mithun Tasks 1 and 2 Fixed Fee Total:	\$445,000
Mithun Task 3: Bridging (billed hourly-not to exceed)	\$50,000

Reimbursable expenses, such as courier services, mileage, travel expenses, reprographic services, photography, and jurisdictional authority fees, are additional and will be charged at 1.15 times their cost.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MINTHUN, INC., IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED TEN THOUSAND DOLLARS (\$510,000.00), FOR FEASIBILITY STUDY, MASTER PLAN, AND BUILDING DESIGN FOR THE CITY HALL EXPANSION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires professional services for a Feasibility Study, Conceptual Master Plan, and Building Design to present information on expanding Bentonville City Hall and the Information Technology Building; and

WHEREAS, this project is being funded entirely by a grant from the Walton Family Foundation that was approved by City Council in March, 2023.

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

Section 1: That the Mayor and City Clerk are authorized to enter into an agreement with Minthun, Inc., in an amount not to exceed five hundred ten thousand dollars (\$510,00.00), for Feasibility Study, Master Plan, and Building for the City Hall expansion;

Section 2: This agreement will be funded entirely by a grant from the Walton Family Foundation;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Josh Stacey
Phone:	479-696-0204	For Department(s):	Parks and Recreation
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waiver of Bid in the amount of \$55,000.00 with Ann O'Sullivan for Fitness Services
Action Recommendation & Justification:	Ordinance requesting a bid waiver in the amount of \$55,000.00 with Ann O'Sullivan for Fitness Services for Bentonville Parks and Recreation. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	We anticipate paying Ms. O'Sullivan \$55,000 for personal training and other fitness services in 2024. This expense is funded entirely by program registration fees.

Amount for Approval:	\$ Anticipated Total Payment of \$55,000
-----------------------------	--

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



**CITY OF BENTONVILLE
ARKANSAS**

PARKS & RECREATION INSTRUCTOR 2023-2024: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 18 (day) of December (month), 2023, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Ann O'Sullivan (NAME MUST MATCH W-9), hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of fitness services, defined herein, located at Bentonville Parks & Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on January (month) 1 (day), 2024 (year), and will terminate on December (month) 31 (day), 2024 (year).
4. Either Party may terminate this agreement with thirty (30) days written notice provided to the other Party. Instructor shall notify the City's Director of Parks and Recreation of any termination of this agreement.
5. Instructor is required to submit a W-9 Form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes or lessons taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding their own substitute, if necessary, and notifying the Director of Parks and Recreation, or their assignee for their approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes or lessons.
 - f. Comply with schedules and deadlines for information set by the Parks and Recreation Department.
 - i. Failure to submit information (such as classes completed etc.) in a timely manner and in accordance with deadlines set by the Parks and Recreation Department may result in delayed payment.
 - g. Display professional etiquette at all times.
 - h. Understand that they are a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules when necessary, marketing material, registration material, and the purchase of necessary program specific supplies, as determined by BPR.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Benton County, Arkansas.

[This space has been intentionally left blank]



**CITY OF BENTONVILLE
ARKANSAS**

12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Personal Training	
Nutrition Services	

13. Instructor will be paid based on the following payment schedule:

Description of Instruction Services	Unit (Ex. Per Week, Per Lesson, Per Class)	Payment
30 Minute Individual Session	Per Session	\$ <u>28</u> .00
30 Minute Group Session	Per Session	\$ <u>32</u> .00
Nutrition Services	85% Net Revenue	\$ ____ .00
		\$ ____ .00
		\$ ____ .00
		\$ ____ .00
		\$ ____ .00
		\$ ____ .00

The City estimates \$ 55000 .00 total in payments to the Instructor for the term of this Agreement. Payment will be made only for completed classes or lessons.

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS

12/18/2023 (MONTH/DAY/YEAR).

CITY OF BENTONVILLE, ARKANSAS

Stephanie Orman, Mayor (Signature)

BY: _____

INSTRUCTOR

BY (Instructor's Signature) _____

Instructor's Printed Name: Amo'sullivan

Instructor's Address (Street/City/State/Zip):

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR FITNESS SERVICES FOR BENTONVILLE PARKS AND RECREATION PROVIDED BY ANN O’SULLIVAN; AND FOR OTHER PURPOSES.

WHEREAS, Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation and wellness classes for the Bentonville Community Center;

WHEREAS, due to the high demand for Ann O’Sullivan’s training services, the amount due exceeds the competitive bid threshold;

WHEREAS, the estimated payment for 2024 is fifty-five thousand dollars (\$55,00.00) and is completely funded by program registration fees; and

WHEREAS, competitive bidding should be waived as it would be impractical for the City of Bentonville to recreate this bid process.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Ann O’Sullivan, for fitness services, in the approximate total of fifty-five thousand dollars (\$55,000.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for fitness services;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

Attest:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Josh Stacey
Phone:	479-696-0204	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waiver of Bid and enter into an Agreement for Soccer Camp Services
Action Recommendation & Justification:	Ordinance waiving competitive bidding and authorizing an agreement with Challenger Sports for soccer camp services. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Due to the nature of this service, competitive bidding would not produce desirable results. The City followed it's procurement process for undeclared professional services as detailed in the City of Bentonville Purchasing Policy. The RFP process was utilized and Challenger Sports was selected during the RFP-23-62 Camp Soccer proposal request.
Amount for Approval:	\$ Anticipated Total Payment of \$36,780.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

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CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SERVICE CONTRACT: RFP-23-62-Camp Soccer

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Challenger Sports, hereinafter “Contractor” (collectively, the “Parties”),
Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Proposal, attached hereto as **Exhibit A (Proposal)** submitted to the City’s solicitation, Request for Proposals (RFP)-23-62-Camp Soccer, attached hereto as **Exhibit B**. The services shall consist of providing the Camp Soccer services, as described herein and all attached exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Recreation Manager, or his designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, commencing on **February (month)____(day), 2024**, and ending on **February (month)____(day), 2025**. The Contract shall be renewable annually in one (1) year increments upon mutual written agreement for a total Contract Term not to exceed three (3) years.

4. PROCEDURES. The services shall be conducted in accordance with this Contract and all Exhibits attached hereto.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the fee scheduled outlined in **Exhibit A**, summarized as follows:

Week 1	Ages	p/p to Challenger
TinyTykes- Cubs	3-4 yrs	\$90
TinyTykes- Lions	4-5 yrs	\$90
Half Day Program AM		\$150
Core + (Creative Skills)	10-18 yrs	\$230
TinyTykes	3-5 yrs	\$90
Half Day Program PM		\$150
Week 2	Ages	p/p to Challenger
TinyTykes- Cubs	3-4 yrs	\$90
TinyTykes- Lions	4-5 yrs	\$90
Core + (Creative Skills) Half Day	6-16 yrs	\$150
Core + (Creative Skills) Full Day	6-16 yrs	\$230
GK Camp	6-18 yrs	\$150



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

There shall be no change in fees permitted during the original Term of this Contract or for any extension or renewal of this Contract unless executed as an Amendment and approved by the Bentonville City Council prior to any change. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto.

6. METHOD WORK. The services and work under this Contract shall be performed as described herein and all attached exhibits, and as is industry standard when performing professional camp soccer programming services.

- a. All Contractor's employees or agents, and anyone performing services under this Contract on-site are required to pass a mandatory background check prior to participating in the camps.

7. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with applicable procurement laws and City purchasing procedures prior to any additional work proceeding.

8. INVOICING. Contractor shall submit invoices to the City's Contact upon completion of each camp for approval. Contractor will be paid only for participants whom actually attend camp.

9. PAYMENT.

- a. **Inaccurate Invoicing.** In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.
- b. **Service Failure.** In the event of a service failure, where the service performed is not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

10. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

11. TERMINATION (GENERAL): Either party may terminate this Contract for any reason with thirty (30) days written notice.

12. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

13. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract.

14. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in the Exhibits attached hereto and in accordance with State and Federal laws, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or personnel. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth herein will result in the direct breach of this Contract and subsequent termination.

15. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

harmless from liability based on the City's negligence.

16. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure and maintain all permits and licenses necessary for the execution of the services described herein.

17. ENTIRE CONTRACT. This Contract, including all documents and exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor and any of Contractor's employees are independent contractors and are not an agent or employee of City.

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to the Exhibits attached hereto.

24. FREEDOM OF INFORMATION ACT. Contractor understands that City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to this Contract and all Exhibits attached hereto.



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this _____ (day) of _____ (month), 2024.

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
Name(printed): _____
Title: _____
Challenger Sports
Address: _____



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT A

Challenger Sports Proposal Submitted to RFP-23-62



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA
(REQUIRED RESPONSE DOCUMENT)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM (Must match W-9):	PHONE NUMBER:	EMAIL:
CHALLENGER SPORTS CORP	401 636 0866	bsansom@challengersports.com
BUSINESS STREET ADDRESS:	CITY:	STATE: ZIP:
8263 FLINT ST	LENEXA	KS 66214
		DATE:
		11/13/2023
PRINTED OR TYPED NAME:	TITLE:	
BEN SANSON	REGIONAL DIRECTOR	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
① COACH BIOGRAPHIES AND 'COACH WITH US'	_____
② RESUME	_____
③ CAMP OFFERINGS	_____
④ SCHEDULE & CURRICULUM Etc.	_____
⑤ CAMP PACKAGE	_____
_____	_____

CHALLENGER SPORTS REQUIRED RESPONSE FOR SOCCER CAMP PROPOSAL

2024 CHALLENGER CAMPS

CONTENTS

- Section 1 - Qualifications: Experience, Competence and Capacity
 - Addendum 1: Staff Recruitment Flyer & Coach Biography Examples
- Section 2 - Method of doing work
 - Addendum 2: Regional Director Biography & Resume
 - Addendum 3: Informational Slide Deck on our Camp offerings
 - Addendum 4: Camp Schedule Example & Curriculum
- Section 3 - Past Performance
- Section 4 - Price
 - Addendum 5: Camp Package

SECTION 1 - QUALIFICATIONS: EXPERIENCE, COMPETENCY & CAPACITY

- Challenger Sports is the largest soccer provider in North America, with over 35 years of experience in youth sports, operating in every state & province.

We have a team of professional full-time staff and a huge network of national partners - this makes us confident that we can help every organization out there in one way or another.

- Challenger Sports has developed and refined its camp curriculum and programming to cater for children of all ages and abilities. Having the flexibility to provide specialist staff to work with 2-5 year old first time players; experienced competitive players, or specialist GK training, make us unique due to the number and type of staff resources. We have the ability to send the correct number of qualified coaches, regardless of how many players are registered for any given camp week.

For 2023 camps, the plan is to recruit and train staff from the UK, Brazil and the US. All our summer camp staff:

- Must possess minimum qualifications of FA/Challenger coaching license.
 - Undergo initial interview, training days and orientation at national training weekend over Easter in the UK or regionally for US based staff.
 - Undergo ministry safes sexual abuse training
 - Pass Police background check
 - Provide references with initial application
- References pertaining to our previous performance with other organizations and historical success with Bentonville Parks & Recreation can be found in “Section 3 - Past Performance”

ADDENDUM 1: STAFF RECRUITMENT FLYER & COACH BIOGRAPHY EXAMPLES



POWERED BY SPIRE

COACH WITH US

***COACH, TRAVEL AND EXPLORE NORTH
AMERICA WITH CHALLENGER SPORTS***

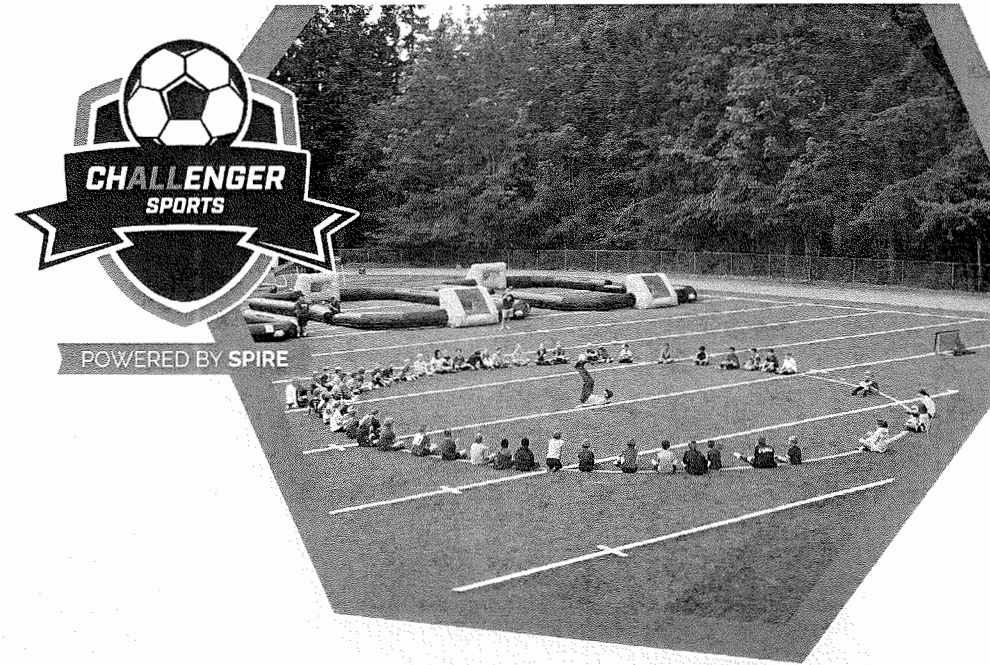


WHY WORK WITH US

Challenger Sports is the largest soccer provider in North America, with over 35 years experience in youth sports, operating in every state & province in North America, with professional full-time staff and a huge network of partners across North America.

We have a great catalogue of offerings and bring in hundreds of staff every year from across the world to help us deliver these great services.

This experience will help you grow as a coach, it will teach you a lot about working overseas, working with children from



different age groups & cultures, it will help you take your coaching credentials a step forward giving you valuable experience on your CV and it will leave you with some great memories of your time with us and all the local sights & attractions.

TINYTYKES

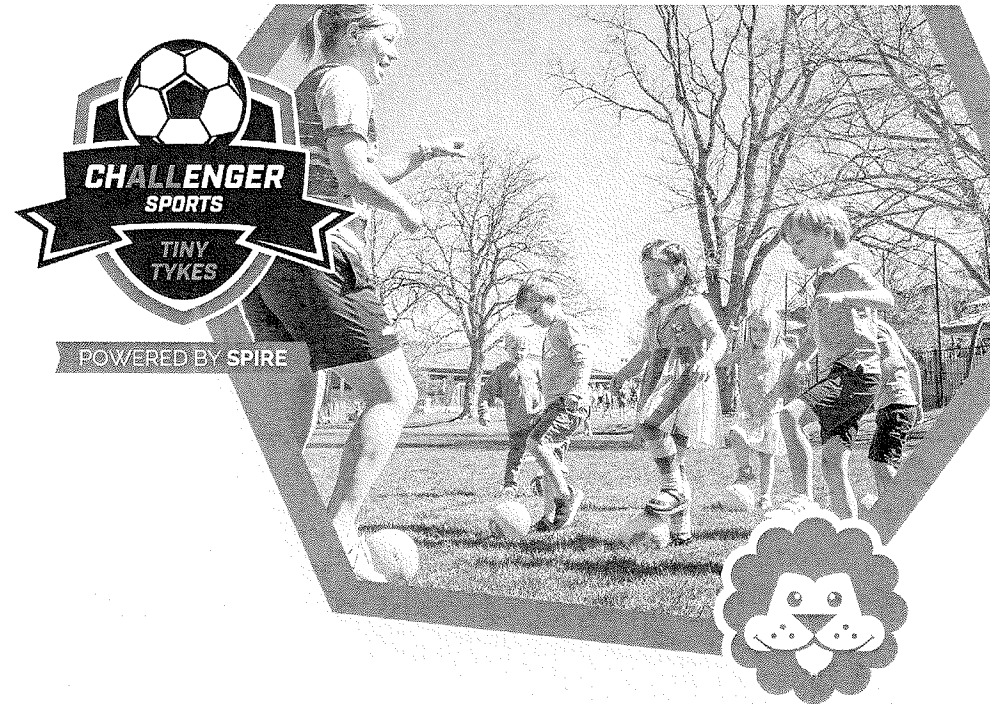
TinyTykes is an exciting child development program delivered through soccer. Our soccer and child development professionals have designed an innovative curriculum that takes children on 'Immersive Interactive Adventures' through fun and exciting themes.

Sessions are focused on learning motor skill development, balance, coordination, concentration, listening skills and teamwork.

With a variety of different programs for children ages 2-5 we are confident we will be able to find something perfect for your young players!

Sessions can be set up on a weekly basis or added as a week-long summer option on one of our Core

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CHALLENGER
SPORTS™



Camps.

Coaching kids of this age group requires a coach with patience and a high level of care for the kids they are teaching. The ultimate aim of TinyTykes is for kids to have a fun experience whilst on the camp and look forward to coming back.

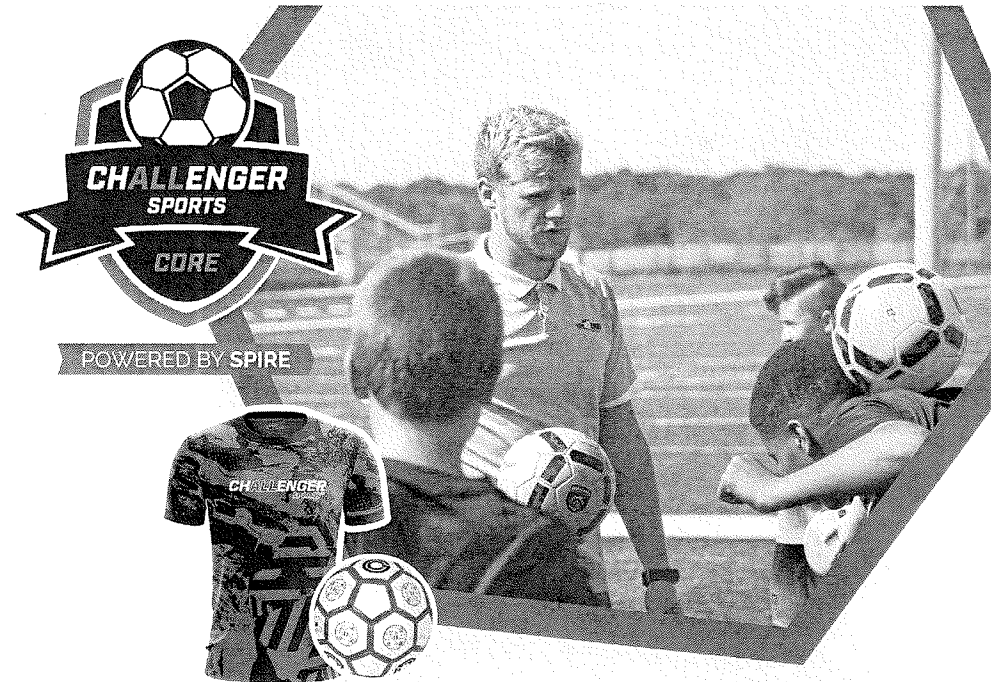
CORE CAMPS

Our Core Camps, formerly known as 'International Soccer Camps', offer a week-long program for athletes aged 6-13.

We incorporate the best coaching methodologies from around the world and bring them to players across all of North America. It is more than just a soccer camp- we see ourselves as a cultural, educational, and informational program that uses soccer to teach core values of responsibility, integrity, respect, sportsmanship and leadership.

We operate in every single state & province in North America and have over 35 years

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SPORTS™



experience in delivering great camps.

These are great camps to coach if you are looking to improve your soccer portfolio and learn more about teaching the game of soccer to kids of this age group.

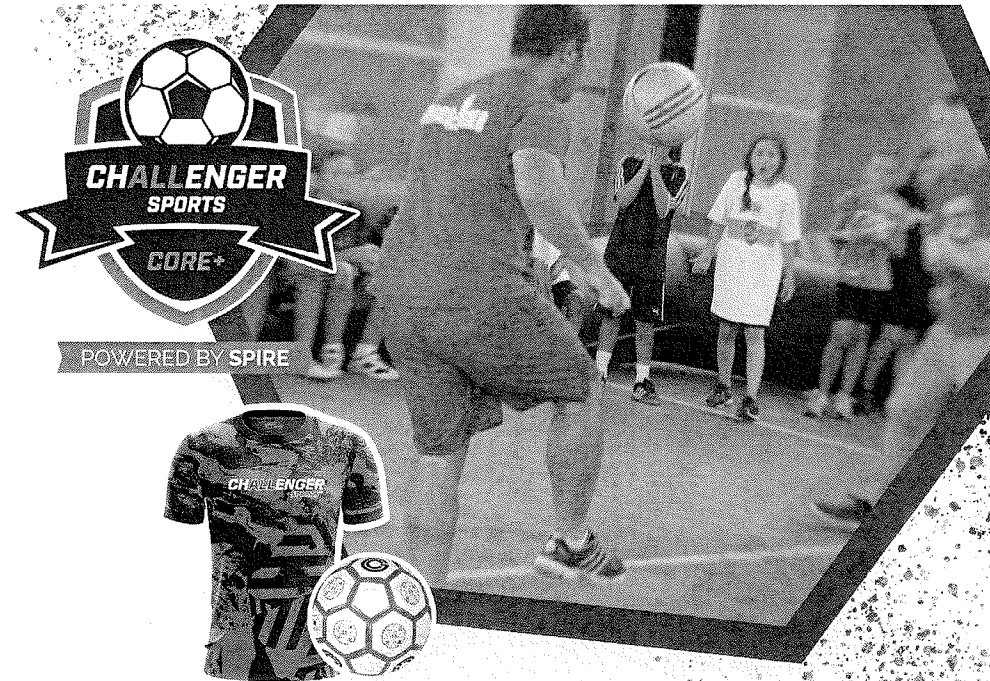
CREATIVESKILLS

Creative Skills offers a wide variety of fun & games, with soccer at its core, through its innovative & exciting camp concept.

On the camp, players will have a wide variety of fun & unique soccer games to play, learning the advanced street skills from international expert coaches, make use of our incredible 3v3 inflatable fields and take home lasting memories of their time on camp with Creative Skills.

Creative Skills is part of Challenger's Core+ Camps and are week-long half day camps for players typically aged 6-18.

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SPORTS™



Core+ Camps are a great experience for both coaches & players, with great music, fun games, street skills demonstrations and a focus on teaching the game through small sided games, making this a perfect choice for coaches looking to inspire young players.

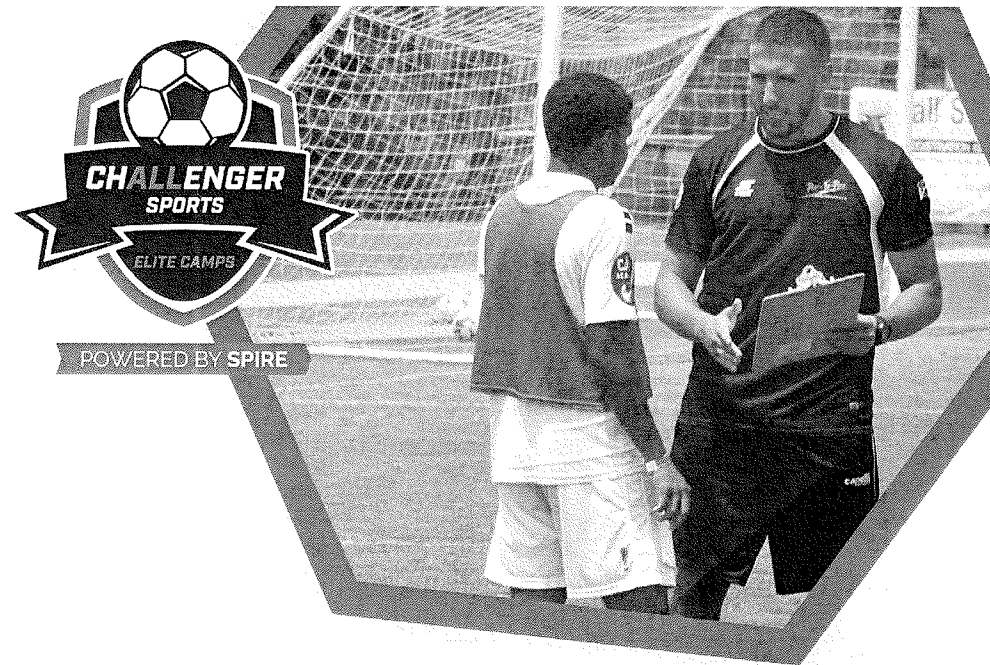
ELITE CAMPS

Brought to you by Challenger Pro, our Elite Camps are highly competitive with specific focus on collegiate preparation and educating our younger players on how to train accordingly.

We have residential summer camps at the SPIRE Academy in North Cleveland, OH which acts as our National Training Center. Camp runs from Sunday to Thursday and is aimed at players aged 13 years+. Occasionally we will offer other overnight camps at Regional Training Centers. Commuter options may sometimes be provided.

Alternatively, we also run day camps for elite players 11 years+ at various Regional Training Centers across North America. Again, these are aimed at players at a competitive level and will focus on collegiate

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CHALLENGER
SPORTS™



preparation, including classroom sessions.

Both types of camp are part of our SPIRE ID Program, which culminates with an invite only National ID Combine, possible international tour and exposure to be added to our Study and Play program. All of this is overseen by Challenger Pro.

WHAT YOU WILL GET



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- Weekly Wage
- Host Family Accommodation
- Hotel Accommodation (if needed)
- Coaching Kit & Equipment
- Transport (e.g. Rental car)
- Valuable CV Experience

YOUR ROLE AT CHALLENGER

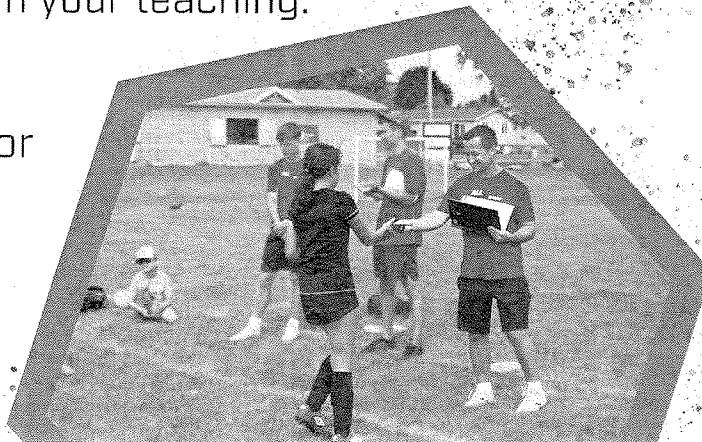
Your primary job title at Challenger will be a **Challenger Sports Soccer Coach**.

Your main goal, as a Challenger soccer coach, is to teach the game to children attending our programs, but we also ask our coaches to be more than just a coach.

Be a role model for children, show patience and kindness in your teaching.

You will be an ambassador for Challenger Sports,

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an integral part of our team, please show great care when dealing with parents or organizations.

Lastly we ask coaches to be mentors, someone who children can aspire to be like, sometimes this is as simple as being a friend to those learning.

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Will Barry

Age: 22

Hometown: Southend on Sea

Email: Willbarry112@gmail.com

Contact Number: 07929774618

COACHING EXPERIENCE

I began volunteering to help out my old football coach when i was 14/15. Since then i have been helping him with local soccer camps at home during holidays and whenever i can.

I most recently have been taking coaching and training for the team that i currently play for at University for the last year which has really helped me to get some great ideas on board.

PLAYING EXPERIENCE

Age 5-11 Hawkwell Athletic YFC

Age 11-16 Ashingdon Youth FC

Age 16-18 Ashingdon Firsts

Age 21-22 Norwich Medics Football club

I still play football now every week in both 11 a side and 5 a side format. The team i played for this season managed to win our county league which was a great achievement for us. Aside from football i've played a bit of every sport but absolutely love cricket and rowing.

WWW.CHALLENGERSPORTS.COM

FOOD LIKES:

- BBQ
- Thai
- Chinese
- Fried Chicker
- Pretty much anything

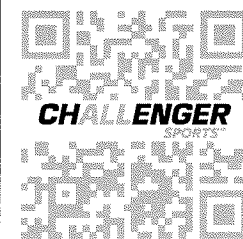
FOOD DISLIKES:

- Mayo
- Tomatoes.

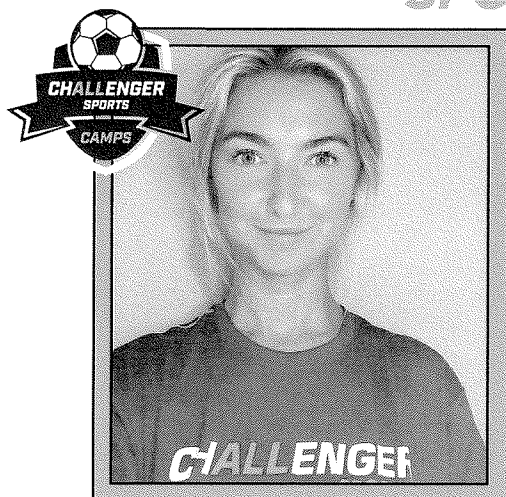
HOBBIES:

- Watching and playing soccer
- Traveling
- Singing very badly.

GET TO know
US MORE:



CHALLENGER SPORTS™



Gabrielle Oakes

Age: 28

Hometown: Leicester, England

Email: gabrielleoakes22@gmail.com

Contact Number: 07734921028

COACHING EXPERIENCE

2022 - I came back to Texas last year with Challenger Sports to coach for the summer and again I had an amazing time and cannot wait to be back again this year!

2019 - I coached a few half term camps here in England, this was more of a one to one camp to really motivate and achieve success in the children's lives through physical activity!

2018 - I came to Texas for the first time with Challenger Sports and coached for the summer, it was incredible, I loved every second of it!

2016 to present - At DMU leisure centre I coach all sports and focus on the individual needs and goals of the children one to one and also as a team.

PLAYING EXPERIENCE

2010 to present - Throughout my years at school, college and also my current working place i have played all sports.

FOOD LIKES:

Smoothie bowls & watermelon
Almond butter
Avocado on sourdough toast
Mexican food
Peppers,
Mushroom & onion with hummus

FOOD DISLIKES:

Meat (vegetarian)

HOBBIES:

I love to travel!! I enjoy going to the gym, playing sports & learning new things!

GET TO KNOW

US MORE:



WWW.CHALLENGERSPORTS.COM

SECTION 2 - METHOD OF DOING WORK

- Challenger Sports will provide a dedicated, highly experienced full time member of staff in Ben Sansom. Mr Sansom has been directly involved with Challenger Sports since 2016 through his delivery of camps and other Challenger Sports Programs. Since progressing to a full time Regional Director, he has successfully provided Challenger Sports camps and additional programs, along with exemplary customer service to over 120 clients across the South Central region of the US.
- His role is, but not limited to providing all marketing materials, communication prior, during and post weeks of camp, leading the training and management of the summer staff, as well as providing a senior member of the coaching staff to direct each week of camp.
- Each member of the coaching staff will be provided with a uniform as well as the appropriate coaching equipment to successfully complete our weekly camp curriculum.
- Challenger Sports will be responsible for providing accommodation for the weeks of camp through our highly successful host family program, providing families directly involved with the camp a memorable cultural experience.
- Challenger Sports will also provide a means of transportation for the coaches getting to and from camp each day.
- Challenger Sports offers a wide array of programs. Previously, Bentonville Parks and Recreation has been provided with three of these highly successful programs, that have now been rebranded as mentioned below and information can be found in Addenda 3. Pricing can be found in "Section 4 - Price";
 - TinyTykes
 - Core
 - Core+ - Creative Skills

ADDENDUM 2: REGIONAL DIRECTOR RESUME & COACHES BIOGRAPHIES EXAMPLES

ADDENDUM 3: INFORMATIONAL SLIDE DECK ON OUR CAMP OFFERINGS

ADDENDUM 4: CAMP SCHEDULE & CURRICULUM EXAMPLE

Ben Sansom

11 Jolly Nose Drive,
Bonny Hills, NSW, 2445
Australia
(401) 636-0866
bensansom@live.com.au

SUMMARY

Productive Account Manager and successful Soccer Coach with several years of coaching experience both in the US and in Australia. Persuasive and charming yet committed to honesty and maintaining long-term, individualized relationships. Known for goalkeeping coaching and achieving both professional and sports coaching goals.

EXPERIENCE

Challenger Sports, North Texas, USA - *Regional Account Manager*

JANUARY 2019 - PRESENT

- Renegotiated contracts with expiring accounts to continue relationships with over 30 current company clients equating to approximately \$1.2 million in across Texas and Louisiana
- Developed team communications and information for Coaches meetings that included in excess of 50 staff, seasonally.
- Managed quality assurance program, including on-site evaluations, internal audits and customer surveys.
- Monitored social media and online sources for industry trends.

Coppell FC, Texas, USA - *Head Coach*

JANUARY 2019 - PRESENT

- 2009G Head Coach
- 2010B Head Coach
- Goalkeeper Coach
- Developed both virtual and physical team practice sessions
- Delivered team based tactical analysis using computer software
- Developed and delivered Academy and Select practice curriculums
- Talent Identification

Challenger Sports, New England Region, USA - *Soccer Coach*

MARCH 2016 - NOVEMBER 2018

- Creation and delivery of age specific training sessions and programs to children of all ages and backgrounds
- Marketing and advertising of sports camps and training programs
- Working with children and use of sports planning and reporting software
- Working in a reward based and competitive environment
- Management, organization and working in teams.

Sydney Hills Futsal AllStars, NSW, Australia - *Director of Coaching*

APRIL 2014 - MARCH 2016

- Use of social media to grow and advertise an academy-based sports program
- Creation and delivery of sport specific and age appropriate coaching program to engage children of all ages
- Marketing and contact with sponsors and stakeholders
- Public speaking.

EDUCATION

Australian College of Physical Education, NSW, Australia - *Bachelor of Sports Coaching and Administration*

JANUARY 2012 - JUNE 2016

The study of athletic development and running of sports business. ACPE offered an insight and knowledge on how different coaching pedagogy and techniques as well as the use of sports medicine, dietary needs and sports software can help cater for the different needs and requirements of athletes and the sports they play.

Western Sydney Institute of TAFE, NSW, Australia - *Diploma of Event Management*

JANUARY 2010- JUNE 2011

The study of the Event Management Industry. TAFE offered the insight and knowledge on how to appropriately plan, deliver and report on different types of events using different technologies, methods and public speaking. As well as this, it gave an insight on how to obtain, and the role sponsorship and stakeholders play in different industries.

CERTIFICATES

- USC Diploma of Advanced Technical Training
- USC Futsal Level One Online Diploma
- USC Goalkeeping Level One Online Diploma
- USSF Introduction to Grassroots
- FFA Community Coaching Futsal License
- FFA Community Coaching SAP Certificate
- FFA Community Coaching Senior Certificate
- FFA Community Coaching Game Training Certificate
- ASCA Level 1 Strength and Conditioning

COACHING HISTORY

- Coppel FC (TX) - Select Team Coach (10B & 09G) & Club Goalkeeper Coach
- 2019 - Present
- New Fairfield SC (CT) - Club Head Coach (U9 - U19) & Goalkeeper Coach
- 2017 - 2018
- Mid Coast Futsal (AUS) - Director of Coaching
-2017 & 2018/2019
- Barrington Youth SA (RI) - Travel Coach (U10 & U12) & Goalkeeper Coach
- 2016
- Central Coast Futsal (AUS) - Club Assistant Coach (U12 - U19) & Goalkeeper Coach - 2016/2017
- Hills United FC (AUS) - SAQ, U16 Assistant & Club Futsal Coach
- 2012 - 2015
- Football NSW U16 State Coach (AUS)
- 2015
- Mt Druitt Town Rangers FC (AUS) - U12 Head Coach & Club Assistant Coach
- 2015/2016
- Sydney Hills Futsal Allstars (AUS) - Director of Coaching
- 2014 - 2016



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CORE CAMPS

***BUILDING FOUNDATIONAL SKILLS
IN A FUN AND SAFE ENVIRONMENT***



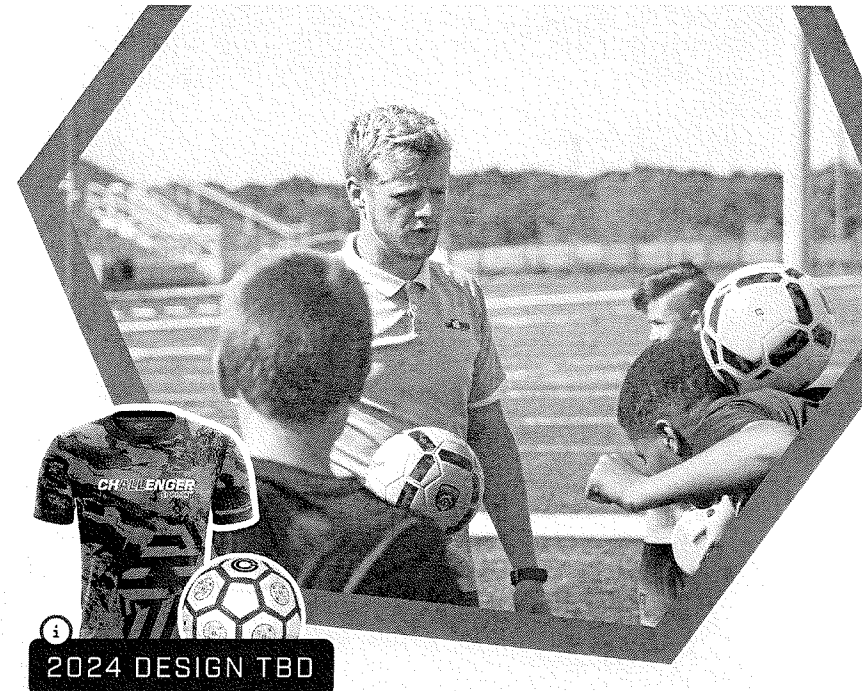
HOW WE DO IT

Our Foundational Skills Camp is designed for players aged 6-13.

We incorporate the best coaching methodologies from around the world and bring them to players across all of North America. It is more than just a soccer camp—we see ourselves as a cultural, educational, and informational program that uses soccer to teach core values of responsibility, integrity, respect, sportsmanship and leadership.

We operate in every single state & province in North America and have over 35 years experience in delivering great camps.

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We take care of everything, from administration, marketing, recruitment & training, registration & all the way to camp delivery.



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CREATIVE SKILLS

***INSPIRING YOUNG PLAYERS TO
EVOLVE, GROW AND COMPETE***



CREATIVESKILLS

Creative Skills offers a wide variety of fun & games, with soccer at its core, through its innovative & exciting camp concept.

On the camp, players will have a wide variety of fun & unique soccer games to play, learning the advanced street skills from international expert coaches, make use of our incredible 3v3 inflatable fields and take home lasting memories of their time on camp with Creative Skills.

Creative Skills is part of Challenger's Core+ Camps and are week-long half day camps for players typically aged 6-18.



Core+ Camps have all the fantastic offerings that come with our regular Core Camps, from a great campers package specifically for Creative Skills Camps and access to a wealth of online education & resources for coaches & volunteers.



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ELITE CAMPS

ADVANCED PLAYER PATHWAYS



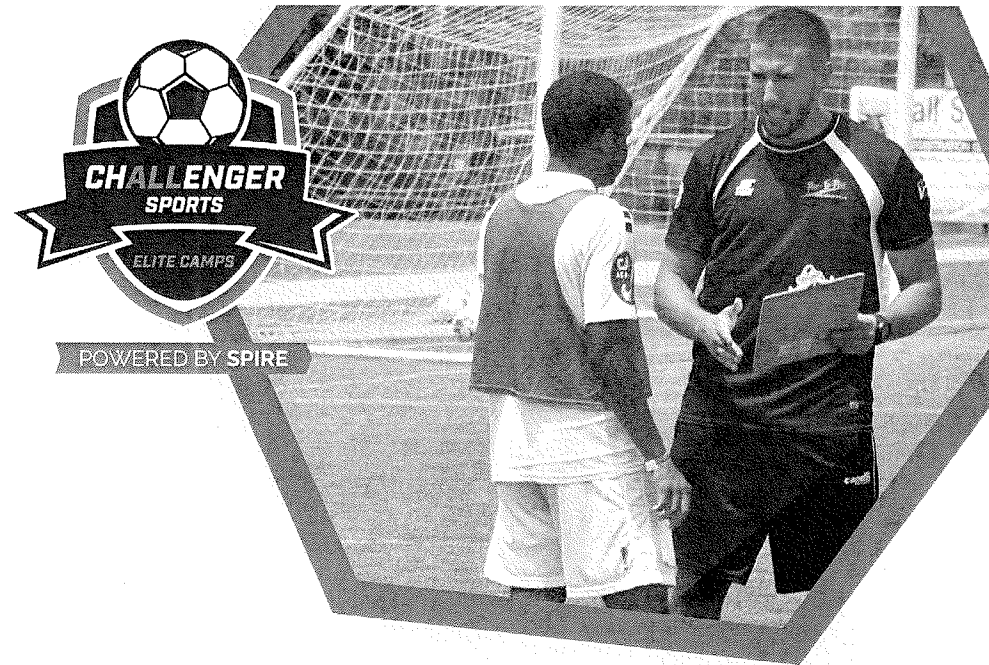
ELITE CAMPS

Brought to you by Challenger Pro, our Elite Camps are highly competitive with specific focus on collegiate preparation and educating our younger players on how to train accordingly.

We have residential summer camps at the SPIRE Academy in North Cleveland, OH which acts as our National Training Center. Camp runs from Sunday to Thursday and is aimed at players aged 13 years+. Occasionally we will offer other overnight camps at Regional Training Centers. Commuter options may sometimes be provided.

Alternatively, we also run day camps for elite players 11 years+ at various Regional Training Centers across North America. Again, these are aimed at players at a competitive level and will focus on collegiate

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preparation, including classroom sessions.

Both types of camp are part of our SPIRE ID Program, which culminates with an invite only National ID Combine, possible international tour and exposure to be added to our Study and Play program. All of this is overseen by Challenger Pro.



HALF DAY SCHEDULE

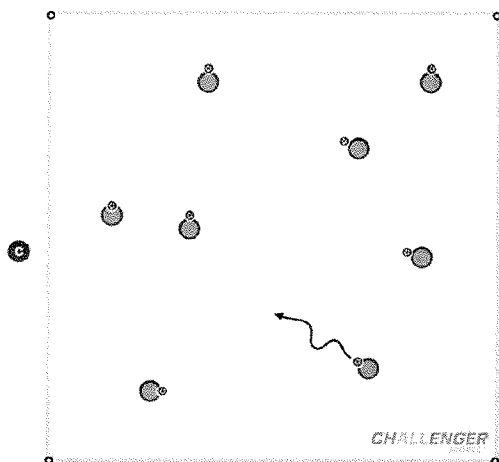
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Early Arrivers	Technical Topic Dribbling and Running with the Ball	Technical Topic Passing and Receiving	Technical Topic Shooting and Finishing	Technical Topic Shielding & Turning (5-10)/Defending (11-14)	Technical Topic Attacking
8:45 – 8:55 a.m.	Welcome/Check In	Welcome/Check In	Welcome/Check In	Welcome/Check In	Welcome/Check In
9:00 – 9:15 a.m.	Opening Ceremony	SAQ	SAQ	SAQ	SAQ
9:20 – 9:40 a.m.	Ball Mastery	Ball Mastery	Ball Mastery	Ball Mastery	Ball Mastery
9:45 – 10:00 a.m.	Technical I	Technical I	Technical I	Technical I	Technical I
10:05 – 10:20 a.m.	Technical II	Technical II	Technical II	Technical II	Technical II
10:25 – 10:40 a.m.	Small Sided Scenarios	Small Sided Scenarios	Small Sided Scenarios	Small Sided Scenarios	Small Sided Scenarios
10:40 – 11:00 a.m.	Snack Break	Snack Break	Snack Break	Snack Break	Snack Break/ World Cup Prep
11:00 – 11:10 a.m.	World Cup Prep	World Cup Prep	World Cup Prep	World Cup Prep	World Cup
11:15 – 11:55 a.m.	World Cup	World Cup	World Cup	World Cup	Closing Ceremony
11:55 a.m. – noon	Recap/Check Out	Recap/Check Out	Recap/Check Out	Recap/Check Out	Check Out

* Stay with campers until each one has been collected and signed for by parent/guardian



MONDAY HALF DAY | AGES 5-7

BALL MASTERY



Organization

Set up a 25x25 grid. Players dribble the ball inside the grid using the space available and changing directions. Coach introduces ball mastery skills one at a time and numbers them. Players listen to the coach to call the number before performing the ball mastery skill. Coach highlights players demonstrating quality technique in front of the group.

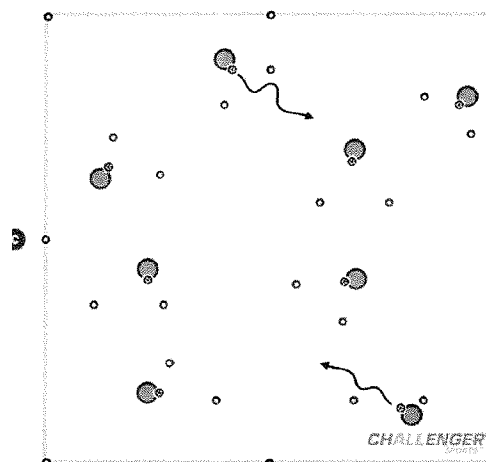
Ball Mastery

- Toe Taps
- Tic Tocs

Moves & Turns

- Inside Hook
- Outside Hook

TECHNICAL I



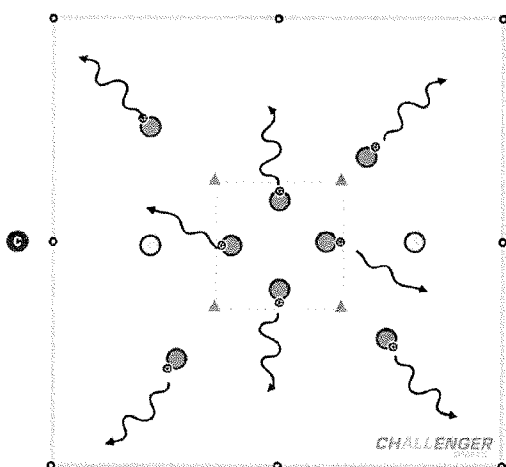
Organization

Set up a 30x30 grid. Place gates using tall cones inside the area. Players begin at a gate with a ball each. On the coach's call players dribble their ball through as many gates as possible to earn 1 point. Coach sets a time limit for the players to complete the challenge and asks them how many points they earned before going into round 2.

Coaching Points

- Keep the ball close by taking small touches
- Head up for awareness
- Use of both feet and various surfaces
- Decision making

TECHNICAL II



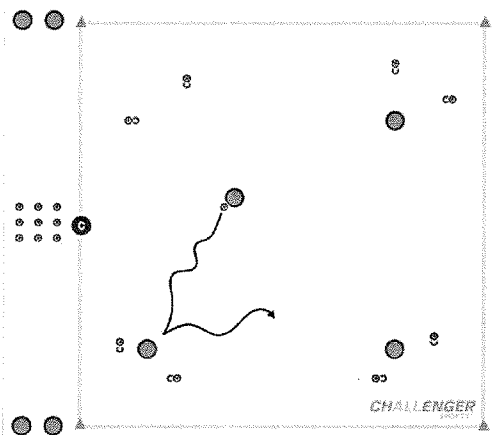
Organization

Set up a 30x30 grid and a 10x10 grid in the center using tall cones. Players begin the activity in the central grid with a ball. Coach begins as the defender on the outside of the central grid. Players attempt to escape the jail and dribble their ball around a disc cone on the outside grid without being caught. Rotate defenders.

Coaching Points

- Keep the ball close by taking small touches
- Head up for awareness
- Use of both feet and various surfaces
- Quick reaction and decision making

SSS



Organization

Players are divided into 4 teams and begin in the corner of the grid behind a tall cone. 2 soccer balls are placed on disc cones in front of each team. Coach has a good supply of balls & plays a ball into the middle. 1 player from each team competes and attempts to dribble the ball before kicking it to an opposing team's battleship to knock a ball off the cone.

Coaching Points

- Keep the ball close by taking small touches
- Head up for awareness of space
- Use of both feet and various surfaces
- 1v1 domination

SECTION 3 - PAST PERFORMANCE

- Since 2014, Challenger Sports and Bentonville Parks and Recreation have worked together to provide the wider community of Bentonville with 2 - 3 weeks of camp each year. Camps have fluctuated each year in terms of numbers, however there has been steady growth and improvements with our most recent year of camps playing host to 291 kids across 2 weeks of camp!
- If successful, we believe that we can continue to grow our camps with Bentonville Parks and Recreation setting ourselves a goal of **350 campers** across the two weeks of camp.

ARKANSAS BASED REFERENCES -

Mr Jim Walker - Executive Director, Arkansas Soccer Association

jim.walker@arkansassoccer.org | (501) 398-3310

Mr Jeff Owens - Parks Director, City of Batesville

parksdirector@cityofbatesville.com

Mr Jon O'Connor - Twin Lakes Soccer Association

oconnorjon21@gmail.com | (870) 421-2217

ADDITIONAL REFERENCES

Ms Angela Lancaster - President, Coppell Youth Soccer Association

coppellyouthpresident@gmail.com | (214) 957-3247

Ms Lisa Palisi - Athletic Director, St Tammany Parish Abita Springs

stprd11@gmail.com | (985) 773-2642

Ms Margie O'Connell - Parks & Recreation Director, City of Roanoke

moconnell@roanoketexas.com | (817) 239-3944

SECTION 4 - PRICING

- The price of each session is per player and quite flexible to an extent. Below is a break down of each proposed session based on our previous work with Bentonville Parks & Recreation across two suggested weeks of camp based on historical data:

WEEK 1: June 10 - 14, 2023

Camp Program	Our Price	BPR Rebate	Total	Times
TinyTykes Cubs Ages 3 - 4	\$90.00	\$20.00	\$110.00	8:00am - 8:45am
TinyTykes Lions Ages 4 - 5	\$90.00	\$20.00	\$110.00	8:00am - 8:45am
Half Day Program AM	\$150.00	\$20.00	\$170.00	9:00am - 12:00pm
Core + (Creative Skills) Ages 10 - 18	\$230.00	\$40.00	\$270.00	9:00am - 4:00pm
TinyTykes Ages 3 - 5	\$90.00	\$20.00	\$110.00	4:30 - 5:15pm
Half Day Program PM	\$150.00	\$20.00	\$170.00	9:00am - 12:00pm

WEEK 2: July 8 - 12, 2023

Camp Program	Our Price	BPR Rebate	Total	Times
TinyTykes Cubs Ages 3 - 4	\$90.00	\$20.00	\$110.00	8:00am - 8:45am
TinyTykes Lions Ages 4 - 5	\$90.00	\$20.00	\$110.00	8:00am - 8:45am
Core + (Creative Skills) Ages 6 - 16 Half Day	\$150.00	\$20.00	\$170.00	9:00am - 12:00pm
Core + (Creative Skills) Ages 10 - 16 Full Day	\$230.00	\$40.00	\$270.00	9:00am - 4:00pm
GK Camp Ages 6 - 18	\$150.00	\$20.00	\$170.00	5:30 - 8:30pm

- Each Camper will receive a personalized certificate & evaluation from their coach, a replica jersey on the first day of camp and a ball with QR codes on each panel that gives them online access to a library of skills and drills so learning can continue after camp ends

ADDENDUM 5: CAMP PACKAGE

HOW WE DO IT

Our Foundational Skills Camp is designed for players aged 6-13.

We incorporate the best coaching methodologies from around the world and bring them to players across all of North America. It is more than just a soccer camp- we see ourselves as a cultural, educational, and informational program that uses soccer to teach core values of responsibility, integrity, respect, sportsmanship and leadership.

We operate in every single state & province in North America and have over 35 years experience in delivering great camps.

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We take care of everything, from administration, marketing, recruitment & training, registration & all the way to camp delivery.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION.

Company Name: CHALLENGER SPORTS CORP.

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

OR



Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

ES Initials



CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT B

RFP-23-62 Solicitation



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: October 22, 2023

NOTICE

Camp Soccer Provider

REQUEST FOR PROPOSALS

(RFP)-23-62

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed, insured, and applicably certified recreational soccer providers for youth camps. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication

The **deadline for submission of a Proposal in response to this request is November 14, 2023 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is November 7, 2023 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Administration



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-23-62	Date of Issuance:	October 22, 2023
Brief Description:	Camp Soccer Provider		
Agency:	The City of Bentonville, Arkansas: Parks and Recreation Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	November 14, 2023	Proposal Submission Deadline: (Time)	4:00 PM CST

Proposals must be received by the Purchasing Department prior to 4:00 PM CST on Tuesday, November 14, 2023. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	<u>Outer packaging</u> must be sealed and properly marked with the following information: • Proposal Number: RFP-23-62 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is November 7, 2023 at 4:30 PM CST



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA (REQUIRED RESPONSE DOCUMENT)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. ***Unsigned Proposals will be rejected without exception.***

NAME OF FIRM (Must match W-9):	PHONE NUMBER:	EMAIL:
BUSINESS STREET ADDRESS:	CITY:	STATE: ZIP:
SIGNATURE OF AUTHORIZED PERSON:	DATE:	
PRINTED OR TYPED NAME:	TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

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APPENDIX A: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)	PAGE 12



SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed, insured, and applicably certified recreational soccer providers for youth camps. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement for a maximum term not to exceed three (3) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
 - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 3 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

B Advertisement Published, Requesting Proposals: October 22, 2023

B **Deadline to Submit Questions: November 7, 2023 (4:30 PM CST)**

B **Deadline to Submit Proposals: November 14, 2023 (4:00 PM CST)**

**The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.*

PROPOSALS CANNOT BE EMAILED.

The City reserves the right to award the Contract in its best interest.



SCOPE OF WORK

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed, insured, and applicably certified recreational soccer providers for youth camps.

The scope of work for the Camp Soccer services, associated with Camp Bentonville shall include, but not be limited to:

- 1) Structure of the Camp and Camp offerings
- 2) Identify and execute camp objectives
- 3) Establish Camp pricing (based on final contract negotiations)
- 4) Coordinate Camp scheduling times and days
- 5) Provide participant equipment and supplies
- 6) Provide qualified and approved staff in an appropriate ratio to the number of campers (to include set up and take down prior to and after events)

Bentonville Parks and Recreation (BPR) will:

- 1) Provide marketing and advertising materials and associated services to assist in the promotion of all Camp Soccer programming at any public park soccer facility.
 - a. Ample time and notification must be given to BPR for all programming, in order for BPR to market and advertise such programs; the exact amount of advanced notification time will be determined between BPR and the awarded Provider.
- 2) Produce and receive all registrations and payments for the Camp Soccer programs conducted at any public park within the City of Bentonville, Arkansas.
 - a. The awarded Submitter will not be permitted to accept or receive payment for any City of Bentonville Camp Soccer programming, unless written approval is received in advance by the BPR Director, or designee. All payments to the awarded Provider under this contract will come from the City of Bentonville based on the executed contract.

The awarded Provider shall in all ways foster good communication concerning any programming with the Director of BPR, or designee.

BPR shall have the final determination in the scheduling and fees charged to participants for Camp Soccer programming. All negotiations and coordination of the fees to charge participants (and for camps) will be finalized and included in the awarded contract. Final scheduling of the Camp Soccer programming shall be coordinated between BPR and the awarded Provider based on the Camp Soccer season(s).



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1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

Point Value: 10	1. Response ○ How complete, thorough and responsive the Proposer is to this Request for Proposal and documents.
Point Value: 30	2. Qualifications: Experience, Competence and Capacity ○ The Proposer's past experience and qualifications in relation to providing recreation soccer camp services. Special emphasis should be placed on past experience providing these services to a governmental entity. ○ Proposer's knowledge and demonstrated ability providing recreational youth soccer programs. ○ Information reflecting the names and qualifications of the major personnel who will be employed or contracted by the Proposer to provide this service. ○ Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information. ○ Proposers ARE REQUIRED to provide a list of similar jobs performed and contact information for each job (references).
Point Value: 25	3. Method of Doing Work ○ The Proposal must include the proposed method of providing Camp Soccer programming, communicated as a detailed plan, including but not limited to: camp offerings, structure of camps, specific camp objectives, times and days, participant equipment and supplies included, and the proposed coach to camper ratio for 300+/- participants. Proposers should use this criteria to indicate how they would set up before and after programming, including scheduling.
Point Value: 20	4. Past Performance ○ Proposers should provide past experience, including but not limited to: a. Services provided within the last three (3) years, including information about the type of program. b. References for whom the Proposer has provided the same or similar services. ○ Previous evaluations and performance with the City will be a significant factor. If not available, past performance with other entities will be used. a. Proposer should include information regarding their past performance relating to items such as quality of work, timely performance, diligence, and other pertinent information.
Point Value: 15	5. Price The proposed fee for Camp Soccer programs, submitted in the following structure: Proposed charge to participants for each proposed Camp Soccer program, the per participant payment to Provider, and the per participant payment to the City of Bentonville. Payments to Provider and City of Bentonville shall equal the per participant charge. All rates shall be formulated as flat (no percentages). Formula: (Per Participant Payment to Provider + Per Participant Payment to City = Per Participant Charge)



TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-23-62
 - **Proposer's Information:** Name and address

No telephone, electronic, or facsimile Proposals will be considered.

4. Proposers shall include all information in the Required Response Section of this RFP, as well as any additional information of their choosing.

There are no Proposal format restrictions, except as stated herein.

5. The City reserves the right to:
 - Reject any and all Proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
 - Adopt all or any part of the Proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.

8. All Proposals and other materials submitted shall become the property of the City.



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2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The term of the awarded Contract is one (1) year, renewable annually upon mutual written consent for a total maximum term of three (3) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract at the December 12, 2023 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.



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Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

22. Proposer Qualifications: The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

23. Cancellation/Rescheduling: The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to pick up material as specified. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

24. Taxes and Other Costs: The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.

25. Copyrights: By submitting a Proposal, the Proposer certifies that no products offered to the City infringe upon any copyrights and furthermore that Proposer owns all rights to the products or owns the right to sell (and/or resale) the products provided under the awarded Contract. The awarded Proposer(s) shall solely responsible for any copyright infringement or any other recourse sought against them for the sale or use of any products or graphics provided under the Contract.



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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

OR

☐ Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

_____ **Initials**

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR SOCCER CAMP SERVICES FOR BENTONVILLE PARKS AND RECREATION; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CHALLENGER SPORTS FOR SAID SERVICES, IN AN APPROXIMATE AMOUNT OF THIRTY-SIX THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$36,780.00); AND FOR OTHER PURPOSES.

WHEREAS, due to the high demand and success of the soccer camp programs, the amount payable exceeds the competitive bid threshold;

WHEREAS, Challenger Sports was selected during the RFP-23-62 Camp Soccer proposal process;

WHEREAS, competitive bidding should be waived as it would be impractical for the City to create this bid process; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Challenger Sports, in an approximate amount of thirty-six thousand seven hundred eighty dollars (\$36,780.00) for soccer camp services;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for soccer camp services;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Josh Stacey
Phone:	479-696-0204	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance waiving competitive bidding for youth soccer services.
Action Recommendation & Justification:	Ordinance waiving competitive bidding and authorizing an agreement with Upstart Athletics for youth soccer services in the approximate amount of \$70,000.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Upstart Athletics provides coaches and training for the Lil' Kicksters soccer program for Bentonville Parks and Recreation. This expense is funded entirely by program registration fees. Competitive bidding for this service would not produce desirable results.
Amount for Approval:	\$ Anticipated Total Payment of \$70,000.

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE

ARKANSAS

MEMORANDUM OF UNDERSTANDING

To: Matt Holdaway, President – Upstart Athletics

From: City of Bentonville, Arkansas, Parks and Recreation Department

Date: 12/15/2023

Re: Partnership for providing soccer coaches for the Lil' Kicksters program for Bentonville Parks and Recreation

1. Intent.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Upstart Athletics ("Provider" must match W-9) and the City of Bentonville, Arkansas (City), for the use and benefit of Bentonville Parks and Recreation Department (BPR) for providing soccer coaches for BPR's Lil' Kicksters program (referred to as "Program").

2. Term.

The term for this MOU shall be for one (1) year, beginning on January (month), 01 (day), 2024 (year) and ending on December (month), 31 (day), 2024 (year).

- A. In the event that Program days or times are cancelled (due to inclement weather such as rainouts, or class cancellations), additional dates may be added to the end of the Program season as "make-up dates", or additional classes may be added as "make-up classes", as applicable to the Program described in this MOU. BPR will communicate the need for make-up dates to Provider. Provider agrees to be present for make-up dates or classes.
- B. This MOU may be renewed annually, in accordance with all original terms and conditions, via mutual written agreement between the Parties for a maximum term not to exceed three (3) years. There shall be no change in the intent/purpose, or terms and conditions of this MOU during the original term or for any renewal year. There shall be no change in pricing for the original term or for any renewal term unless the change is directly related to a BPR fee/rate increase approved by the Bentonville City Council. Any change in pricing shall be mutually agreed upon by the Parties and shall not exceed an aggregate total of \$10.00 (ten dollars) per participant for the lesson/camp for the entire term of the Agreement (the initial term including all renewal years). Mutually agreed upon changes in the schedule (days/times etc.) and per lesson or camp fees for renewal years shall be handled via Amendment at the time of renewal. Any Amendment to this MOU may require approval from the Bentonville City Council in accordance with the City's Purchasing Policy and applicable laws.

3. Duties of the City.

Bentonville Parks and Recreation:

- A. Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
- B. Will create the program format, allowing for input and recommendation from Provider.
- C. Will create marketing and registration material for the program(s), allowing for input and recommendation from Provider where it pertains to participant's needs.
- D. Will create all schedules for all programs, allowing for input and direction from Provider where it pertains to participant needs.



CITY OF BENTONVILLE

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- E. Will provide BPR employees or counselors, if necessary, to participate with check-in and check-out for the program(s), or other operations of the program(s). BPR shall have the final determination if BPR employee participation is necessary.

4. Duties of the Provider.

Provider:

- A. A. Is responsible for providing four (4) experienced soccer coaches for each planned session date and time. Coaches are expected to arrive thirty (30) minutes prior to the scheduled session start time and will be responsible for the check in and check out of participants.
- B. Is responsible for adhering to the Terms and Conditions of this MOU.
- C. Is responsible for all of their training and/or certifications and those of the Provider's personnel provided for the performance of the Program(s).
- D. Will provide all participants a soccer uniform (jersey, shorts, socks) with the BPR and Provider logo on the front and player number on the back.
- E. Will provide all equipment necessary for training.

5. Location and Schedule.

A. Location

Citizens Park Soccer Complex (1101 SW Citizens Circle Bentonville, AR) or Memorial Park Soccer Complex (1600 John Deshields Blvd. Bentonville AR)

B. Schedule

- a. Season Dates (estimates):
Spring Season: March – May (date range), 2024
Fall Season: August – October (date range), 2024
- b. Program Times (estimates):

Day	Time (1)	Time (2)	Time (3)
Mondays	5:30 PM	6:30 PM	NA
Wednesdays	4:30 PM	5:30 PM	6:30 PM
Thursdays	5:30 PM	6:30 PM	N/A
Saturdays	8:30 AM	9:30 AM	10:45 AM
Saturdays	1:00 PM	2:00 PM	3:00 PM

*Dates/times are estimates only and are subject to change as determined by BPR. Modifications to the schedule, including location and program times, do not require a formal Amendment.



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6. Payment.

City agrees to pay Provider the following rate(s) for the Program.

- a. **\$111.75** per participant for U3-U5
- b. **\$126.75** per participant for U6-U7
- c. Estimated total payment in 2024: **\$70,000.00**
- d. Payment will be made only for completed sessions of the program(s).

7. Invoicing.

Provider shall submit an invoice for the program(s) upon completion of registration for 50% of the total amount with the remaining 50% balance to be invoiced at the conclusion of the program season to the remittance address below within one (1) week from conclusion of the season. Provider is responsible for confirming that the City has received the invoice. Invoices received correctly and on-time will be paid within fourteen (14) days of receipt. Invoices shall be submitted to:

Via Mail:

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th Street
Bentonville, AR 72712

Via Email: accountspayable@bentonvillear.com

8. Terms and Conditions.

- A. Payments will only be made for participants whom actually attend/participate in the Program(s). No payments will be made for cancelled Program(s), or for participants who do not attend/participate in the Program(s). This includes classes, lessons, camps, special programs etc.
- B. Provider and Provider's personnel are required to display professional etiquette at all times. This MOU may be voided immediately by the City if Provider's or any of their personnel exhibits behavior that is detrimental to the operation of BPR.
- C. Provider understands that neither Provider, nor any of Provider's employees or independent contractors are employees of the City of Bentonville, and that Provider is solely responsible for their employees and independent contractors.
- D. Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law.
- E. It is understood that Provider (and any of Provider's employees or personnel) is not acting as an agency for the City (or BPR) and that the City's statutory immunity does not extend to Provider's acts or omissions.
- F. Upon the time of signing this MOU, Provider shall provide BPR with IRS Form W-9, and proof of Worker's Compensation Insurance as required by Arkansas Statute.
- G. Provider and any of Provider's personnel who will be on-site providing the Program will be required to pass a mandatory background check, to be administered by BPR, prior to the Program beginning.
- H. Provider indemnifies and holds harmless the City and all City personnel and officials against any liability resulting from Provider's negligence or wrongful acts, failure or breach of law.



CITY OF BENTONVILLE

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I. Termination:

- a. General: This MOU may be terminated with thirty (30) days written notification from the BPR Director or assignee. Provider may terminate this agreement with ninety (90) days written notification to the BPR Director or assignee.
- b. Termination for Cause: Breach of this MOU may result in immediate termination by the BPR Director or assignee.
- c. Termination for Lack of Funding: If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Provider under this MOU, City may terminate or reduce the amount of services to be provided by Provider under this MOU. In such event, City will notify Provider in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

[This space has been intentionally left blank]



CITY OF BENTONVILLE
ARKANSAS

SIGNATURE PAGE

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS _____ (MONTH/DAY/YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor (Signature)

PROVIDER COMPANY NAME*: _____
(Must match W-9)

BY (Provider's Signature): _____

Provider's Printed Name: _____

Provider's Address (Street/City/State/Zip):

*The person signing must be an authorized signer
for the entity entering into this MOU.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR YOUTH SOCCER SERVICES FOR BENTONVILLE PARKS AND RECREATION; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH UPSTART ATHLETICS FOR SAID SERVICES, IN AN APPROXIMATE AMOUNT OF SEVENTY THOUSAND DOLLARS (\$70,000.00); AND FOR OTHER PURPOSES.

WHEREAS, this agreement provides coaches and training for the Lil' Kicksters soccer program;

WHEREAS, due to the high demand and success of the youth soccer programs, the amount payable exceeds the competitive bid threshold;

WHEREAS, competitive bidding should be waived as it would be impractical for the City to create this bid process; and

WHEREAS, this is a budgeted item funded by program registration fees.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Upstart Athletics, in an approximate amount of seventy thousand dollars (\$70,000.00) for youth soccer services;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for youth soccer services;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Josh Stacey
Phone:	479-696-0204	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☒ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Amendment to Resolution 6-13-23N for Soccer Uniforms
Action Recommendation & Justification:	Amendment to Resolution 6-13-23N, Bid #IFB-23-37, to amend the resolution from total project cost to cost per unit pricing. No budget adjustment needed.
Additional Comments for Consideration (Optional):	Due to higher than anticipated registration in our fall soccer program, more uniforms were ordered than originally anticipated. In order to complete the spring season and order the appropriate amount of uniforms, we need to increase our total expenditure to approximately \$60,000. The current resolution restricts our total expenditure to \$41,937.50. This amendment allows us to purchase the additional uniforms at the bid award pricing and exceed the original projected total amount.
Amount for Approval:	\$ NA

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

RESOLUTION NO. 6-13-23 N

A RESOLUTION AWARDDING BID #IFB-23-37; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH KALCI SOCCER, LLC; AND FOR OTHER PURPOSES.

WHEREAS, Kalci Soccer, LLC is the lowest qualified bidder for bid #IFB-22-62;

WHEREAS, this agreement covers uniform expenses for the Bentonville Parks and Recreation soccer program;

WHEREAS, this expense is fully funded by registration fees.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Kalci Soccer, LLC, for the Bentonville Parks and Recreation soccer program uniform expense;

Section 2: The total project cost will not exceed forty-one thousand nine hundred thirty-seven dollars and fifty cents (\$41,937.50);

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED this 13 day of JUNE, 2023.

ATTEST:



APPROVED:



RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 6-13-23N; CHANGING THE AGREEMENT TO COST PER UNIT PRICING; INCREASING THE AMOUNT TO APPROXIMATELY SIXTY THOUSAND DOLLARS (\$60,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville City Council approved an agreement with Kalci Soccer, LLC for uniform expenses in the amount of forty-one thousand nine hundred thirty-seven dollars and fifty cents (\$41,937.50);

WHEREAS, due to the higher than anticipated registration, more uniforms will need to be ordered, increasing the agreement amount to sixty thousand dollars (\$60,000.00); and

WHEREAS, this expense is fully funded by registration fees.

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

Section 1: Resolution No. 6-13-263N is amended to increase the agreement amount to approximately \$60,000.00 (sixty thousand dollars);

Section 2: The agreement with Kalci Soccer, LLC is amended to utilize cost per unit pricing instead of total project cost;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Kirby Romines, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Josh Stacey
Phone:	479-696-0204	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Enter into an Amended Agreement with Ozark Tennis Academy
Action Recommendation & Justification:	Resolution to enter into an amended agreement with Ozark Tennis Academy (OTA) for tennis and pickle ball services in 2024. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	OTA was selected to provide tennis and pickle ball services for Bentonville Parks and Recreation through the RFP-21-59 process. For 2024, we are amending select pricing for services and adding new program pricing to the agreement (see amendment for details). All expenses are funded entirely by program registration fees.
Amount for Approval:	\$ Approximately \$189,940.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

AMENDMENT TO CONTRACT SERVICE CONTRACT FOR: TENNIS PROFESSIONAL

This Amendment (the “Amendment”), dated December (month) 18 (day), 2023 is made by the City of Bentonville, Arkansas (“CITY”) and Ozark Tennis Academy, (“OTA”), parties to the Multi-Year Service Contract, for Tennis Professional Services , dated October 19, 2021 (the “Contract”).

1. The Original Contract provided for payment to OTA based on the fee schedule outlined as follows:

Type of Program (Description)	Fee Paid to Contractor (Payment Plan)	Notes
Tournaments	85% Net Program Profit*	*Net Program Profit includes the deduction of: all third party fees (transaction/credit card fees, BPR staffing, BPR supplies.
Camps	\$90.00 Per Camper	For all camps.
Lessons, Drills & Leagues	90% Gross Program Profit*	Gross Program Profit: Program Profit minus the third party fees (transaction/credit card fees)

[This space has been intentionally left blank]

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

2. The Contract is Amended as Follows:

- a. The Contract has been renewed for the first annual renewal option with a one (1) year renewal term commencing on October 20, 2023 and ending on October 19, 2024.
- b. The fee schedule for the Contract renewal is amended as follows:

Type of Program (Description)	Fee Paid to Contractor (Payment Plan)	Notes																																
Camps	\$95.00 Per Camper	For all camps.																																
Lessons, Drills & Leagues	<table><tr><th>Program</th><th>Payment</th></tr><tr><td colspan="2">Private/Group Lessons:</td></tr><tr><td>Tennis 1 hour</td><td>\$51.00</td></tr><tr><td>Tennis 30 minutes</td><td>\$29.75</td></tr><tr><td>Tennis Semi-private</td><td>\$29.75</td></tr><tr><td>Tennis Group</td><td>\$25.50</td></tr><tr><td>Pickleball 1 hour</td><td>\$51.00</td></tr><tr><td>Pickleball semi-private</td><td>\$29.75</td></tr><tr><td>Recreational Tennis</td><td>\$102.00</td></tr><tr><td>Classical Tennis</td><td>\$102.00</td></tr><tr><td>Recreation Pickle Ball</td><td>\$102.00</td></tr><tr><td colspan="2">Academy Groups:</td></tr><tr><td>Red-Orange-Crush</td><td>\$136.00</td></tr><tr><td>White</td><td>\$238.00</td></tr><tr><td>Black</td><td>\$250.75</td></tr><tr><td>Elite</td><td>\$408.00</td></tr></table>	Program	Payment	Private/Group Lessons:		Tennis 1 hour	\$51.00	Tennis 30 minutes	\$29.75	Tennis Semi-private	\$29.75	Tennis Group	\$25.50	Pickleball 1 hour	\$51.00	Pickleball semi-private	\$29.75	Recreational Tennis	\$102.00	Classical Tennis	\$102.00	Recreation Pickle Ball	\$102.00	Academy Groups:		Red-Orange-Crush	\$136.00	White	\$238.00	Black	\$250.75	Elite	\$408.00	Not Applicable
	Program	Payment																																
	Private/Group Lessons:																																	
	Tennis 1 hour	\$51.00																																
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	Recreation Pickle Ball	\$102.00																																
	Academy Groups:																																	
	Red-Orange-Crush	\$136.00																																
	White	\$238.00																																
	Black	\$250.75																																
Elite	\$408.00																																	

3. Payments from Provider to City.

Provider agrees to pay City the following percentage for the Program Tournaments.

- a. For tournaments:
 - i. 10% (percent) per registered team to be paid to the City within one week following the completion of the tournament.
- b. A Report reflecting the registration numbers shall be included with the payment.

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

- c. Payments due to Provider from City will not be subtracted from this total; all billing shall be completed separately.
4. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract, or any earlier Amendment, the terms of this Amendment shall prevail.

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____

Name (printed): Stephanie Orman, Mayor

Date: _____

_____**Ozark Tennis Academy**_____
Company Name

BY:  _____

Name(printed): Carmen De Genaro

Title: owner

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH OZARK TENNIS ACADEMY TO PROVIDE TENNIS AND PICKLE BALL SERVICES FOR BENTONVILLE PARKS AND RECREATION; AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Parks and Recreation has an existing agreement with Ozark Tennis Academy;

WHEREAS, this amendment allows for continued services and programming, as well as, amending select pricing for services and adding new program pricing to the agreement; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Ozark Tennis Academy to extend the term and allow for amending select pricing for services and adding new program pricing;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Tony Davis
Phone:	479-271-3130	For Department(s):	Street
Email:	tonydavis@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Arkansas State Aid Program for Street Construction/Resurfacing
Action Recommendation & Justification:	Approve Amended Resolution allowing the Mayor and City Clerk to enter into an agreement for project C04026 through the ARDOT State Aid Program for the Street Reconstruction/Resurfacing. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	ARDOT previously provided a resolution to the City stating 100% State Aid. After Council approved that resolution on 11/28/23, ARDOT contacted the City and advised they had made a mistake and requested approval be amended to reflect 90% State Aid instead. Correction to the Resolution as the project is funded 90% State Aid with a 10% City cost share up to the maximum amount. These funds are available for application every five years.
Amount for Approval:	\$ 30,000.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

STATE AID DIVISION

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261 | Phone: 501.569.2346 | Fax: 501.569.2348

December 11, 2023

**The Honorable Stephanie Orman
Mayor of Bentonville
305 SW "A" St.
Bentonville, Arkansas 72712**

**Job C04026
Bentonville Overlay (S)
Various City Streets
Benton County**

Dear Mayor Orman:

We are enclosing one set of plans on the above subject job.

In accordance with the State Aid City Street Program law, cities with a population greater than 25,000 are required to pay 10% of the cost of the Street Program project.

Enclosed is a sample resolution for the referenced job reflecting the required 10% matching City funding. In order to proceed, the resolution is required to be on file with the State Aid Division. Please return this resolution as soon as possible.

When the estimated cost of the project has been determined, we will forward a request for the City's portion of the cost above the maximum amount.

Sincerely,

**Bryan Freeling
State Aid Engineer**

**BEF:JC:pfk
Enclosures**

STATE AID CITY STREET PROGRAM PROJECT RESOLUTION

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF BENTONVILLE
TO UTILIZE STATE AID STREET MONIES
FOR THE FOLLOWING CITY PROJECT:**

Bentonville Overlay (S)

WHEREAS, the City of Bentonville understands that State Aid Street Program funds are available for certain city projects at the following participating ratios:

	<u>Work Phase</u>	<u>State Aid %</u>	<u>City %</u>
Reconstruction/Resurfacing Construction of City Projects	Preliminary Engineering & Construction Engineering	100%	-0-
	Right-of-Way	-0-	100%
	Utilities	-0-	100%
	Construction	90% (Max. \$300K)	10% (Balance)
City projects programmed but not let to contract	All Phases	-0-	100%

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor, or his designee, is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this city project.

SECTION III: The City agrees upon completion of the project to assume the maintenance of the right-of-way by City Forces and/or others including utilities and individuals in accordance with the prevailing Arkansas Department of Transportation regulations.

SECTION IV: The City pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2023.

Mayor Stephanie Orman

ATTEST: _____
(SEAL)

**Arkansas Department of Transportation
Supplemental Specifications and Special Provisions Listing
State Job Number C04026**

The following supplemental specifications and special provisions for this project supplement the standard specifications, edition of 2014. In case of conflict, the supplemental specifications and special provisions shall govern.

ERRATA	ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS
JOB SP	BIDDING REQUIREMENTS AND CONDITIONS
JOB SP	MANDATORY ELECTRONIC CONTRACT
JOB SP	MANDATORY ELECTRONIC DOCUMENT SUBMITTAL
JOB SP	ADJUSTMENT OF QUANTITIES FOR STATE-AID STREET PROJECTS
JOB SP	LIQUIDATED DAMAGES PROCEDURE FOR BID LETTINGS
JOB SP	DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES
JOB SP	SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS
JOB SP	DESIGN OF ASPHALT MIXTURES - AGGREGATES
JOB SP	BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT
JOB SP	WARM MIX ASPHALT
JOB SP	DENSITIES FOR ACHM SURFACE COURSE
JOB SP	RECYCLED ASPHALT SHINGLES
JOB SP	TOTAL SOLAR ECLIPSE
SP 108-1	LIQUIDATED DAMAGES
SS 100-3	CONTRACTOR'S LICENSE
SS 100-4	DEPARTMENT NAME CHANGE
SS 102-2	ISSUANCE OF PROPOSALS
SS 103-2	CONTACT INFORMATION FOR MOTORIST DAMAGE CLAIMS
SS 105-4	MAINTENANCE DURING CONSTRUCTION
SS 107-2	RESTRAINING CONDITIONS
SS 108-2	WORK ALLOWED PRIOR TO ISSUANCE OF WORK ORDER
SS 108-3	WORK ORDER FOR FIXED COMPLETION DATE CONTRACTS
SS 306-1	QUALITY CONTROL AND ACCEPTANCE
SS 400-1	TACK COATS
SS 400-4	DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES
SS 400-5	PERCENT AIR VOIDS FOR ACHM MIX DESIGNS
SS 400-6	LIQUID ANTI-STRIP ADDITIVE
SS 400-7	TRACKLESS TACK
SS 404-3	DESIGN OF ASPHALT MIXTURES
SS 409-2	ASPHALT LABORATORY FACILITY
SS 410-1	CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES
SS 410-2	DEVICES FOR MEASURING DENSITY FOR ROLLING PATTERNS
SS 410-4	EVALUATION OF ACHM SUBLOT REPLACEMENT MATERIAL
SS 416-1	RECYCLED ASPHALT PAVEMENT
SS 604-1	RETROREFLECTIVE SHEETING FOR TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

**Arkansas Department of Transportation
Supplemental Specifications and Special Provisions Listing
State Job Number C04026**

The following supplemental specifications and special provisions for this project supplement the standard specifications, edition of 2014. In case of conflict, the supplemental specifications and special provisions shall govern.

SS 604-3 TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

BIDDING REQUIREMENTS AND CONDITIONS

Section 102 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth sentence of the second paragraph of **Subsection 102.01** is hereby deleted, and the following substituted therefore:

Prospective bidders may file a questionnaire at any time; however, prospective bidders will not be given authorization to submit a proposal unless a rating has been extended based on an acceptable questionnaire.

The last paragraph of **Subsection 102.01** is hereby deleted.

The second sentence of **Subsection 102.02** is hereby deleted, and the following substituted therefore:

The Notice to Contractors will contain a description of the proposed work, and information regarding access to proposal documents, plans, specifications, and the amount and nature of the proposal guaranty.

Subsection 102.03 is hereby deleted, renamed **Contents of Proposal Documents**, and the following substituted therefore:

The proposal documents will state the location and description of the contemplated construction and will show the estimate of the various quantities and kinds of work to be performed or materials to be furnished, and will have a schedule of items. The proposal documents will state the time in which the work must be completed, the amount of the proposal guaranty, and the date and time of the letting of work. The documents will also include any special provisions or requirements that vary from or are not contained in the standard specifications.

All forms included in the proposal documents are considered a part thereof. The plans, specifications, and other documents designated in the proposal documents will be considered a part of the proposal whether included or not.

The first through fourth paragraphs of **Subsection 102.04** are hereby deleted, and the following substituted therefore:

To become an eligible bidder, prospective bidders must be registered to bid in Arkansas with Bid Express. Prospective bidders must also contact the Program Management Division at (501) 569-2261 during regular business hours between the date the project is advertised and 4:30 p.m. on the day prior to the scheduled bid opening to request to become eligible to bid specific projects. Only prequalified contractors or their authorized representative may request to become an eligible bidder.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

BIDDING REQUIREMENTS AND CONDITIONS

If the prospective bidder's prequalification rating is not "unlimited", the bidder shall file a certification with the Department citing all contracts in force and the unfinished value of such work. A prospective bidder will not be allowed to submit a proposal until a certification for the current bidding period is on file and the amount of work the contractor may be allowed to undertake is determined. The contractor's prequalification rating, less the unfinished value of all contracts in force, will determine the amount of additional work that the contractor may be allowed to undertake. A contractor will not be allowed to submit a proposal on an individual project for which the estimated cost is more than the amount that the contractor may be allowed to undertake, but the contractor will be allowed to submit a proposal on more than one project, providing that the estimated cost of each project is not more than the amount that the contractor may be allowed to undertake. In the event a contractor submits a low bid on more than one project and the aggregate amount is greater than the amount the contractor may be allowed to undertake, the Commission will exercise its discretion in the award of a particular project or projects.

A charge will be assessed for authorization to submit a proposal, paper copies of the proposal documents, and plans issued. These services are provided during regular business hours until 4:30 p.m. on the day prior to the scheduled bid opening at the Arkansas Department of Transportation, 10324 Interstate 30, Little Rock, Arkansas 72209, (501) 569-2261. Payment shall be made at the time services are provided or upon receipt of statement therefore. No refund will be allowed for bids not submitted or for plans or proposal documents returned.

The second sentence of the first paragraph of **Subsection 102.06** is hereby deleted, and the following substituted therefore:

The bidder is expected to examine carefully the site of the proposed work, the proposal documents, plans, specifications, supplemental specifications, and special provisions before submitting a proposal.

The first paragraph of **Subsection 102.07** is hereby deleted, and the following substituted therefore:

The proposal shall only be submitted through the internet bidding service, Bid Express. The bidder shall specify a unit price in figures for each pay item for which a quantity is given. A unit price of "zero" (\$0.00) is a valid price and will be considered. A blank unit price is not considered valid. The unit bid price should not be carried beyond 1 cent (\$0.01). Any figures on the unit bid price beyond 1 cent will be dropped.

The second and third paragraphs of **Subsection 102.07** are hereby deleted.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

BIDDING REQUIREMENTS AND CONDITIONS

The fifth paragraph of **Subsection 102.07** is hereby deleted, and the following substituted therefore:

The bidder's proposal must be submitted with a digital signature containing the name of the individual, one or more members of the partnership, one or more members or officers of each firm representing a joint venture, or one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the Department.

The sixth paragraph of **Subsection 102.07** is hereby deleted, and the following substituted therefore:

If the proposal is submitted with a digital signature of any person who is not listed in the bidder's Prequalification Questionnaire (Questionnaire Form) as the individual, as a partner of a partnership, or as an officer of a corporation, authorization for such submittal should be on file with the Department prior to the download of bids. This authorization shall be made before the downloading of bids and be in the form of a Power of Attorney duly executed and signed by an official with power to constitute such authority.

The last sentence of the seventh paragraph of **Subsection 102.07** is hereby deleted, and the following substituted therefore:

Those items of Asphalt Binder that are subject to a minimum bid price will bear the note "(Minimum bid price is \$120.00 per ton)" within the Schedule of Items of the proposal documents.

The first sentence of the ninth paragraph of **Subsection 102.07** is hereby deleted, and the following substituted therefore:

The proposal documents for all federal aid projects will contain a bidders list.

The last sentence of the ninth paragraph of **Subsection 102.07** is hereby deleted, and the following substituted therefore:

The information provided will not be used for contract awarding purposes but must be provided before the Contractor will be given authorization to submit proposals for future lettings.

Subsection 102.08 Irregular Proposals is hereby deleted, and the following substituted therefore:

(a) Proposals will be considered irregular and will be rejected for the following reasons:

(1) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items.

(2) If the proposal is not digitally signed by an authorized representative of the firm.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

BIDDING REQUIREMENTS AND CONDITIONS

- (3) If the proposal is not accompanied by the proper proposal guaranty.
- (4) If a proposal is received from an individual, firm, partnership, or corporation with an interest, as principal, in another proposal for the same project.
- (5) If the proposal is not accompanied by the Certification to Submit DBE Participation.
- (b) Proposals will be considered irregular and may be rejected for the following reasons:
 - (1) If the proposal is not accompanied by a bid schedule and bid schedule narrative as required in the proposal documents.
 - (2) Unbalanced proposals in which the prices for some items are out of proportion to the reasonable costs representative of those items.
 - (3) If there are irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

The first sentence of **Subsection 102.09** is hereby deleted and the following substituted therefore:

No proposal will be considered by the Commission unless a guaranty in the form of a bank draft, certified check, or cashier's check drawn on a solvent bank or trust company, or a bidder's paper bond executed by an approved surety company has been received by the Program Management Division prior to the download of bids.

The following paragraph is hereby added after the first paragraph of **Subsection 102.09**:

Electronic bid bonds are allowed. The prospective bidder should verify their bid bond in their proposal prior to submission.

Subsection 102.10 is hereby deleted and the following substituted therefore:

The proposal shall only be submitted through the internet bidding service, Bid Express.

Subsection 102.11 is hereby deleted, and the following substituted therefore:

A bidder may withdraw or modify a proposal after it has been submitted to Bid Express, up to the time set for the deadline for proposals to be received. A proposal may also be withdrawn if the Commission fails to make an award within 40 calendar days after the date of downloading.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

BIDDING REQUIREMENTS AND CONDITIONS

Subsection 102.12 is hereby deleted, renamed **Downloading of Proposals**, and the following substituted therefore:

Proposals will be downloaded and then posted on the Department's website at the time and place indicated in the Notice to Contractors.

The last sentence of **Subsection 102.15** is hereby deleted, and the following substituted therefore:

In any case, the prospective bidders will be contacted prior to the download of bids.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

MANDATORY ELECTRONIC CONTRACT

Paper Contract Documents and Forms will not be accepted.

The Department will only accept and execute an electronic contract for this project through Doc Express, a paperless contracting system. Prospective bidders will need to contact Doc Express to set up an account prior to the bid opening date. The toll-free phone number for Doc Express is 1-888-352-2439 and their website address is www.docexpress.com.

Section 103 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows.

The first sentence of **Subsection 103.06(a)** is hereby deleted, and the following substituted therefore:

The Contract shall be electronically signed by the successful bidder and electronically submitted to the Program Management Division, Construction Contract Procurement Section, together with the required bonds and proof of liability insurance, within 10 business days after the notice of award has been issued.

Subsection 103.08(d)(3)d. is hereby deleted, and the following substituted therefore:

Documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

Subsection 103.08(d)(3)e. is hereby deleted, and the following substituted therefore:

Document confirmation from the DBE that it is participating in the contract as provided in the Contractor's commitment.

Subsection 103.08(d)(5) is hereby deleted, and the following substituted therefore:

The preceding information shall be submitted directly to the Arkansas Department of Transportation, Program Management Division, via Doc Express.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

MANDATORY ELECTRONIC DOCUMENT SUBMITTAL

Paper Document Submittals will not be accepted.

The Department will only accept electronically-submitted documents for consideration on this project. All correspondence and submittals to the Department shall be submitted through Doc Express, a paperless contracting system. When signed originals are required, the original shall be the document uploaded to Doc Express and the signature shall be the electronic signature applied through Doc Express. The Contractor shall use the same organizational account for project documentation as used to fulfill the requirements of the Mandatory Electronic Contract Special Provision. The toll-free phone number for Doc Express is 1-888-352-2439 and their website address is www.docexpress.com.

Any reference in the Standard Specifications to document submittal in writing or by U.S. Mail, facsimile, or in person is hereby amended to require that such documents be submitted using Doc Express with the following exceptions:

- Material delivery tickets which are used for payment or for field verification shall be submitted on paper as required by the Standard Specifications for Highway Construction, Edition of 2014.
- Any document with specific submittal requirements in state and/or federal law or federal regulations that conflict with the requirements of this Special Provision shall be submitted in accordance with such state and/or federal law or federal regulations.

A user guide is available on the Department's web page to assist Contractors with the use of Doc Express. The "Contractor Guide to Using Doc Express" is available on the Department's web page at <https://ardot.gov/divisions/construction/doc-express/>.

The Contractor may provide access for subcontractors to view and submit items in Doc Express by following the instructions provided in the "Contractor Guide to Using Doc Express". Once an organizational account is activated and the Contractor provides access to the contract, a subcontractor may submit documents to the Contractor in Doc Express by uploading the electronic documents as directed in the User Guide. Any documents uploaded by the subcontractor must be then retrieved and published by the Contractor within Doc Express for further action by the Engineer. The Engineer will not review or take any actions on any documents submitted by the subcontractor until the document has been appropriately submitted by the Contractor.

Any submittals, documents, subcontracts, proposals, working drawings, or any other items submitted by the Contractor within Doc Express are not considered approved by the Engineer until written notification of the approval is published by the Engineer in the "CON-Correspondence-From Department to Contractor" drawer in Doc Express. Any action taken by the Contractor prior to this notification is taken at the Contractor's own risk.

The Department's System Administration team has no authority to take action on any documents submitted to the system. Access for this team is for management of the application only. Knowledge of any document submitted is not imputed to the Department by the knowledge of Systems Administration.

The requirements of this Special Provision shall supersede the requirements of all other Special Provisions unless such Special Provision includes a stated exception to this Special Provision.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

ADJUSTMENT OF QUANTITIES FOR STATE-AID STREET PROJECTS

Section 104 of the Standard Specifications for Highways Construction, Edition of 2014, is hereby amended as follows:

The following is added as the last paragraph of **Subsection 104.02**:

On State-Aid Street Projects, funding amounts are limited for each city. The Commission reserves the right to increase or decrease the quantities on a project at the time of the award in order to utilize all funds that are available or to ensure that funds are available to pay for the work performed. For projects which include more than one city, each city may have a different funding limit. On those projects the Commission reserves the right to increase or decrease the quantities placed within each city in order to utilize all funds that are available or to ensure that funds are available to pay for the work performed. The Contractor shall perform the work as increased or decreased in each city and no allowance will be made for anticipated profits on increases or decreases so incurred.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SPECIAL PROVISION****JOB NO. C04026****LIQUIDATED DAMAGES PROCEDURE FOR BID LETTINGS**

Department Standard Specification **Section 102.04** and **Supplemental Specification 102-2** state that the Department reserves the right to refuse to issue, accept, or consider a proposal:

"If the prospective bidder is the Contractor on a current Contract with the Commission on which Liquidated Damages are being assessed, and there are no pending time extensions warranted to remove the project from Liquidated Damages."

If the prospective bidder goes into liquidated damages on a current Contract with the Commission during the advertisement period for a letting, the Contractor will be notified seven business days prior to the letting that they will not be allowed to bid in the upcoming letting. This notification will be officially transmitted through Doc Express for the project in liquidated damages and via email.

Upon notification that they will not be allowed to bid in the upcoming letting, the Contractor will be provided an opportunity to request a reconsideration of this decision. This request must be transmitted in the form of a letter through Doc Express and via email to the Department for review within two (2) business days of receipt. The Department will review the reconsideration request and render a decision no later than the Friday prior to the letting.

Please note, a bid may be withdrawn at any time prior to the time specified for the bid letting. If a Contractor has been notified that they will not be allowed to bid, and they do not withdraw their bid, the bid will be considered invalid and rejected.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES

Section 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The eighth (8th) and tenth (10th) bullet within the first paragraph of **Subsection 404.01, Design of Asphalt Mixtures. (a) General** is hereby deleted and the following added:

- A one-gallon sample of performance grade asphalt binder to be used in all Section 405 Asphalt Concrete Hot Mix Base Course and Section 406 Asphalt Concrete Hot Mix Binder Course mix designs.
- Nine (9) blended aggregate samples for all Section 405 Asphalt Concrete Hot Mix Base Course and Section 406 Asphalt Concrete Hot Mix Binder Course mix designs.
- A two-gallon sample of performance grade asphalt binder to be used in all Section 407 Asphalt Concrete Hot Mix Surface Course mix designs.
- Fourteen (14) blended aggregate samples for all Section 407 Asphalt Concrete Hot Mix Surface Course mix designs.

The last sentence of the last paragraph of **Subsection 404.01 Design of Asphalt Mixtures. (a) General** is hereby deleted and the following substituted therefor:

At least fifteen (15) business days shall be allowed for the review of the mix design.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS

Division 106 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added to **Subsection 106.04, Acceptance of Materials**:

All ACHM Contractor Acceptance Tests shall be submitted electronically by use of the ACHM Microsoft Excel Spreadsheet for Contractors/Suppliers and on paper.

The ACHM Microsoft Excel Spreadsheet for Contractors/Suppliers can be downloaded from the following website:

<https://www.ardot.gov/divisions/construction/construction-information/contractor-achm-workbook/>.

To download this file and the supporting documentation, follow the instructions on the page linked above.

Use of this file requires Microsoft Excel 2000, 2003, or 2007.

The preferred method of transmitting the file is to e-mail the completed ACHM Microsoft Excel Spreadsheet for Contractors/Suppliers to the Department's ACHM Plant Inspector assigned to the project. It is also acceptable to transmit the file by Compact Disk (CD) or other electronic device. Regardless of the method of transmission used, the signed paper acceptance tests must be provided to the Resident Engineer via the required Document Submission system required by the Contract (Doc Express or eBuilder).

Any questions or issues arising from the use of this file should be referred to the Resident Engineer.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

DESIGN OF ASPHALT MIXTURES-AGGREGATES

Section 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added to the fifth sentence of the first paragraph in the bulleted section of **Subsection 404.01 Design of Asphalt Mixtures. (b) Design Requirements:**

- Limestone aggregate will be required as a part of the mix design for this project. The minimum requirement for limestone in the coarse aggregate shall be 20% by weight of the overall amount of the cold feed.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT

Section 409.03(h) of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following bullet is added under detailed requirements:

- Broadband Internet Service shall be provided.

The Broadband Internet Service shall be provided with an Internet Protocol (IP) address which is reachable on the global Internet (public) and which is permanently assigned (static). The Contractor is not required to provide this service if an IP address which is both static and public is not available.

If this service is not available at the beginning of a project but becomes available during the life of the project, the Contractor shall provide the service immediately from the date of availability.

The data transfer rate shall be 3 megabits per second (Mbps) download and 500 kilobits per second (kbps) upload, or higher, with latency not to exceed 150 milliseconds. If the Broadband Internet Service meets all of the requirements of this specification except for the data transfer rate and/or latency, then the best performing available connection shall be provided.

Prior to the selection of the Broadband Internet Service provider, the Contractor shall submit to the Resident Engineer, in writing, the proposed method for providing Broadband Internet Service. The Resident Engineer shall review this submittal and respond in writing regarding the acceptability of the proposed method.

The Broadband Internet Service shall be provided with equipment providing one Ethernet port.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

WARM MIX ASPHALT

DESCRIPTION: The Department will allow the use of Warm Mix Asphalt (WMA). All provisions for the production and placement of conventional HMA mixtures as stipulated in Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses of the Standard Specifications for Highway Construction, Edition 2014, are applicable except as noted below.

Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 410.03: Replace the third sentence with "WMA production temperatures at the plant shall be according to the Contractor's approved mix design but may be adjusted based on recommendations of the WMA additive/process manufacturer."

Add the following paragraph: "Implementation of best management practices in the control of aggregate moisture content prior to introduction to the drying or mixing drum is highly recommended in order to achieve the maximum benefit of WMA technology."

Section 410.07: Replace the last sentence of the first paragraph with "Spreading and finishing temperatures shall be according to the Contractor's approved mix design, but in no case shall the WMA be placed at a temperature less than 220° F."

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

DENSITIES FOR ACHM SURFACE COURSE

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added as the second paragraph of **Subsection 407.04, Construction Requirements and Acceptance**:

On city street projects, the Engineer may reduce the required minimum density of the ACHM Surface Course to 90% of the maximum theoretical density based on actual field conditions which would either prevent obtaining 92.0% of the maximum theoretical density or when damage to underlying utilities and/or subgrade is imminent. However, no reduction from the specified density of 92.0% will be permitted on ACHM placed on a subgrade, an underlying base course, or layers of ACHM constructed by the Contractor under this same contract.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

JOB NO. C04026

RECYCLED ASPHALT SHINGLES

DESCRIPTION: This specification covers the use of Recycled Asphalt Shingles (RAS) in Asphalt Concrete Hot Mix (ACHM).

MATERIALS: ACHM utilizing RAS shall meet all of the requirements of Sections 404, 409, 410, and 416 and the requirements of Section 405, 406, or 407 for the mixture type specified on the plans. The mix design will follow AASHTO MP 23-14 and AASHTO PP 78-14 except as follows:

- (1) A maximum of three (3) percent RAS by total mix weight will be allowed in any mix design. The amount of RAS will be included in the total Recycled Asphalt Pavement (RAP) percentage if RAP is used.
- (2) Shingle material shall be processed so that 100 percent passes the 3/8" (9.5 mm) sieve and ninety-five (95) percent passes the No. 4 (4.75 mm) sieve.
- (3) Pre-consumer, or manufacturer waste, shingles may be used in mix designs requiring PG 64-22 binder only.
- (4) Post-consumer, or tear-off, shingles may be used in mix designs requiring PG 64-22 binder only.
- (5) Pre- and post-consumer shingles may not be combined in mix designs.
- (6) Tear-off shingles shall be acquired from residential sources only and shall have been produced after 1980. In no case shall a roofing material containing rubber or rubber-like polymer components be used as RAS in asphalt mixes.
- (7) When using tear-off shingles, one stockpile test per lot of mix shall be conducted to confirm the binder content and gradation of the RAS product, and the sample shall be representative of the RAS material entering the production process for the lot tested. Binder content and gradation shall be determined using ARDOT 450 or AASHTO T 308. If AASHTO T 308 is used, the sample size shall be 400 grams, and the sample shall be oven dried to a constant mass (at a temperature not exceeding 140°F) prior to testing. Shingle fibers shall be removed from the extracted sample prior to gradation testing.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION

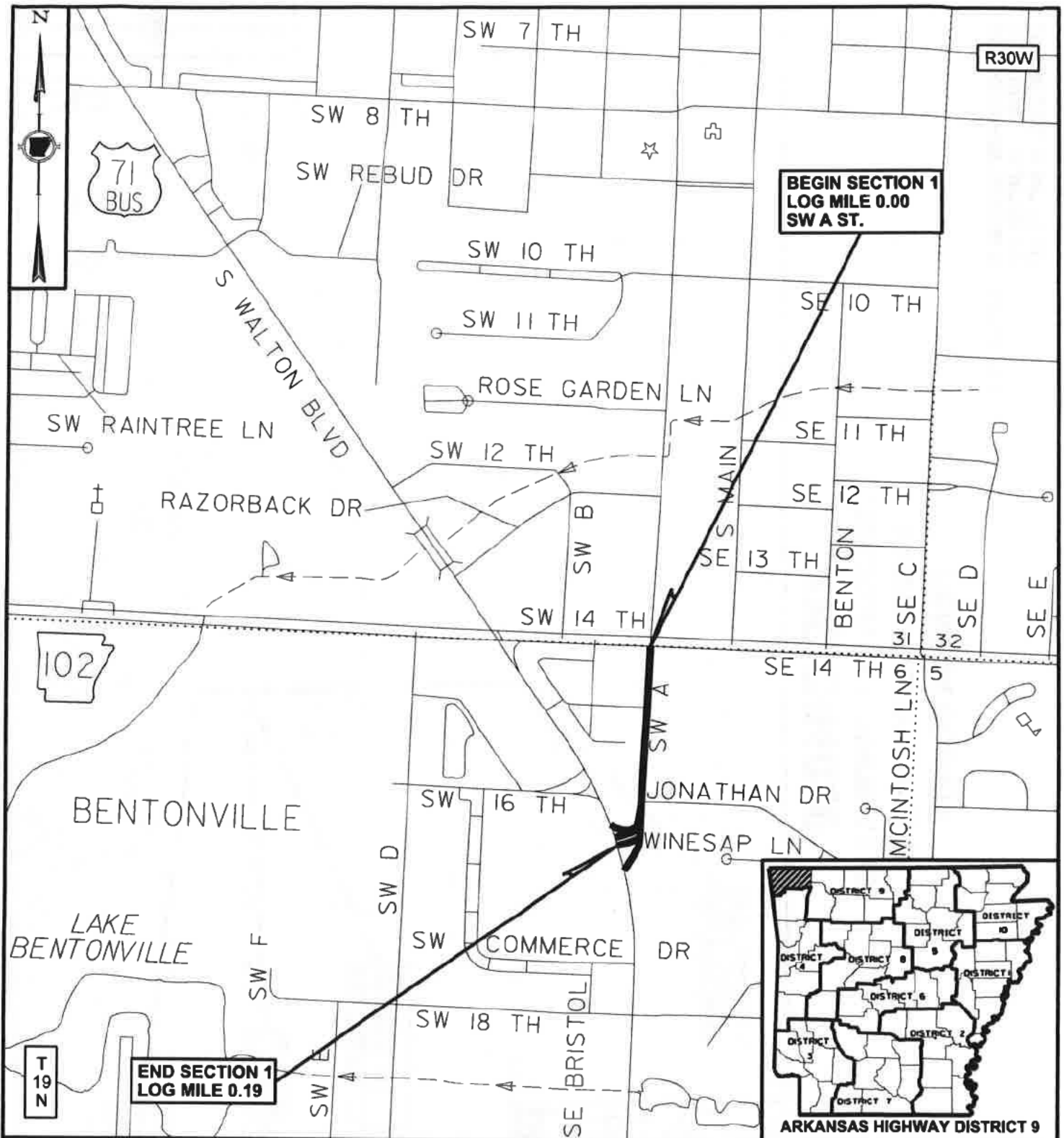
JOB NO. C04026

TOTAL SOLAR ECLIPSE

Section 603 Maintenance of Traffic and Temporary Structures of the Standard Specifications, Edition of 2014, is hereby expanded as follows:

The Contractor shall schedule his work so that no main lane closures exist and no work requiring main lane closures will be performed for the time period of Friday, April 5, 2024 through Tuesday, April 9, 2024 for the event of a total solar eclipse expected on Monday, April 8, 2024.

BASIS OF PAYMENT: There shall be no direct payment for fulfilling the requirements of the Special Provision, but compensation shall be considered included in the price bid for Maintenance of Traffic.



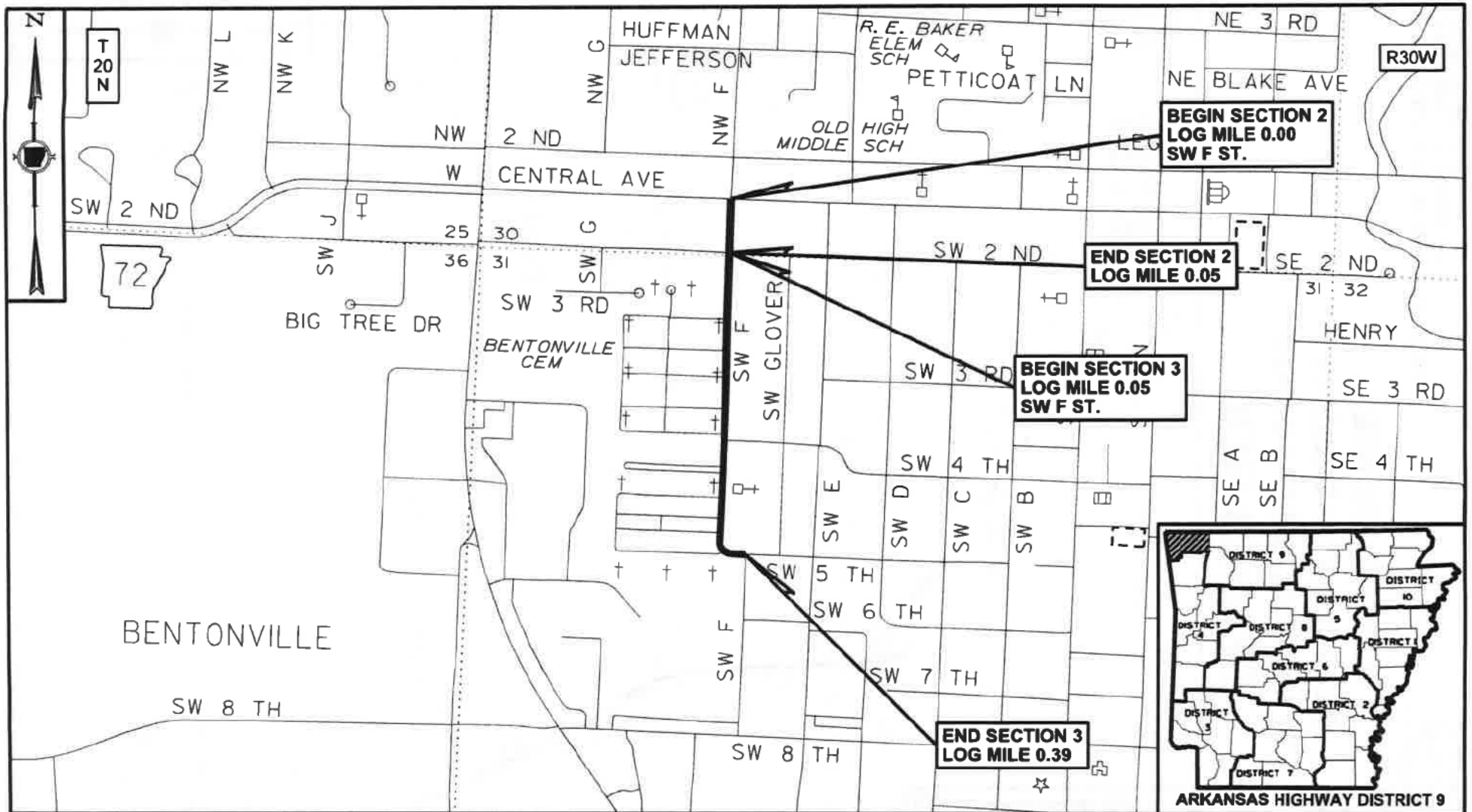
JOB C04026 **BENTONVILLE OVERLAY (S)** **VARIOUS CITY STREETS** **BENTON COUNTY**

APPROXIMATE CENTER OF SECTION 1
 LATITUDE: N 36° 21' 20"
 LONGITUDE: W 94° 12' 38"

Digitally signed by
 Freeling, Bryan E.
 Date: 2023.11.16
 09:51:43-06'00'

SHEET 1 OF 17



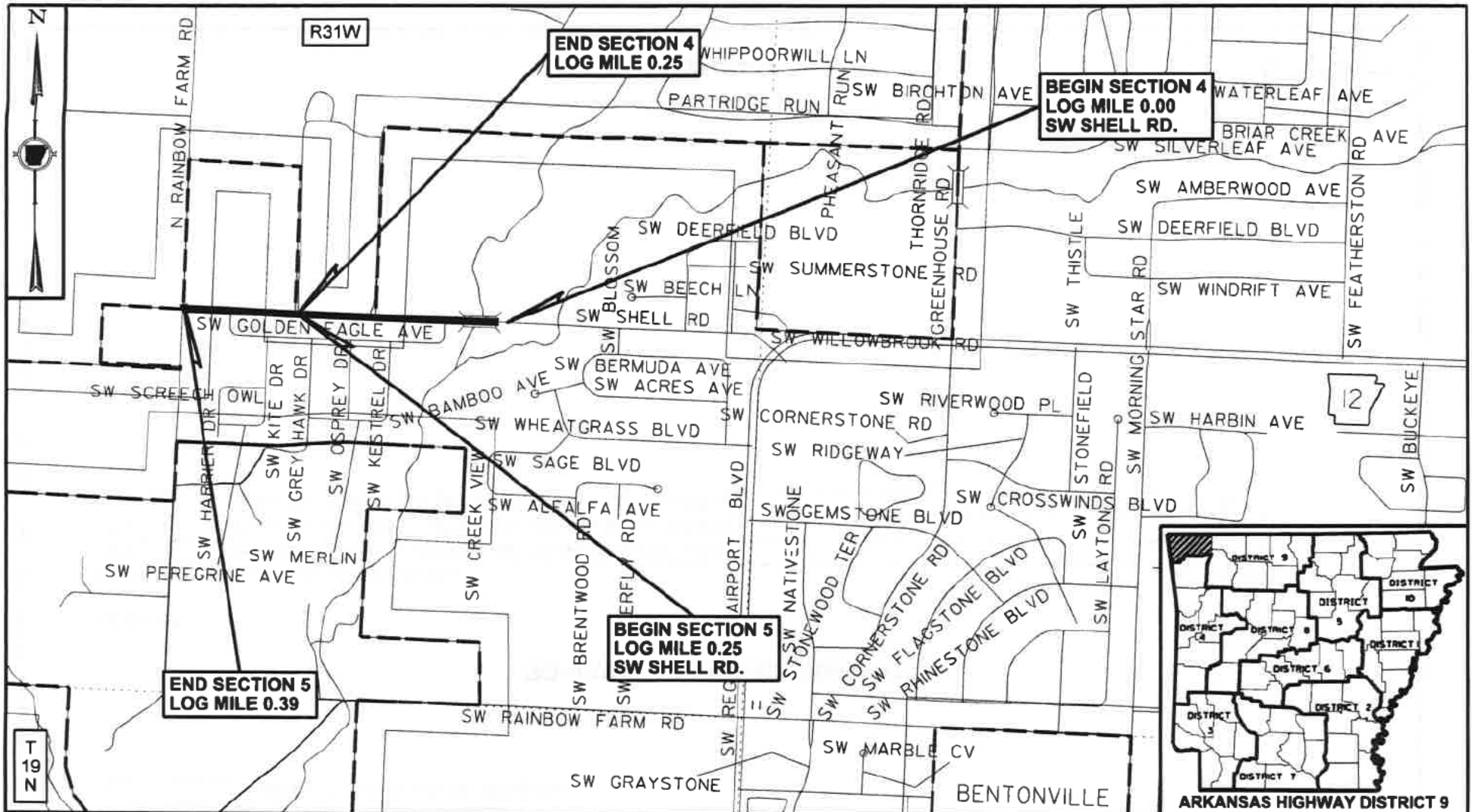


JOB C04026 **BENTONVILLE OVERLAY (S)** **VARIOUS CITY STREETS** **BENTON COUNTY**

APPROXIMATE CENTER OF SECTION 2
LATITUDE: N 36° 22' 19"
LONGITUDE: W 94° 13' 01"



SHEET 2 OF 17



JOB C04026 **BENTONVILLE OVERLAY (S)** **VARIOUS CITY STREETS** **BENTON COUNTY**

APPROXIMATE CENTER OF SECTION 4
LATITUDE: N 36° 20' 11"
LONGITUDE: W 94° 15' 57"



SHEET 3 OF 17

INDEX OF SHEETS

SHEET NO.

TITLE

1 - 3	TITLE SHEETS
4	INDEX OF SHEETS AND STANDARD DRAWINGS
5 - 6	GOVERNING SPECIFICATIONS
7	GENERAL NOTES
8 - 12	TYPICAL SECTIONS OF IMPROVEMENT
13 - 16	QUANTITIES
17	SUMMARY OF QUANTITIES AND REVISIONS

ROADWAY STANDARD DRAWINGS

DRWG. NO.

TITLE

DATE

PM-1	PAVEMENT MARKING DETAILS	02-27-20
TC-1	STANDARD TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION	11-07-19
TC-2	STANDARD TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION	05-20-21
TC-3	STANDARD TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION	08-12-21

GOVERNING SPECIFICATIONS (SHEET 2 OF 2)

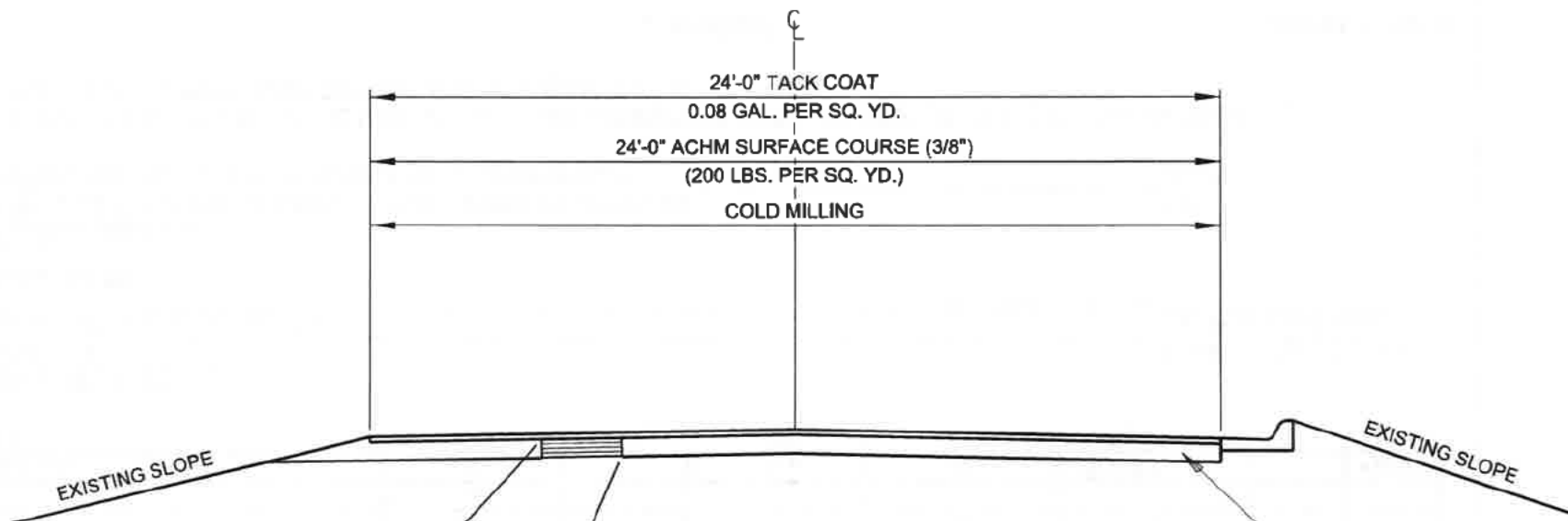
ARKANSAS STATE HIGHWAY COMMISSION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION,
EDITION OF 2014, AND THE FOLLOWING SPECIAL PROVISIONS AND SUPPLEMENTAL SPECIFICATIONS.

NUMBER	TITLE
JOB C04026 ____	ADJUSTMENT OF QUANTITIES FOR STATE-AID STREET PROJECTS
JOB C04026 ____	BIDDING REQUIREMENTS AND CONDITIONS
JOB C04026 ____	BROADBAND INTERNET SERVICE FOR ASPHALT CONCRETE PLANT
JOB C04026 ____	DENSITIES FOR ACHM SURFACE COURSE
JOB C04026 ____	DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES
JOB C04026 ____	DESIGN OF ASPHALT MIXTURES - AGGREGATES
JOB C04026 ____	LIQUIDATED DAMAGES PROCEDURE FOR BID LETTINGS
JOB C04026 ____	MANDATORY ELECTRONIC CONTRACT
JOB C04026 ____	MANDATORY ELECTRONIC DOCUMENT SUBMITTAL
JOB C04026 ____	RECYCLED ASPHALT SHINGLES
JOB C04026 ____	SUBMISSION OF ASPHALT CONCRETE HOT MIX ACCEPTANCE TEST RESULTS
JOB C04026 ____	TOTAL SOLAR ECLIPSE
JOB C04026 ____	WARM MIX ASPHALT

GENERAL NOTES

1. THE SEQUENCE AS SHOWN ON THE MAINTENANCE OF TRAFFIC PLANS IS A GENERAL OUTLINE FOR THE CONSTRUCTION OF THIS PROJECT, AND IN NO WAY IS IT INTENDED TO COVER EVERY ITEM IN THE PROJECT. ITEMS NOT CRITICAL TO THE CONSTRUCTION SEQUENCE MAY BE CONSTRUCTED IN ANY STAGE AS APPROVED BY THE RESIDENT ENGINEER.
2. CONTRACTOR TO COORDINATE WITH THE CITY OF BENTONVILLE FOR THE ADJUSTMENT OF MANHOLES AND WATER VALVE COVERS.
3. THE CONTRACTOR SHALL CLIP GRASS AND DEBRIS FROM THE EDGE OF THE EXISTING ROADWAY. THESE "CLIPPINGS" SHALL BE PULLED UP TO THE EDGE OF THE NEW PAVEMENT IN SECTIONS WHERE THE SHOULDERS ARE NOT BEING REBUILT WITH AGGREGATE OR BORROW. NO DIRECT PAYMENT WILL BE MADE FOR THIS WORK.
4. SUPPLYING UTILITY RISERS AND INSTALLATION OF PERMANENT TRAFFIC SAFETY SIGNS NOT SHOWN IN THE PLANS ARE THE RESPONSIBILITIES OF THE CITY OF BENTONVILLE.

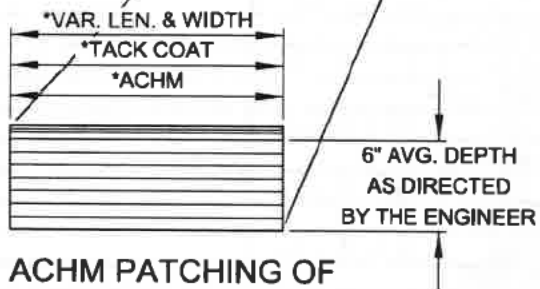
NOTE: DETAILS MAY BE MODIFIED TO MEET LOCAL
CONDITIONS AS DIRECTED BY THE ENGINEER.



TYPICAL SECTIONS OF IMPROVEMENT

BENTONVILLE

SECTION 4, SW SHELL RD. - L.M. 0.00 TO 0.25



ACHM PATCHING OF EXISTING ROADWAY

PAY ITEMS AND CONSTRUCTION
REQUIREMENTS ARE AS DEFINED
IN SECTION 415 OF THE STANDARD
SPECIFICATIONS FOR HIGHWAY
CONSTRUCTION.

* LOCATION AND APPLICATION RATES
ARE AT THE DIRECTION OF THE
ENGINEER. SEE QUANTITY SHEET FOR
ESTIMATED AMOUNTS.

JOB C04026

SHEET 11 OF 17

PATCHING AND SURFACING

DESCRIPTION	LOG MILE		LENGTH	ACHM PATCHING OF EXISTING ROADWAY**	TACK COAT			ACHM SURFACE COURSE (3/8")*		
	FROM	TO	LIN. FT.	TON	WIDTH	SQ. YD.	GAL.	WIDTH	SQ. YD.	TON
SECTION 1 - SW A ST.										
MAIN LANES	0.00	0.19	1003	15.0	40.00	4600.0	368.0	40.00	4600.0	460.0
SECTION 2 - SW F ST.										
MAIN LANES	0.00	0.05	264	15.0	20.00	586.7	46.9	20.00	586.7	58.7
SECTION 3 - SW F ST.										
MAIN LANES	0.05	0.39	1795	15.0	17.00	3390.6	271.2	17.00	3390.6	339.1
SECTION 4 - SW SHELL RD.										
MAIN LANES	0.00	0.25	1320	15.0	24.00	3520.0	281.6	24.00	3520.0	352.0
SECTION 5 - SW SHELL RD.										
MAIN LANES	0.25	0.39	739	15.0	30.00	2463.3	197.1	30.00	2463.3	246.3
TOTALS:				75.0			1164.8			1456.1

USE: 75 1165 1456

BASIS OF ESTIMATE:

TACK COAT _____ 0.08 GAL. PER SQ. YD.
 ACHM SURFACE COURSE (3/8") _____ 200 POUND PER SQ. YD.

***Nmax=115**

VOLUME CONTROL:

ASPHALT BINDER (PG 64-22) IN ACHM SURFACE COURSE (3/8") _____ 5.7%
 MINERAL AGGREGATE IN ACHM SURFACE COURSE (3/8") _____ 94.3%

****QUANTITY ESTIMATED. TO BE USED IF AND WHERE DIRECTED BY THE ENGINEER. SEE SECTION 104.03 OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.**

JOB C04026

SHEET 13 OF 17

COLD MILLING ASPHALT PAVEMENT

DESCRIPTION	LOG MILE		LENGTH	COLD MILLING ASPHALT PAVEMENT	
	FROM	TO	LIN. FT.	WIDTH	SQ. YD.
SECTION 1 - SW A ST.					
ENTIRE SECTION	0.00	0.19	1003	40.00	4600.0
SECTION 2 - SW F ST.					
ENTIRE SECTION	0.00	0.05	264	20.00	586.7
SECTION 3 - SW F ST.					
ENTIRE SECTION	0.05	0.39	1795	17.00	3390.6
SECTION 4 - SW SHELL RD.					
ENTIRE SECTION	0.00	0.25	1320	24.00	3520.0
SECTION 5 - SW SHELL RD.					
ENTIRE SECTION	0.25	0.39	739	30.00	2463.3
TOTAL:					14560.6
USE:					14561

JOB C04026

SHEET 14 OF 17

REFLECTORIZED PAINT PAVEMENT MARKING

DESCRIPTION	LOG MILE		YELLOW MARKING	WHITE MARKING			
			4"	12"	4"	ARROW	WORD
	FROM	TO	LIN. FT.			EACH	
SECTION 1 - SW A ST.							
CENTERLINE - DOUBLE	0.00	0.19	2006			1	
EDGE LINE	0.00	0.19		28	1073		1
SECTION 4 - SW SHELL RD.							
CENTERLINE - DOUBLE	0.00	0.25	2640				
EDGE LINE	0.00	0.25			1320		
SECTION 5 - SW SHELL RD.							
CENTERLINE - DOUBLE	0.25	0.39	1478				

THIS IS A HIGH VOLUME ROAD AS DEFINED IN SECTION 604.03 OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

JOB C04026

SHEET 15 OF 17

TRAFFIC CONTROL DEVICES

LOCATION	W20-1 (AHEAD)		G20-2	
	NO.	SQ. FT.	NO.	SQ. FT.
SECTION 1 - SW A ST.				
BEGIN SECTION	1	16.00	1	8.00
END SECTION	1	16.00	1	8.00
SECTION 2 - SW F ST.				
BEGIN SECTION	1	16.00	1	8.00
SECTION 3 - SW F ST.				
END SECTION	1	16.00	1	8.00
SECTION 4 - SW SHELL RD.				
BEGIN SECTION	1	16.00	1	8.00
SECTION 5 - SW SHELL RD.				
END SECTION	1	16.00	1	8.00
SUBTOTALS:	6	96.00	6	48.00
TOTAL:				144.00

JOB C04026

SHEET 16 OF 17

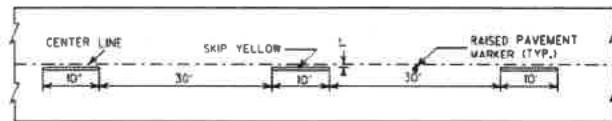
SUMMARY OF QUANTITIES

[illegible]

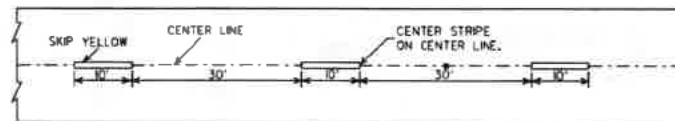
REVISIONS

[illegible]**JOB C04026**

SHEET 17 OF 17

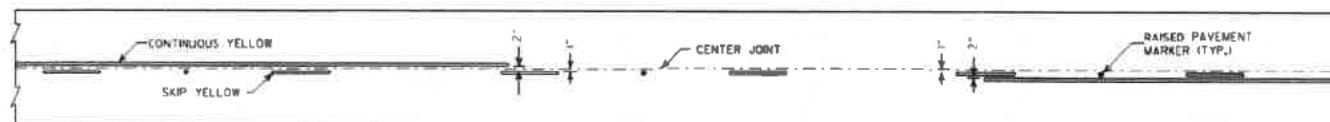


CONCRETE PAVEMENT

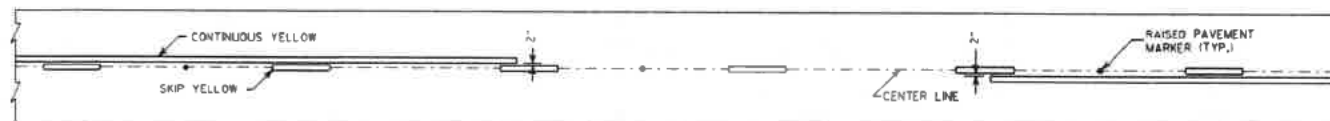


ASPHALT PAVEMENT

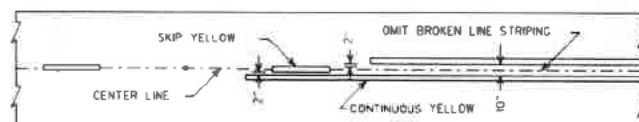
BROKEN LINE STRIPING



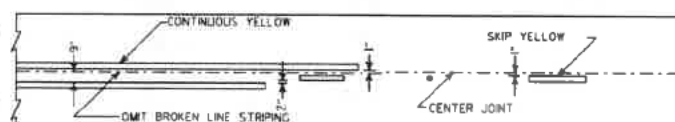
SOLID LINE STRIPING ON CONCRETE PAVEMENT



SOLID LINE STRIPING ON ASPHALT PAVEMENT

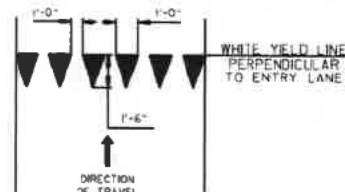


ASPHALT PAVEMENT

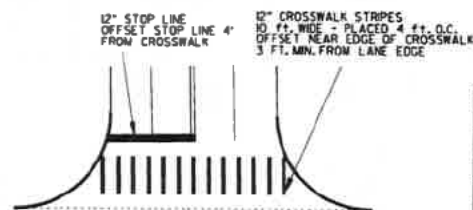


CONCRETE PAVEMENT

STRIPING AT ADJACENT NO PASSING LANES



YIELD LINE DETAIL

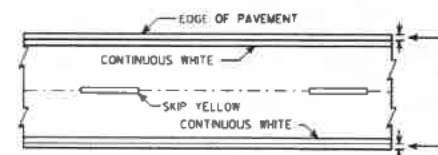


CROSSWALK AND STOP LINE DETAILS

NOTES:

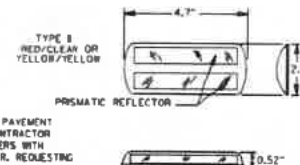
1. REFER TO THE STRIPING DETAILS FOR PAVEMENT MARKING LINE WIDTHS.
2. THIS DRAWING SHALL BE USED IN CONJUNCTION WITH THE LATEST REVISED EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
3. RAISED PAVEMENT MARKERS SHALL BE PLACED ON AN 80 FEET SPACING UNLESS OTHERWISE SHOWN IN THE PLANS.

2" FOR ASPHALT OR CONCRETE PAVEMENT
6" FOR BITUMINOUS SURFACE TREATMENT



PAVEMENT EDGE LINE MARKING

NOTE:
THE RED LENS OF THE
TYPE B R.P.M. SHALL
FACE THE INCORRECT
TRAFFIC MOVEMENT.



NOTE:
DIMENSIONS SHOWN FOR RAISED PAVEMENT
MARKERS ARE TYPICAL. THE CONTRACTOR
MAY SUBSTITUTE SIMILAR MARKERS WITH
THE APPROVAL OF THE ENGINEER, REQUESTING
APPROVAL FOR SIMILAR MARKERS MAY BE
MADE BY REFERRING TO THE AASHTO QUALIFIED
PRODUCTS LIST.

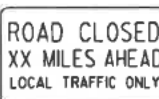
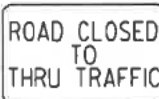
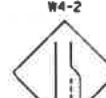
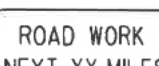
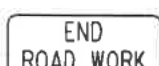
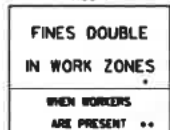
DETAIL OF STANDARD RAISED PAVEMENT MARKERS

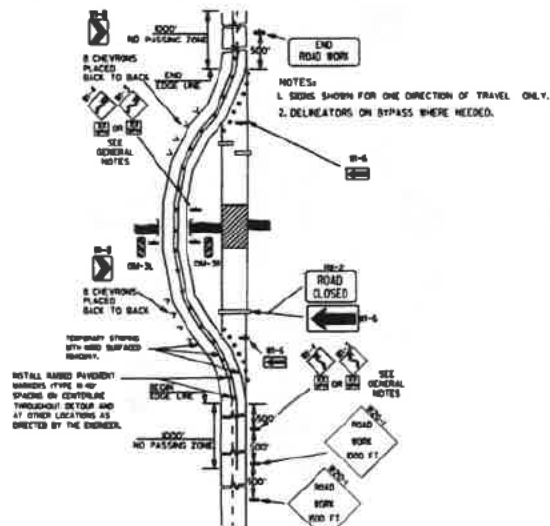
2-27-20	REVISED STOP LINE DETAILS	
6-1-17	ADDED YIELD LINE DETAIL	
5-12-16	REVISED LINE WIDTHS, SPACING, & NOTES	
9-12-15	REVISED DETAIL OF STANDARD RAISED PAVEMENT MARKERS	
8-17-10	REVISED GENERAL NOTES & REMOVED PLOWABLE PAVEMENT MARKERS	
8-18-04	REVISED NOTE 2 & GENERAL NOTES	
8-22-02	ADDED CROSSWALK & STOPBAR DETAILS	
7-02-98	ADDED DETAILS OF STD. RAISED PAVEMENT MARKERS	
4-28-96	REV. NOTES 1&4 ADDED R.P.M.	
9-30-80	DRAWN	1-9-30-80
DATE	REVISION	FILED

ARKANSAS STATE HIGHWAY COMMISSION

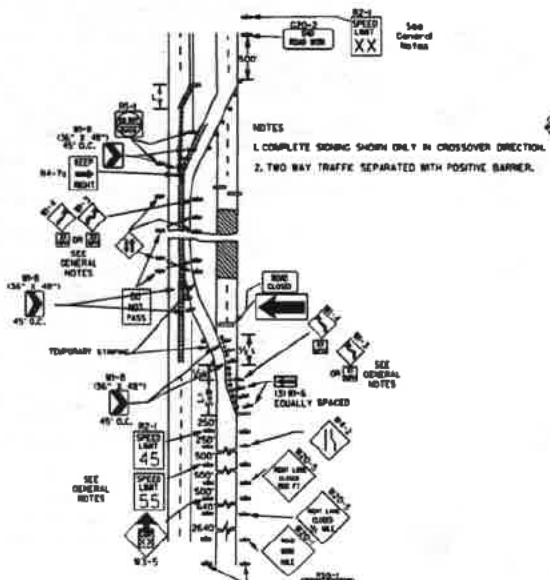
PAVEMENT MARKING DETAILS

STANDARD DRAWING PM-1

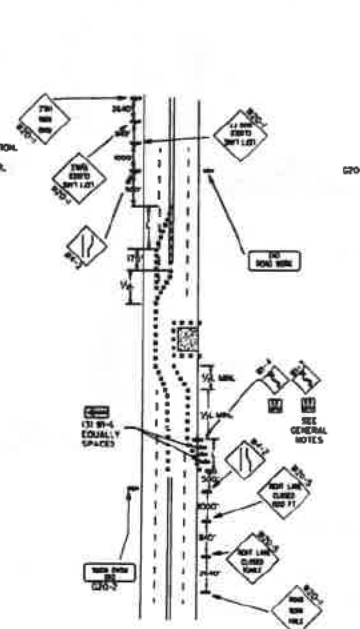
R1-1  STANDARD 30"x30" EXPRESSWAY 36"x36" SPECIAL 48"x48"	R1-2  STD. 36"x36"x36" EXPWY. 48"x48"x48" FWY. 60"x60"x60"	R2-1  STD. 24"x30" EXPWY. 36"x48" FWY. 48"x60"	W3-5  STD. 36"x36" EXPWY. 48"x48" FWY. 48"x48"	W3-5a  STD. 36"x36" EXPWY. 48"x48" FWY. 48"x48"	R4-1  STD. 24"x30" EXPWY. 36"x48" FWY. 48"x60"	R4-2  STD. 24"x30" EXPWY. 36"x48" FWY. 48"x60"	ADVANCE DISTANCES (XXXX) <table><tr><td>500 FT</td><td>1/2 MILE</td></tr><tr><td>1000 FT</td><td>3/4 MILE</td></tr><tr><td>500 FT</td><td>1 MILE AHEAD</td></tr></table> GENERAL NOTES: - ALL TRAFFIC CONTROL DEVICES USED ON ROAD CONSTRUCTION SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION, AND TO THE STANDARD HIGHWAY SIGNS, LATEST EDITION, OR AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION. - TRAFFIC CONTROL DEVICES SHALL BE SET UP JUST BEFORE THE START OF CONSTRUCTION OPERATIONS AND SHALL BE PROPERLY MAINTAINED DURING THE TIME SUCH CONDITIONS EXIST. THEY SHALL REMAIN IN PLACE ONLY AS LONG AS NEEDED AND REMOVED THEREAFTER. - EXISTING SIGNS AND CONSTRUCTION SIGNS SHALL BE KEPT IN PROPER POSITION AND BE CLEAN AND LEGIBLE AT ALL TIMES. SIGNS THAT DO NOT APPLY TO EXISTING CONDITIONS SHALL BE REMOVED. SIGNS THAT ARE DAMAGED, DEFACED, OR THAT ACCUMULATE DIRT DURING CONSTRUCTION SHALL BE CLEANED, REPAIRED, OR REPLACED. - SIGNS ARE USUALLY MOUNTED ON A SINGLE POST, ALTHOUGH THOSE WIDER THAN 36" OR LARGER THAN 50 FT. SHALL BE MOUNTED ON TWO POSTS OR ABOVE A TYPE III BARRICADE. - SIGN POSTS DIRECT BURIED IN SOIL SHALL BE 2 LB. MINIMUM CHANNEL POST OR 4"x4" WOOD POSTS. CHANNEL POSTS SHALL BE PAINTED GREEN. WOOD POSTS SHALL BE PAINTED WHITE. ALL POSTS SHALL BE NEATLY CONSTRUCTED, AND SHALL BE REPLUMBED, CLEANED, OR REPAIRED AS NEEDED FOR THE DURATION OF THE JOB. THERE SHALL NOT BE MORE THAN 2 POSTS IN A 7' PATH FOR WOOD OR CHANNEL POSTS. ANY CHANNEL POST SPLICE SHALL BE IN ACCORDANCE WITH STANDARD DRAWING TC-3. - POST MOUNTED SIGNS IN RURAL AREAS SHALL BE CONSTRUCTED WITH THE NEAR EDGE OF THE SIGN FROM 6 TO 12 FEET FROM THE PAVEMENT EDGE. SIGNS IN URBAN AREAS AND BARRICADE MOUNTED SIGNS SHALL BE MOUNTED A MINIMUM OF 2 FEET FROM THE PAVEMENT EDGE. - ALL POST AND BARRICADE MOUNTED SIGNS MOUNTED IN URBAN AREAS SHALL BE MOUNTED A MINIMUM DISTANCE OF 7' FROM THE BOTTOM OF THE SIGN TO THE ROADWAY SURFACE. ALL POST AND BARRICADE MOUNTED SIGNS MOUNTED IN RURAL AREAS SHALL BE MOUNTED A MINIMUM DISTANCE OF 7' FROM THE BOTTOM OF THE SIGN TO THE ROADWAY SURFACE. EXCEPT A MINIMUM OF 6' SHALL BE USED WHEN MOUNTING AN ADVISORY SIGN BELOW A WARNING SIGN. TEMPORARY SIGNS MAY BE MOUNTED ON PORTABLE SUPPORTS FOR INTERMEDIATE TERM STATIONARY WORK CONDITIONS. THE SIGNS MINIMUM MOUNTING HEIGHT SHALL BE 5'. RETROREFLECTIVE DEVICES SHALL BE USED. TEMPORARY SIGNS MAY BE MOUNTED ON PORTABLE SUPPORTS FOR SHORT-TERM, SHORT DURATION, AND MOBILE CONDITIONS. THEY SHALL BE NO LESS THAN ONE 10 FOOT ABOVE THE TRAVELED WAY. LONG-TERM STATIONARY SIGNS SHALL BE DIRECT BURIED IN SOIL, UNLESS CONDITIONS NECESSITATE THE USE OF PORTABLE SIGNS, OR AS APPROVED BY THE ENGINEER. CONCRETE PADS, CONCRETE OR ROCK BALLAST, OR OTHER SOLID MATERIALS SHALL NOT BE UTILIZED WITH PORTABLE SIGN SUPPORTS. 8. PLACERS SHALL USE RETROREFLECTED STOP-AND-YIELD PADDLES. FLAGS MAY BE USED ONLY FOR EMERGENCY SITUATIONS. 9. MOST OF THE SIGNS SHOWN ARE ORIENTED TO THE RIGHT. HOWEVER, THIS DOES NOT PRECLUDE THE USE OF MIRROR IMAGES OF THESE SIGNS WHERE THE REVERSE ORIENTATION MIGHT BETTER CONVEY TO MOTORISTS THE PROPER DIRECTION OF MOVEMENT. 10. R55-1 SIGNS SHALL BE PLACED AT LEAST 500' BUT NOT MORE THAN 1 MILE IN ADVANCE OF THE WORK ZONE. IF A SPEED LIMIT REDUCTION IS IN EFFECT, THE SIGN SHALL BE PLACED A MINIMUM OF 600' IN ADVANCE OF THE "REDUCED SPEED AHEAD" SIGN. * NOTE: SUPPORTS FOR SIGNS, BARRICADES, AND VERTICAL PANELS THAT ARE DIFFERENT FROM THE REQUIREMENTS SHOWN IN NOTES 4 & 5, BUT MEET THE REQUIREMENTS OF MANUAL FOR ASSESSING SAFETY HARDWARE (MASH), WILL BE ACCEPTED COMPLIANCE WITH THE REQUIREMENTS OF MANUAL FOR ASSESSING SAFETY HARDWARE (MASH) IS REQUIRED FOR ALL PROJECTS.	500 FT	1/2 MILE	1000 FT	3/4 MILE	500 FT	1 MILE AHEAD
500 FT	1/2 MILE												
1000 FT	3/4 MILE												
500 FT	1 MILE AHEAD												
R5-1  STD. 30"x30" EXPWY. 36"x36" SPECIAL 48"x48"	R11-2  48"x30"	R11-3A  60"x30"	R11-4  60"x30"	W21-5a  STD. 36"x36" FWY. 48"x48"	W1-1  STD. 36"x36" FWY. 48"x48"	W1-2  STD. 36"x36" FWY. 48"x48"							
W1-3  STD. 48"x48"	W1-4  STD. 48"x48"	W1-6  STD. 48"x24" SPECIAL 60"x30"	W1-8  STD. 18"x24" SPECIAL 24"x30" EXPWY. 30"x36" FWY. 36"x48"	W3-1  STD. 36"x36" SPECIAL 48"x48"	W3-2  STD. 36"x36" SPECIAL 48"x48"	W4-2  STD. 36"x36" FWY. 48"x48"							
W5-1  STD. 36"x36" SPECIAL 48"x48"	W6-3  EXPWY. 36"x36" SPECIAL 48"x48"	W8-7  EXPWY. 36"x36" FWY. 48"x48"	W9-2  STD. 36"x36" FWY. 48"x48"	W13-1  STD. 24"x24"	W20-1  STD. 48"x48"	W20-2  STD. 48"x48"	W20-3  STD. 48"x48"						
W20-4  STD. 48"x48"	W20-5  STD. 48"x48"	W20-7a  STD. 36"x36" FWY. 48"x48"	W21-2  STD. 30"x30" SPECIAL 36"x36"	W21-5  STD. 30"x30" SPECIAL 36"x36"	W24-1  STD. 36"x36"	W1-4b  STD. 48"x48"	R56-1  STD. 18"x18"						
W8-8  STD. 36"x36" FWY. 48"x48"	W8-9  STD. 36"x36" FWY. 48"x48"	G20-1  60"x24"	G20-2  48"x24"	OM-3L OM-3R  12"x36"	M4-9  STD. 30"x24" SPECIAL 48"x36" SPECIAL 60"x48"	M4-10  48"x18"	R55-1  36"x60" * USE 6" C LETTERS ** USE 4" D LETTERS						



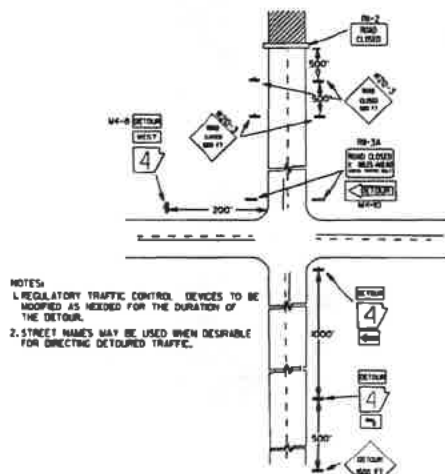
(A) TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES ON A 2-LANE HIGHWAY WHERE THE ENTIRE ROADWAY IS CLOSED AND A BYPASS DETOUR IS PROVIDED.



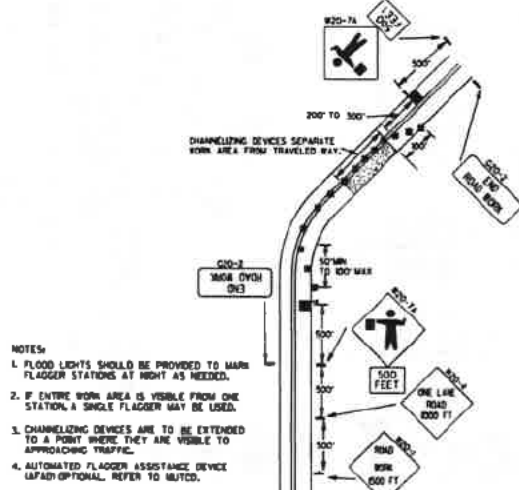
(B) TYPICAL APPLICATION - 4-LANE DIVIDED ROADWAY WHERE ONE ROADWAY IS CLOSED.



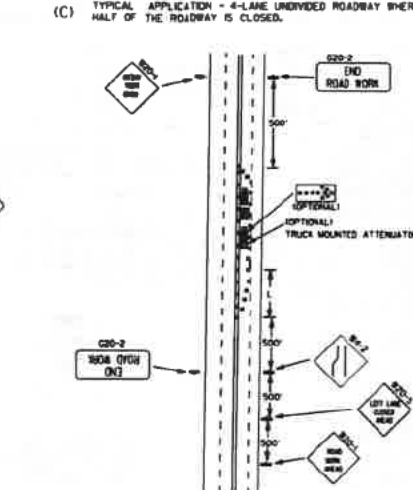
(C) TYPICAL APPLICATION - 4-LANE UNDIVIDED ROADWAY WHERE HALF OF THE ROADWAY IS CLOSED.



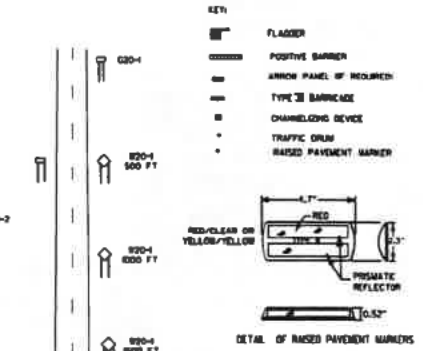
(D) TYPICAL APPLICATION - ROADWAY CLOSED BEYOND DETOUR POINT.



(E) TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES ON 2-LANE HIGHWAY WHERE ONE LANE IS CLOSED AND FLAGGING IS PROVIDED.



(F) TYPICAL APPLICATION - 4-LANE UNDIVIDED ROADWAY WITH ONE LANE CLOSED.



TYPICAL ADVANCE WARNING SIGN PLACEMENT TAPER FORMULAE:

$L = \frac{S^2}{200}$ FOR SPEEDS OF 45 MPH OR MORE.

$L = \frac{S^2}{60}$ FOR SPEEDS OF 40 MPH OR LESS.

WHERE:

L = MINIMUM LENGTH OF TAPER.

S = NUMERICAL VALUE OF POSTED SPEED LIMIT PRIOR TO WORK OR 85TH PERCENTILE SPEED.

W = WIDTH OF OFFSET.

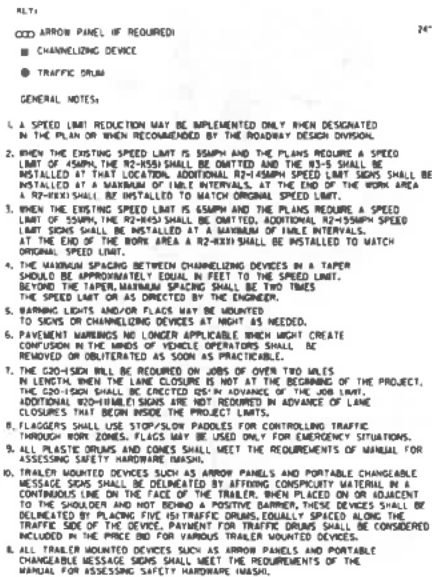
- GENERAL NOTES:
1. THE MAINTENANCE DIVISION SHALL CONDUCT A BALL BANK STUDY TO DETERMINE THE ADVISORY SPEED LIMIT PRIOR TO OPENING TO TRAFFIC. THE ADVISORY SPEED WILL BE POSTED ON W-3 OR W-4 CURVE WARNING SIGNS. USE W-4 WHEN SPEED IS GREATER THAN 50 MPH AND W-3 WHEN 50 MPH OR LESS.
 2. WHEN THE EXISTING SPEED LIMIT IS 55 MPH AND THE PLANS REQUIRE A SPEED LIMIT OF 45 MPH, THE R2-45S SHALL BE OMITTED AND THE W-3 SHALL BE INSTALLED AT THAT LOCATION. ADDITIONAL R2-45S SPEED LIMIT SIGNS SHALL BE INSTALLED AT A MAXIMUM OF 1 MILE INTERVALS.
 3. AT THE END OF THE WORK AREA A R2-45S SHALL BE INSTALLED TO MATCH ORIGINAL SPEED LIMIT.
 4. WHEN THE EXISTING SPEED LIMIT IS 55 MPH AND THE PLANS REQUIRE A SPEED LIMIT OF 50 MPH, THE R2-45S SHALL BE OMITTED. ADDITIONAL R2-45S SPEED LIMIT SIGNS SHALL BE INSTALLED AT A MAXIMUM OF 1 MILE INTERVALS. AT THE END OF THE WORK AREA A R2-45S SHALL BE INSTALLED TO MATCH ORIGINAL SPEED LIMIT.
 5. THE MAXIMUM SPACING BETWEEN CHANNELIZING DEVICES IN A TAPER SHOULD BE APPROXIMATELY EQUAL IN FEET TO THE SPEED LIMIT. BEYOND THE TAPER, MAXIMUM SPACING SHALL BE TWO TIMES THE SPEED LIMIT, OR AS DIRECTED BY THE ENGINEER.
 6. WARNING LIGHTS AND/OR FLAGS MAY BE MOUNTED TO SIGNS OR CHANNELIZING DEVICES AT NIGHT AS NEEDED.
 7. PAVEMENT MARKINGS NO LONGER APPLICABLE DURING NIGHT CREATE CONFUSION IN THE MINDS OF VEHICLE OPERATORS. THEY SHALL BE REMOVED OR OBLITERATED AS SOON AS PRACTICABLE.
 8. TRAILER MOUNTED DEVICES SUCH AS ARROW PANELS AND PORTABLE CHANGEABLE MESSAGE SIGNS SHALL BE DELINEATED BY ATTACHING CONSPICUOUS MATERIAL IN A CONTINUOUS LINE ON THE FACE OF THE TRAILER. WHEN PLACED ON OR ADJACENT TO THE SHOULDER AND NOT BEHIND A POSITIVE BARRIER, THESE DEVICES SHALL BE DELINEATED BY PLACING FIVE (5) TRAFFIC ORIGIN, EQUALLY SPACED ALONG THE TRAFFIC SIDE OF THE DEVICE. PAYMENT FOR TRAFFIC ORIGIN SHALL BE CONSIDERED INCLUDED IN THE PRICE BID FOR VARIOUS TRAILER MOUNTED DEVICES.
 9. DIMENSIONS SHOWN FOR RAISED PAVEMENT MARKERS ARE TYPICAL. THE CONTRACTOR MAY SUBSTITUTE SIMILAR MARKERS WITH THE APPROVAL OF THE ENGINEER. REQUESTING APPROVAL FOR SIMILAR MARKERS MAY BE MADE BY REFERRING TO THE ADOPTED QUALIFIED PRODUCTS LIST.
 10. ALL TRAILER MOUNTED DEVICES SUCH AS ARROW PANELS AND PORTABLE CHANGEABLE MESSAGE SIGNS SHALL MEET THE REQUIREMENTS OF THE MANUAL FOR ASSESSING SAFETY HARDWARE DESIGN.

REVISION	DATE	BY	CHKD	FILED
REVISED NOTE 1, ADDED NOTE 9	9-27-98			
REVISED NOTE 3, ADDED NOTE 8, REVISED DIMENSIONS AND REPLACED R2-45 WITH W-3	9-27-98			
REVISED DETAIL OF RAISED PAVEMENT MARKERS	9-27-98			
REVISED SIGN DIMENSIONS	9-27-98			
ADDED GENERAL NOTE	9-27-98			
ADDED W-3	9-27-98			
ADDED NOTE 10	9-27-98			
ADDED NOTE 11	9-27-98			
ADDED NOTE 12	9-27-98			
ADDED NOTE 13	9-27-98			
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ADDED NOTE 99	9-27-98			
ADDED NOTE 100	9-27-98			

ARKANSAS STATE HIGHWAY COMMISSION
STANDARD TRAFFIC CONTROLS
FOR HIGHWAY CONSTRUCTION
STANDARD DRAWING TC-2



(B) TYPICAL APPLICATION - 3-LANE ONEWAY ROADWAY WHERE
SHOULDER LANE IS CLOSED



(D) TYPICAL APPLICATION - CLOSING MULTIPLE LANES OF A MULTILANE HIGHWAY

REVIEW BY THE ROADWAY DESIGN DIVISION THE HIGHWAY DEPARTMENT MAY BE REQUIRED PRIOR TO IMPLEMENTING MAXIMUM LANE CLOSURE SEE ADDITIONAL NOTES	04-02-20	REVISED TRAFFIC CONTROL
	05-20-20	REVISED NOTE 6
	2-27-20	REVISED TRAFFIC CONTROL
	9-03-19	REVISED NOTE 4 ADDED
	1-26-19	REVISED TRAFFIC CONTROL
	9-02-05	REVISED NOTE 2, 3, & 4, & 5
	04-05-09	ADDED REFERENCE TO 10-4
	9-20-08	ADDED UPPER DESIGNATION TABLE
	9-18-04	ADDED NOTE
	10-1-18	ADDED NOTE
4-03-17	ADDED 10-4 TO 10-4-A AND 10-4-B REVISED NOTE	
05-09-06	ADDED 10-4-A	
05-07-05	MOVED UPPER SPACES	
9-9-95	REVISED SPECIAL OF TABLE	
7-1-95	REVISED UPPER PART OF TABLE	
8-20-89	DRAWN AND PLACED IN	
DATE	REVISED	

08-02-28	RECEIVED TRAFFIC CONTROL, DEVICES AND NOTES	
05-20-28	REMOVED NOTE #1	
2-27-28	REMOVED TRAFFIC CONTROL, DEVICES DETAILS	
1-27-28	REMOVED NOTE #2	
1-26-28	REMOVED TRAFFIC CONTROL, DEVICES DETAILS	
1-6-28	REMOVED NOTE #2 & REPLACED BY-SA WITH #3-5	
04-29-28	ADDED REPERMITS TO NASH	
1-29-28	REMOVED SASH DECONTAMINATING	
8-23-28	ADDED NOTE	
8-13-28	ADDED NOTE	
0-03-27	ADDED UP TO WE-A	
	REMOVED TRAFFIC CONTROL, DEVICES NOTES	
8-18-26	ADDED 855-4	
8-18-26	MOVED UPON SALS	
8-18-26	REMOVED SALS OF CASE, TEST	
8-18-26	REMOVED BURN PAPER, VULNERABLE, S&T, 1 AND 3	1-6-99
8-18-26	DRAWN AND PLACED IN JIG	
DATE	REMOVED IN	FLAME

Arkansas Department of Transportation
Schedule of Items

State Job No.: C04026
Job Name: BENTONVILLE OVERLAY (S)
Federal Aid Project: 9971C04026

Date Estimated: 9/18/2023
Date Revised:

Line Number	Item Code and Description	Estimated Quantity	Unit Bid Price	Price Extension
Section 01 - PROPOSAL ITEMS				
0001	SS&401 - TACK COAT	1,165.000 GAL		
0002	SPSS407 - MINERAL AGGREGATE IN ACHM SURFACE COURSE (3/8")	1,373.000 TON		
0003	SPSS407 - ASPHALT BINDER (PG 64-22) IN ACHM SURFACE COURSE (3/8") (MINIMUM BID \$120.00)	83.000 TON		
0004	412 - COLD MILLING ASPHALT PAVEMENT	14,561.000 SQYD		
0005	SPSS415 - ACHM PATCHING OF EXISTING ROADWAY	75.000 TON		
0006	603 - MAINTENANCE OF TRAFFIC	1.000 L.S.		
0007	SS&604 - SIGNS	144.000 SQFT		
0008	718 - REFLECTORIZED PAINT PAVEMENT MARKING WHITE (4")	2,393.000 LF		
0009	718 - REFLECTORIZED PAINT PAVEMENT MARKING WHITE (12")	28.000 LF		
0010	718 - REFLECTORIZED PAINT PAVEMENT MARKING YELLOW (4")	6,124.000 LF		
0011	718 - REFLECTORIZED PAINT PAVEMENT MARKING (WORDS)	1.000 EACH		
0012	718 - REFLECTORIZED PAINT PAVEMENT MARKING (ARROWS)	1.000 EACH		
			Section 01 Total:	
			Subtotal:	
0013	601 - MOBILIZATION (UNIT BID AMOUNT MAY NOT EXCEED 5% OF SUBTOTAL)	1.000 L.S.		
			Bid Total:	

STATE AID CITY STREET PROGRAM PROJECT AMENDED RESOLUTION

RESOLUTION NO. _____

**AN AMENDED RESOLUTION EXPRESSING THE
WILLINGNESS OF THE CITY OF BENTONVILLE
TO UTILIZE STATE AID STREET MONIES
FOR THE FOLLOWING CITY PROJECT:**

Bentonville Overlay (S)

WHEREAS, an amended resolution is needed to correct previously approved resolution from November 28, 2023 stating 100% State Aid regarding Project C04026;

WHEREAS, the City of Bentonville understands that State Aid Street Program funds are available for certain city projects at the following participating ratios:

	<u>Work Phase</u>	<u>State Aid %</u>	<u>City %</u>
Reconstruction/Resurfacing Construction of City Projects	Preliminary Engineering &	90%	10%
	Construction Engineering		
	Right-of-Way	-0-	100%
	Utilities	-0-	100%
	Construction	100% (Max. \$300K)	-0-(Balance)
City projects programmed but not let to contract	All Phases	-0-	100%

WHEREAS, the project is funded 90% State Aid with a 10% City cost share up to the maximum amount.

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor, or her designee, is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this city project.

SECTION III: The City agrees upon completion of the project to assume the maintenance of the right-of-way by City Forces and/or others including utilities and individuals in accordance with the prevailing Arkansas Department of Transportation regulations.

SECTION IV: The City pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2024.

Mayor Stephanie Orman

ATTEST: _____
(SEAL) **Kirby Romines, City Clerk**



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Dennis Birge
Phone:	479-271-5964	For Department(s):	Transportation Department
Email:	dbirge@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☒ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Authorizing Amendment #1 on the SW 10th and F Drainage Project
Action Recommendation & Justification:	Resolution amending the agreement with Olsson, Inc, for professional services on the SW 10th and SW F St. Project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Original scope of the Professional Service Agreement with Olsson for the SW 10th and F drainage bond project did not include fees for public water and sewer utility adjustments. The agreement also assumed there would be 21 parcels for acquisition with the final number being 34 parcels. This amendment includes additional fees for both the utility adjustment design and 13 additional parcels for acquisition.
Amount for Approval:	\$ 198,807.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: 2021 Drainage Bond Project

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

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**CONTRACT AMENDMENT #1
SW 10th & F, SW 3rd & B, SW 6th & GLOVER
STORMWATER IMPROVEMENTS
(MUNIS# 21EN0025, PIIP22-0017)**

Date: December 18, 2023

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated July 20, 2021 between City of Bentonville, Arkansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Design Services

The project scope will be amended to include evaluation and design services for proposed waterline relocations associated with the storm sewer collection system improvements. right of way services will be amended to include additional properties beyond the scope of the original contract. Additional design services associated with comments made after the 90% plan review that affect the alignment. Additional survey and survey boundary descriptions required for water relocations and easement acquisitions.

Phase 400 – Utility Coordination - \$32,137

Waterline relocation design at the following locations as needed to facilitate construction of new storm sewer:

SW 8th Street – relocate existing 8" PVC waterline.

SW D Street – relocate existing 8" PVC waterline.

SW 3rd and SW B Street – relocate two existing 4" cast iron waterlines and associated service lines and meters, relocate fire hydrant. Extend water line to SW A Street to provide adequate fire flow per ADH comment.

SW B Street – relocate existing water meters.

SW E Street – relocate existing service lines/meters

ADH Permitting is required and is included in this scope of services.

Phase 500 – Survey Services – \$20,659.50

Additional survey on SW 3rd street from SW B street to SW A street to accommodate extension of water line to SW A Street and storm inlets east of SW 3rd and SW B Street.

Re-survey property near 5th and Alley that redeveloped after original survey.

Additional Survey at SW 3rd and B to include fence and sidewalk changes completed post-survey.

Phase 600 – Geotechnical Exploration– No additional scope.

Phase 700 – Environmental– No additional scope.

Phase 800 – Traffic Studies– No additional scope.

Phase 900 – Alternative Analysis– No additional scope.

Phase 1200 –Design Phase - \$61,077

Task 1110: Right-of-Way/Easement Descriptions – The ENGINEER will contract with a local abstractor/title company to provide an Ownership and Encumbrance Title Report (O & Es) for use in determining ownership of parcels adjoining the project. Right-of-Way (ROW), Temporary Construction Easements (TCE), and Permanent Drainage/Utility Easement (PDE) descriptions plus exhibits will be prepared for this project. The descriptions and accompanying exhibits will be provided to the City in electronic format on forms provided by the City. Additional easement descriptions required for this project are:

- 12 PDE descriptions and exhibits
- 27 TCE descriptions and exhibits
- 1 Fee Simple description and exhibit
- 8 Utility Easement descriptions and exhibits
- Note that the property owner research and Title work is included under Task 1302.

Task 1201: Final Design and Construction Specification Manual –

Final design plans and specifications will include information required for relocation of water lines referenced in phase 400 of this amendment. Public water main relocations will require plan and profile information. Service line and meter relocations will only require plan view with relocation information.

Storm sewer alignment will require relocation to avoid 16" water line per direction from BWU. Alignment change will require additional potholing and adjustment of storm sewer design.

Modify storm sewer design to accommodate final property owner agreements at:

- 410 SW E Street – Remove on-street parking. TCE will not be obtained
- 604 SW 5th Street – Re-write easement to swap a portion of the d/e to tce.
- Provide a tree protection plan for the Gilmore Park area. Modify plans to protect trees, where possible. No alignment changes will be made to storm sewer.
- 308 SW B Street – Modify Utility Easement. Update water plans to show removal of water service line and meter

Task 1206: Permits – Submit plans to Arkansas Department of Health for approval of water line relocations. Coordinate with ADH and respond to comments as needed to gain approval for proposed relocations.

Phase 1300 – Right-of-Way Acquisition - \$84,933.50

The ENGINEER will conduct Right-of-Way and Easement Acquisition services as described below. For this amendment there are an additional 13 parcels.

Task 1301: Right of Entry – Obtain verbal or written right of entry from impacted landowners for various field work associated with the project. The database and notification work per Task 301 and 302 is included under this Task 1301.

Task 1302: Ownership Research/Title Research – ENGINEER shall complete initial research to identify impacted landowners and shall coordinate through a title company to obtain title reports and/or commitments as needed to support survey work and acquisition closings.

Task 1303: Appraisal – ENGINEER shall sub-consultant appraisal services through one or more appraisal firms. Independent appraisal reviews by a secondary appraiser are not contemplated in this work.

Task 1304: Negotiation – ENGINEER shall make initial offers to impacted landowners based upon the ROW and Easement descriptions, associated exhibits, plans, and appraised values, and negotiate settlements where necessary.

ADDITIONAL ASSUMPTIONS:

- Waterline relocation project drawings and specifications will be integrated into the bid set associated with the SW 3rd and B/SW10th and F/SW 6th and Glover storm sewer improvements. The waterline relocation improvements will be bid and awarded in the same project contract with the storm sewer collection system improvements.

COMPENSATION

Time and Materials Not to Exceed

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed **\$198,807.00.**

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By



Eric Shelton, PE (Senior Engineer)

By



Andrew Brewer, PE (Vice President)

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF BENTONVILLE, ARKANSAS

By _____
Signature

Printed Name _____

Title _____

Dated: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH OLSSON, INC., FOR PROFESSIONAL SERVICES ON THE SW 10TH & SW F ST. PROJECT, IN THE AMOUNT OF ONE HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED SEVEN DOLLARS (\$198,807.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville previously entered into an agreement with Olsson Inc., for professional services related to the SW 10th & SW F St. project;

WHEREAS, the City requests this amendment for additional fees for public water and sewer utility adjustments which were unknown at the beginning of the project;

WHEREAS, this amendment will include additional fees for both the utility adjustment design and thirteen additional parcels for acquisition; and

WHEREAS, this amendment will be paid using 2021 Drainage Bond monies.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into Amendment #1 with Olsson, Inc. for professional services for the SW 10th & SW F St. (PIIP22-0017; MUNIS 21EN0025) project in an amount of one hundred ninety-eight thousand eight hundred seven dollars (\$198,807.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this ____ day of _____, 2024.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Setting Public Hearing for Utility Easement Vacation (VAC23-0022)
Action Recommendation & Justification:	Approve Resolution to set Public Hearing for January 23, 2024 for a Utility Easement Vacation located at Lot 10 of East Side 2nd Addition (VAC23-0022).
Additional Comments for Consideration (Optional):	Lots will be combined for future development and this utility easement will need to be vacated. Additional utility easements will be dedicated as needed after the design of the property. Resolution and GIS Vicinity Map attached.
Amount for Approval:	\$ 0

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

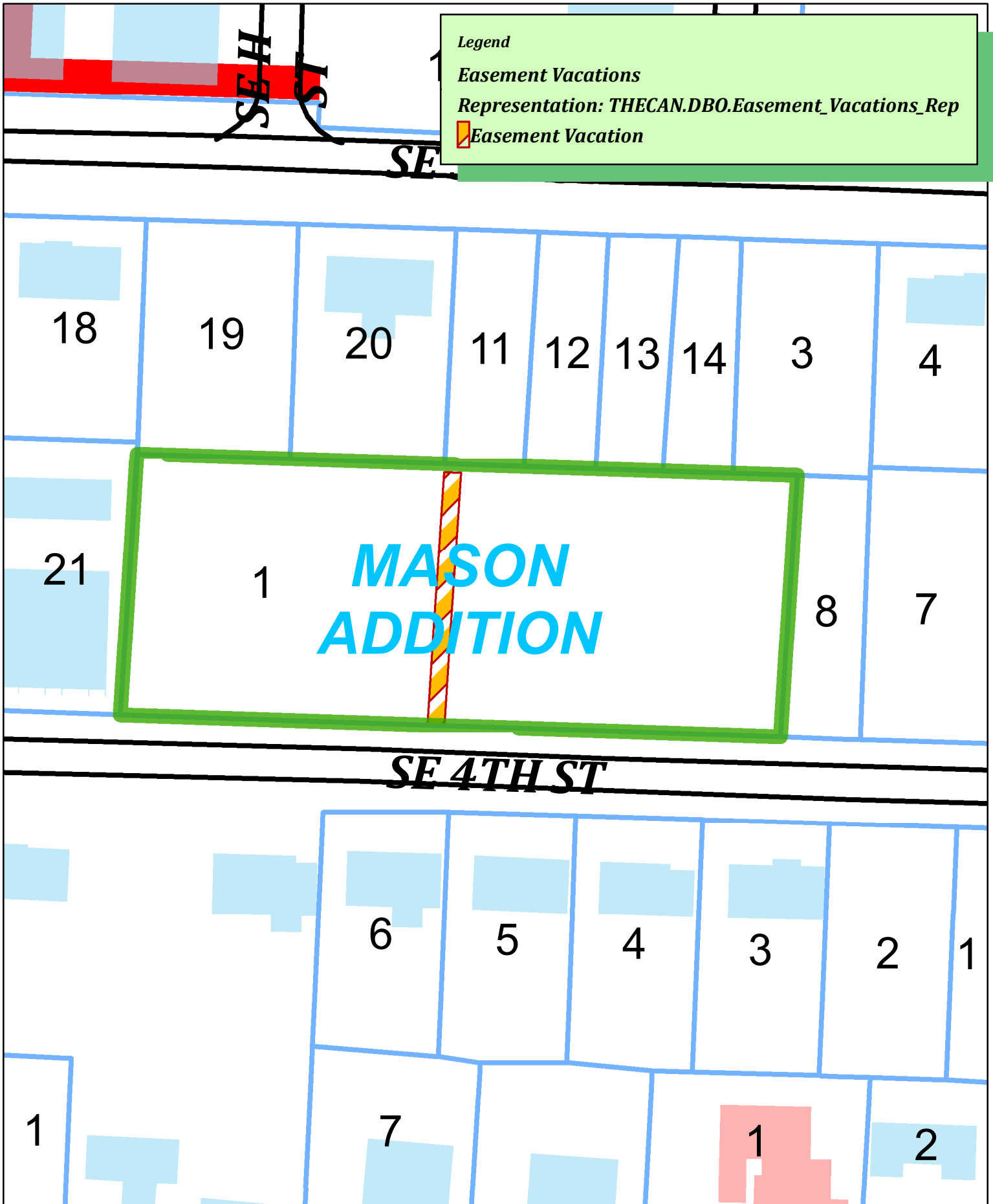
City of Bentonville, Arkansas

City Hall

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Legend

Easement Vacations

Representation: THECAN.DB0.Easement_Vacations_Rep

 **Easement Vacation**



VAC23-0022
Proposed Easement Vacation



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Market District II, LLC requesting a utility easement vacation (VAC23-0022) within the City of Bentonville, Arkansas be vacated, which said utility easements is described as follows:

A 10 FOOT WIDE UTILITY EASEMENT TO BE VACATED BEING LOCATED IN A PART OF LOT 10, EASTSIDE ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK C AT PAGE 124, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S03°47'01"W 5.00' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 10 AND RUNNING THENCE S88°06'20"E 10.01', THENCE S03°47'01"W 148.90' TO THE NORTH RIGHT-OF-WAY OF SOUTHEAST 4TH STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°56'44"W 10.00', THENCE LEAVING SAID RIGHT-OF-WAY N03°47'01"E 148.87' TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing January 23, 2024 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2024 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding for Bibliothecca
Action Recommendation & Justification:	Ordinance waiving competitive bidding requirements in an amount not to exceed \$130,000.00 to Bibliothecca for selfCheck terminals, RFID gates, staff workstations, and other library technology. An emergency clause is requested so as to not impede specialty equipment orders and to accept discounted pricing offered by the vendor. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Bibliothecca is a sole source, proprietary vendor for certain RFID hardware and software installed at Bentonville Public Library. With the expansion and remodel project, new technologies are required in order to expand the library's ability to meet public use. This project is included in the Library's FY2024 Budget. The cost includes hardware, software, warranties, shipping, and tax.
Amount for Approval:	\$ 130,000.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

Estimated total project cost is currently under-budget due to discounted pricing offered by the vendor.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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November 30, 2023

Hadi Dudley, Director
Bentonville Public Library
405 S. Main St.
Bentonville, AR 72712

RE: Bibliotheca Sole Source Letter

Dear Ms. Dudley:

This sole source letter is to confirm that Bibliotheca provides certain products that are unique to the library market, and as such, can only be acquired through Bibliotheca; namely the remoteLocker™ pick-up locker, selfCheck™ self-service kiosks with the quickConnect™ patron interface and libraryConnect™ central management software, which is designed and manufactured exclusively by Bibliotheca.

Bibliotheca products can only be supported and maintained by Bibliotheca technicians for optimal performance and durability. Furthermore, the costs associated with continuing to use Bibliotheca as your support and maintenance provider are significantly less, as Bibliotheca technicians would not require any additional training and would already have the required parts and tools.

We look forward to continuing to support Bentonville Public Library for all its current and future automation and technology goals.

Sincerely,



MK

Mary K Zilles, VP of Business Development & Sales Administration



**Bill To**

Bentonville Public Library
405 South Main Street
Bentonville AR 72712-5904
United States

Ship To

Bentonville Public Library
405 South Main Street
Bentonville AR 72712-5904
United States

Quote **QUO-US11593**

Date 12/13/2023

Customer: C0007263-US

Payment Terms: Net 30 Days

Quote Expiration: 02/15/2024

Sales Rep: Kathy Marks

Item	Quantity	List Price	Unit Discount	Net Price	Net Extended
Freight Standard Service SHP000001-000	1	0.00	0.00	6,500.00	6,500.00
selfCheck 1000 black with coin & note (US) SCK600004-001	4	15,291.47	12,233.16	13,839.23	55,356.92
SC1000 payment terminal, Comprise Castles UPT1000 SCK600168-000	4	1,687.50	675.00	1,518.75	6,075.00
Installation for: SC1000 payment terminal, Comprise Castles UPT1000 SCK600168-000-INT	4	0.00	0.00	120.00	480.00
Service and Maint: SC1000 payment terminal, Comprise Castles UPT1000 SCK600168-000-SER	4	0.00	0.00	599.00	2,396.00
SC1000 panel for Comprise Castles UPT1000, black, Evoke SCK600167-000	4	199.00	79.60	179.10	716.40
RFID workstation shielded NA STF000017-001	6	526.34	315.78	830.22	4,981.32
staffConnect™ link Individual Licence STF320194-000	6	749.00	3,370.50	187.25	1,123.50
RFID gate premium Direct mount, 1 aisle GAT000810-001	3	6,563.98	1,969.20	8,591.61	25,774.83
open+ count (inc. 1 year subscription) OPN000601-000	4	1,495.00	598.00	1,998.67	7,994.68
Introduction to open+ count and reserve EDU050020-000	1	350.00	0.00	350.00	350.00
RFID gate ID ISC.ANT1520/680-B GAT000701-000	1	0.00	0.00	300.00	300.00
Extension Radar Detector ID ISC.ANT.GPC-E GAT000144-000	1	205.84	20.58	235.26	235.26
8 times Multi-Plexer For smartgate™ GAT000117-000	1	0.00	0.00	325.00	325.00



Item	Quantity	List Price	Unit Discount	Net Price	Net Extended
RFID gate Fastener kit GAT000079-001	5	6.10	0.00	6.10	30.50
Direct mount kit, RFID gate, 1 per corridor GAT400020-000	1	105.83	0.00	105.83	105.83
ID ISC.ANT.EC HF 7.2m Extension coax-cable LR anten. GAT000130-000	1	0.00	0.00	15.00	15.00
Total:					112,760.24
Currency:					US Dollar

Terms and Conditions:

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, A copy of Tax Exemption Certificate is required with purchase order for all taxexempt customers.

Terms are NET 30 Days from Date of Invoice. Invoice is generated at the time of Shipment.

Quotations are good for 60 days. All dates are based on ship dates. Order must ship within the 60-day window.

After 60 days, quotation expires. Contact Bibliotheca for a New Quotation.

A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

Submit Purchase Order by fax to 877-689-2269 or by email to orders-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF ITEMS NEEDED FOR THE BENTONVILLE PUBLIC LIBRARY EXPANSION AND REMODEL; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BIBLIOTHECA, NOT TO EXCEED ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00) FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library needs selfCheck terminals, RFID gates, staff workstations, and other library technology for the expansion and remodel project;

WHEREAS, Bibliotheca is a sole source provider;

WHEREAS, an emergency clause is needed to take advantage of discounted pricing and not interrupt order timing; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Bibliotheca, for the purchase of selfCheck terminals, RFID gates, staff workstations, and other library technology, in an amount not to exceed one hundred thirty thousand dollars (\$130,000.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for said items as Bibliotheca is a sole source provider;

Section 3 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding for Tech Logic
Action Recommendation & Justification:	Ordinance to waive competitive bidding requirements in an amount not to exceed \$165,000.00 to Tech Logic for an expanded automated materials handling (AMH) RFID system. An emergency clause is requested so as to not impede specialty equipment orders for the expansion and to accept discounted pricing offered by the vendor. No budget adjustment is needed at this time.
Additional Comments for Consideration (Optional):	Tech Logic is a sole source, proprietary vendor for certain RFID hardware and software installed at Bentonville Public Library. With the expansion and remodel project, a new and expanded book sorter is required in order to expand the library's ability to meet public use. This project is included in the Library's FY2024 Budget. The cost includes hardware, required software, book bins, shipping and tax.
Amount for Approval:	\$ 165,000.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

Estimated total project cost is currently under-budget due to discounted pricing offered by the vendor.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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December 13th, 2023



835 Hale Avenue North
Oakdale, Minnesota, 55128
800.494.9330
www.tech-logic.com

Sole-Source Letter for Tech Logic's totalAMH System

To Bentonville Public Library:

Tech Logics' totalAMH systems are not available for purchase from any other vendors. Tech Logic's AMH is a complex and powerful system that works with all ILS systems, functions si-multaneously with RFID and uses Windows 10 2021 LTSC. Any specific hardware or software development related to the totalAMH can only be designed, built, integrated or programmed by Tech Logic's development team.

Tech Logic's totalAMH products offer several unique and highly beneficial automation solutions for libraries. In summary, they include the following technologies:

- smartBIN auto-height-adjusting sorting/storage containers (Patent no. 6,000,770)
- valueIT software, to automatically assess the online sales value of weeded or donated materials and assist with facilitation of online sales
- Multiple sorting strategies that can be pre-configured and changed by staff on the fly via drop-down menu. Staff can create up to 99 different sorting strategies within the interface.

The combination of these featured components by Tech Logic Corporation into one integrated material management system will allow maximum staffing efficiencies in the circulation department and provide for a significant reallocation of budgetary resources to other library departments. The unique Tech Logic features proposed for your library are unavailable from any other supplier of library automation technology; thus, the library's specification of a particular custom Tech Logic totalAMH system is appropriate for "sole source" designation.

Tech Logic totalAMH systems are comprised of modular components. The pricing for the components is always available from your Tech Logic representative as published. If Bentonville Public Library has any questions about this solution, please do not hesitate to contact us using the contact information shown, below.

Sincerely,



Gary Kirk
President, Tech Logic Corporation



Tim Lawson
Solutions Specialist, Tech Logic Corporation



totalAMH RFID System

Bentonville Public Library

Quote Submitted:

12/15/2023

Quote Valid Until:

45 days from quote date



Tech Logic is pleased to submit this proposal for our totalAMH RFID system. We appreciate the opportunity to be considered for this project and believe that Tech Logic will provide the very best solution available.

Why Choose a Tech Logic AMH Solution?

Tech Logic has been in the automated material handling (AMH) business for over 22 years. We invented and developed the concept of automated material handling in libraries and have more automated material handling systems installed than any of our competitors. We design, develop, manufacture, install and service every AMH product and solution we sell. Our products are designed to be modular, flexible and turnkey because we understand that every library has different needs.

Most alternative library AMH systems were originally designed for use in warehouse settings or use generic components cobbled together to “work” for libraries. In these scenarios, the systems and components were built to handle uniform shapes, rather than the varied shapes and sizes of library materials. Many of these systems were converted from manufacturing to accommodate library materials. Tech Logic systems were designed from the ground up specifically for library materials so you can be assured that items are handled gently and accurately.

Tech Logic’s patented SMARTBIN (used for loading, sorting and transporting items) includes a photoelectric eye that tells the bin to adjust its floor according to the level of materials. Even if you only have one book in a SMARTBIN, that book will still be at the top of the bin. If you’ve ever had to reach down into a bin as you empty it, you know how difficult this motion becomes when repeated over and over. Consider how much physical labor and repetitive motion injuries will be avoided over the 20+ years a SMARTBIN is expected to be in use.

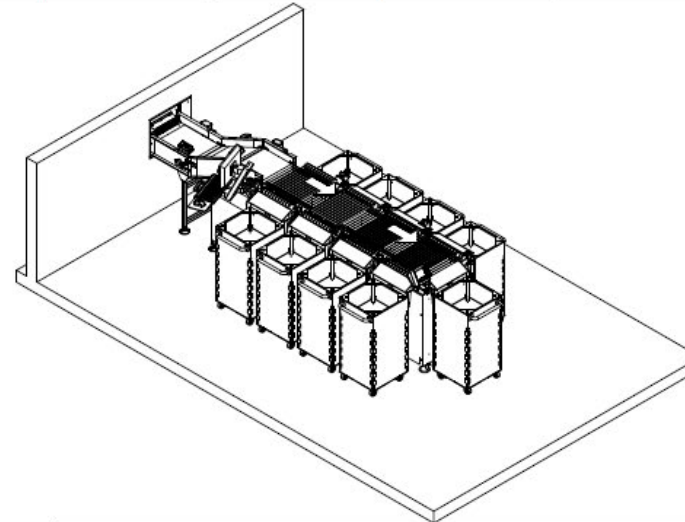
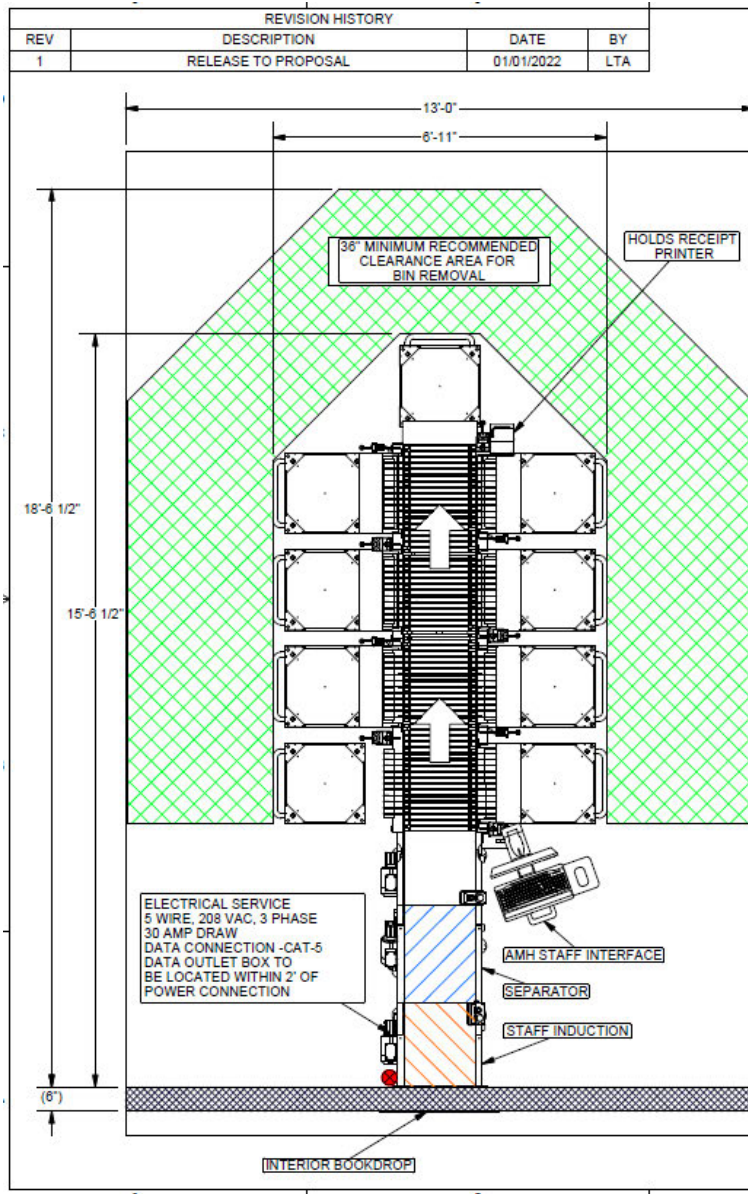
Tech Logic’s totalAMH SEPARATOR can actually separate material as they are moved from the patron’s hands to the sorter. This means that patrons can return stacks of items (something they are already accustomed to) while the system separates them gently so they can then easily be checked in and sorted. Systems that force patrons to feed books into the return one by one basically force patrons to separate materials for the system. This process also forces patrons to perform check-in as well! We all have less time these days. Why invest in a system that takes more of it? Tech Logic’s system design recognizes that patrons cannot be counted on to follow directions—so we design systems that assume they will not.



A Tech Logic totalAMH system will introduce greater efficiency, safer work environments and less physical work for both library staff and patrons. These time and labor savings are cumulative and will be part of the daily workflow, resulting in a significantly higher degree of patron satisfaction in the following ways:

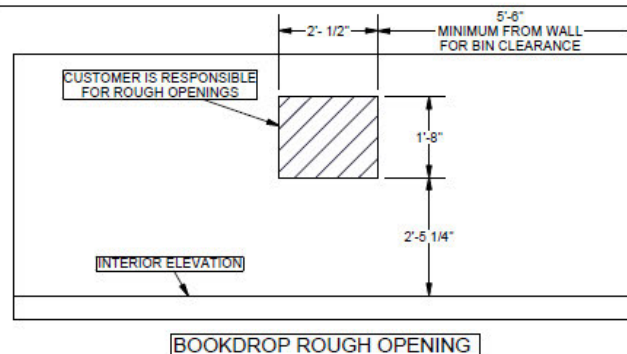
- ✓ Our “Throw & Go” drops are weather-proof and can be located such that the AMH system sorts 100% of item returns.
- ✓ Returns are fast, easy and anticipate the least possible patron involvement as part of the core design.
- ✓ The totalAMH system is designed to allow patrons to return multiple items in a stack so that current patron behavior will not need to be modified.
- ✓ Checking in and sorting 100% of returns means a greater return on investment than any other vendor can deliver.
- ✓ SMARTBINS and chutes from Tech Logic handle library items with the care so that they last longer.
- ✓ Sorting parameters can be changed whenever necessary so that the library can react to changing volume-based needs and an eclectic patron base.
- ✓ Deliveries to and from regional and branch libraries can be done in containers that best meet the space and time constraints defined by those individual libraries and your delivery vehicles. This means that you can utilize existing totes or our SMARTBINS depending on materials volume and available space.
- ✓ Staff will not need to print hold slips at the circulation desk.
- ✓ When necessary or desirable, holds can be segregated from simple returns. Daily statistics can be gathered and viewed by appropriate staff from any PC.
- ✓ Our patented SMARTBIN) will improve efficiencies and reduce physical labor at any library. These bins include a photoelectric eye that tells the bin to adjust its floor according to the level of materials.

Any AMH solution that requires touch screens or receipts at the book return is by design establishing a lengthy one-at-a-time returns process. With this in mind, our totalAMH solutions deliver a simple Throw & Go returns process that your patrons already know how to use. No receipt printing, no touch screens and no barcode scanners. We know from many years of real-world experience that the most successful system is the one that allows your patrons to “Throw & Go”.



NOTES:

1. AMERICANS WITH DISABILITIES ACT (ADA) REQUIRES THE BOTTOM OF BOOKDROP OPENING BE FROM 36"-42" FROM FINISHED FLOOR.
2. ROUGH OPENING ALLOWS FOR 0.50" CLEARANCE ALL AROUND.
3. INTERIOR AND EXTERIOR FINISHED SURFACES MAY BE AT DIFFERENT ELEVATIONS.
4. ALL DIMENSIONS ARE PRELIMINARY ESTIMATES.
5. PLEASE CONSULT TECH-LOGIC ENGINEERING BEFORE MAKING ROUGH OPENINGS.
6. ACTUAL DIMENSIONS WILL BE GIVEN IN FINAL APPROVED DRAWING.
7. CUSTOMER IS RESPONSIBLE FOR ALL ROUGH OPENINGS AND FINISHES.
8. ALL WALL THICKNESS OVER 10" WILL NEED TO BE APPROVED BY TECH-LOGIC FOR CHUTE AND MOTOR CLEARANCES.



PROPOSAL DRAWING

DO NOT BUILD TO THIS PRINT

DRAWING FOR REFERENCE ONLY
SYSTEM LAYOUT MAY VARY ONCE
CAD DRAWINGS ARE PROVIDED FOR
VERIFICATION OF ELEVATIONS AND
ROOM DIMENSIONS.

NOTES:

1. ELECTRICAL REQUIREMENTS: 208 VAC, 3 PHASE, 5 WIRE SERVICE. SEE PRINT FOR LOCATION AND AMP DRAW.
2. CUSTOMER RESPONSIBLE FOR BOOK DROP OPENING ROUGH IN.
3. OWNER'S ELECTRICAL CONTRACTOR WILL ROUGH IN POWER AT THE APPROXIMATE LOCATION SHOWN ON PRINT.
4. AT INSTALLATION, OWNER'S ELECTRICAL CONTRACTOR WILL CONNECT THE LIBRARY'S POWER TO THE POWER DISTRIBUTION CABINET (SUPPLIED BY TECH LOGIC).
5. IF ELECTRICAL BOX IS MOUNTED TO LIBRARY WALL THEN CONTRACTOR WILL NEED TO PULL CONVEYOR MOTOR WIRES FROM CONTROL BOX TO EACH CONVEYOR MOTOR (INDIVIDUAL RUNS) AND CONNECT POWER TO THE AMH SYSTEM. ONCE CONNECTIONS ARE MADE TECH LOGIC WILL VERIFY CONNECTIONS AND POWER UP SYSTEM.
6. CABINETS WITHIN THE SORTING SYSTEM WILL BE FACTORY MOUNTED TO MACHINES. POWER CONNECTION BETWEEN CABINETS ON MACHINE WILL BE COMPLETED BY TECH LOGIC OR LOCAL CONTRACTOR AS REQUIRED.
7. OWNER'S CONTRACTOR TO PROVIDE ONE (1) CAT5 CONNECTION TO LIBRARY'S WAN FOR SIP CONNECTION AND REMOTE TROUBLESHOOTING.
8. TECH LOGIC CONFORMS TO ADA (AMERICANS WITH DISABILITIES ACT) 2010 STANDARDS SECTION 228 (DEPOSITORIES, VENDING MACHINES, CHANGE MACHINES, MAIL BOXES AND FUEL DISPENSERS) AND SECTION 308 (REACH RANGES) SUBSECTIONS 308.2.1, 308.3 AND 308.1, WHICH DICTATE A 15" MINIMUM TO 48" MAXIMUM UNOBSTRUCTED REACH RANGE.
9. THREE FEET (3'-0") MINIMUM CLEARANCE SUGGESTED FOR MANEUVERABILITY AROUND AUTOMATED MATERIAL HANDLING SYSTEM.
10. RECOMMENDED OPERATING TEMPERATURE RANGE: 65°F TO 78°F OPERATING TEMPERATURE LIMITS: 40°F TO 100°F.

PROPRIETARY NOTICE:

ALL DRAWINGS AND IDEAS HEREIN CONSTITUTE A CONFIDENTIAL DISCLOSURE OF TECH LOGIC CORPORATION AND ARE ITS EXCLUSIVE PROPERTY AND MUST NOT WITHOUT WRITTEN AUTHORIZATION BE DIVULGED, REPRODUCED, COPIED, OR APPROPRIATED IN WHOLE OR IN PART FOR ANY PURPOSE



STATE: **YOUR**
COUNTY: **LIBRARY**

ENGINEER: **LAngrin**

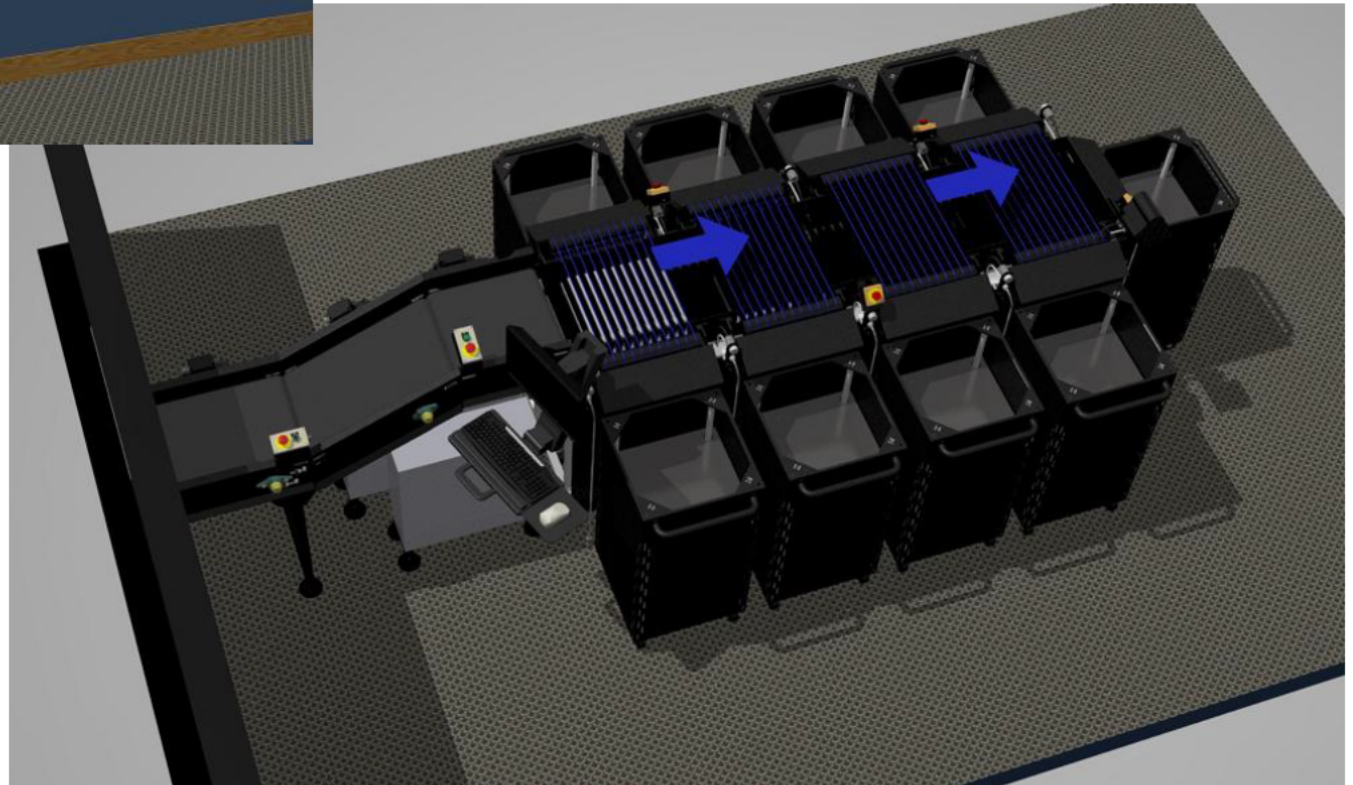
DRAWN ON: **1/1/2022**

DWG SIZE: **B**

REV: **1**

SYSTEM NO:

AYX_TECH-LOGIC_RFID_INTERIOR_01_1_US_2022_LTA





Qty	Part Number	Description	Unit Price	1st Yr. Extended price
1	913XXXXX	GENERIC 9 EZ BIN INTERIOR RFID 120VAC	\$111,856.97	\$111,856.97
1	ASTSOFT	Multi-Bin System Control Software	\$10,019.04	\$10,019.04
1		Installation and Training	\$10,547.99	\$10,547.99
9	25016614	Tech Logic EZ Bin	\$1,275.00	\$11,475.00
1		Trade-In Discount	-\$5,250.00	-\$5,250.00
			Shipping	\$6,100.00
			Total Contract Pricing	\$144,749.00

Note: Due to an unusual level of volatility in the price and availability of some raw materials used in our manufacturing process, Tech Logic may find it necessary to increase some of the above prices should there be a delay between purchase order and delivery of these products. Tech Logic will do everything in our power to avoid this but these market-price changes are well outside of our control.

More information about these challenges can be found here: <https://www.reuters.com/article/us-usa-economy-steel-insight/u-s-manufacturers-grapple-with-steel-shortages-soaring-prices-idUSKBN2AN0YQ>

Please feel free to reach out to your Tech Logic Solutions Specialist if you have questions or concerns—we are committed to working closely and transparently with our libraries during these unique times.



AMH Payment Terms and Support:

I. A first payment, in an amount of forty percent (40%) of the Contract Price, shall be due within ten (10) days after the Effective Date. Work pursuant to this Agreement shall not begin until such payment is received and verified by Tech Logic.

II. A second payment, in an amount of fifty percent (50%) of the Contract Price, shall be due within ten (10) days after a Notice of Completion of Manufacturing Design is submitted to Library.

III. A third payment, in the amount of (5%) of the Contract Price, shall be due within ten (10) days of the date on which notification is made by Tech Logic to Library that manufacturing, final testing and pre-shipment inspection of the TLS is complete and ready to be shipped to Library. Library has the right and may elect to inspect the TLS (at the Library's expense) prior to actual shipment to Library. Failure of the Library to inspect the TLS prior to shipment to the Library shall not cause a delay of the third payment to Tech Logic.

IV. Final payment, in an amount of five percent (5%) of the Contract Price, plus all additional payments required under executed Change Orders, if any, shall be paid within ten (10) days of Tech Logic's delivery to the Library of the Notice of Completion.

Further, if a delay occurs then the final 5% payment hereunder shall be paid by Library within sixty (60) days of shipment from Tech Logic. In any event, the final 5% payment hereunder shall be paid by Library within ninety (90) days from the date on which notification is made by Tech Logic to Library that the TLS is ready for shipment to Library.

Performance Bond & Payment Bond:

Costs associated with Performance & Payment bond requirements are the sole responsibility of the library.

Payment Schedule for Change Orders:

The payment of any Change Order shall be made in installments, with the first installment being due ten (10) days after the execution of the Change Order. The amount and payment terms of the Change Order shall be as set forth as above.

Interest Charges:

If any payments due from Library to Tech Logic are deemed to be, in the sole discretion of Tech Logic, overdue, then interest charges thereon shall be paid by Library to Tech Logic at a rate of one and one-half percent (1.5%) per month

Software and Hardware Support

- Annual Support/Software License and Maintenance program costs are in addition to the item(s) quoted above. The Support/Software License(s) are required for the duration that the equipment is in use and is billed annually.
- Annual Support/Software and Maintenance Programs automatically increase 2% per year after the initial first year of paid annual support. Customer may qualify for savings with a multi-year pre-payment plan.

Notes:

- 1) SIP or SIP2 is required and needs to be acquired. Please ensure that the SIP & ILS implementations are of the latest versions.
- 2) The SIP interface which integrates AMH systems with ILS software is provided by the ILS vendor.



Lease Financing Option

Available Upon Request.

<https://apply.peacsolutions.com/auth/EF?partnerid=6128031GVLEXAAR>



The Value of Municipal Financing

Horizon Keystone Financials' initial emphasis in every sale is to identify and meet customer requirements. We structure lease terms that match your individual needs and budget. We will stay with you through the entire leasing process, from need identification through approval, documentation, and funding. We will work with you through every step of acquiring and financing equipment.

Who qualifies for a municipal finance agreement?

The government of states, counties, cities, towns, villages, boroughs, school districts, and state universities.

What kind of equipment can be financed?

All Tech Logic products and services.

How can a municipal finance agreement help our organization? A municipal finance agreement can improve your organization's financial situation by:

Reducing Monthly Outlays Because municipal interest payments are exempt from federal income taxes, Horizon Keystone Financial passes its tax savings on to you in the form of lower rates that keep your monthly payments affordable.

Leveraging Cash Position If your balance sheet is healthy, keep those cash reserves fully invested and use the income to off set the interest on your lease payments. Horizon Keystone Financials tax-exempt finance rates may even be lower than the rate you can earn on your invested funds.

Preserving Cash With no up-front cash required, you can use your available capital for operating requirements rather than down payments.

Simplifying Financial Transactions A master finance agreement line can eliminate the hassles of negotiating and bidding multiple purchases. Horizon Keystone Financial will fund your entire lease, eliminating the need for underwriting by investment bankers and the need to prepare lengthy documents.

Funding Immediate Needs You'll get the equipment you need now, without waiting for next year's budget cycle and without the costs and delays of a voter referendum.

Pooling Financial Needs for Discounts Consolidate the equipment needs of all your departments into a single finance agreement line and reap the rewards of lower interest rates.

Increasing Financial Control Coordinate the purchasing activities of multiple departments with a master finance agreement line that guarantees the same favorable terms for every transaction.

Non Appropriation Agreement - A municipal lease characterized by a non-appropriation clause specifies that the lease can be terminated in the event funds are not made available in subsequent fiscal years.

Early Buyout Options - Government body would be given an option to prepay the finance agreement at a *discounted buyout price* negotiated at the inception of the lease.

Variable Payments - Finance agreements could be structured with monthly, semi-annual, or annual payment structures to accommodate the government body financing.

**Program Options Provided By:
PEAC Solutions**

Robbie DeGaris: [REDACTED] [REDACTED]

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF A RFID SYSTEM; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH TECH LOGIC, NOT TO EXCEED ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000.00) FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library needs a new, expanded automated materials handling (AMH) RFID system to expand the Library's ability to meet public use;

WHEREAS, Tech Logic is a sole source provider;

WHEREAS, an emergency clause is needed to take advantage of discounted pricing and not interrupt order timing; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Logic Tech, for the purchase of an AMH RFID system, in an amount not to exceed one hundred sixty-five thousand dollars (\$165,000.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for said items as Tech Logic is a sole source provider;

Section 3 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☒ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Resolution Authorizing an Increase to the 2021 GTS Agreement for Construction Observation
Action Recommendation & Justification:	Resolution authorizing an increase to the Bentonville Public Library's agreement with GTS, Inc., for construction observation and testing services, in amount not to exceed \$52,500.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	In 2021, GTS, Inc. was selected following the City's standard SOQ solicitation and selection process for procurement of professional services in accordance with state law. To-date \$32,254 has been spent with GTS and the company has provided timely and quality work. Minor changes have incurred slightly higher costs: additional boring tests, drilled pier depths, and parking lot remodel requirements. Now that the cost for services will exceed \$35,000.00 Council approval is needed for the increase.
Amount for Approval:	\$ 52,500.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: Bond Funds

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

CSJ

AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT, effective as of this 21st day of October 2021, is by and between Bentonville Public Library ("Client") and GTS, Inc. ("Engineer").

THE PROJECT is understood to consist of:

A new expansion planned to the existing Bentonville Public Library located at 405 South Main Street in Bentonville, Arkansas.

THIS AGREEMENT consists of the appended documents which are incorporated herein by reference:

- GTS Proposal No. GTS121201 (a/k/a SCOPE OF SERVICES); AND
- GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

Engineer agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>CLIENT:</u>	<u>ENGINEER:</u>
Signature:		
Print Name:	Stephanie Orman	David Berry, P.E.
Title:	Mayor	Principal Engineer
Company:	Bentonville Public Library	GTS, Inc.
Address:	405 South Main Street	
	Bentonville, Arkansas	
Date:	October 22, 2021 4:17 PM CDT	10/20/21



1915 North Shiloh Drive
Fayetteville, Arkansas 72704
Office: (479) 521-7645

Licensed:

Arkansas • Oklahoma • Missouri • Texas
Kansas • Louisiana • Arizona • Kentucky



www.gtsconsulting.net

October 19, 2021

Bentonville Public Library
405 South Main Street
Bentonville, Arkansas 72712

Attention: Hadi S. Dudley, Library Director

RE: Geotechnical Engineering Services Proposal
Planned BPL Expansion
405 South Main Street
Bentonville, Arkansas
GTS Proposal No. GTS121201

Ms. Dudley:

This proposal is based on an e-mail message received from you on October 14, 2021 that included a request for proposal (RFP) and the following document:

- **A two-page RFP memorandum**, dated October 13, 2021. This document included a brief description of the planned expansion project and the client's requirements for the geotechnical engineering proposal and the geotechnical engineering report.

Please let us know if the project information portion of this proposal requires revising, based on your current understanding of the project.

PROJECT INFORMATION

Development at the project site is understood to include a new expansion located immediately north of the existing Bentonville Public Library (BPL), located at 405 South Main Street in Bentonville, Arkansas. The overall project site is relatively flat and is understood to be about 0.6 acres in area. Based on a cursory review of available satellite imagery, the project site consists of developed and currently undeveloped lots. The project site is occupied by an existing metal building, concrete, asphalt, gravel and grass with some trees present. Additionally, a pre-existing residential structure is understood to have occupied the northwest portion of the project site and to have been razed and removed from the project site over 10 years ago.

The new library expansion is understood to be one-story in height and will have a footprint area of about 26,555 square feet. The expansion is anticipated to be constructed utilizing structural steel framing with brick veneer and concrete slab-on-grade construction.



For the purposes of this proposal, GTS, Inc. (GTS) has been provided preliminary maximum column loads of 45 kips and preliminary maximum wall loads of 2 kips per lineal foot by the design team engineers. We have also assumed maximum floor loads will be about 150 pounds per square foot.

GTS was not provided with a specific grading plan. However, based on the client-provided RFP document, we anticipate that plan finished subgrade elevations for the new expansion will generally match the first-floor elevation of the existing library. For the purposes of this proposal, we anticipate maximum cut and fill depths of 3 feet, or less, will be required to reach finished subgrade elevations at the project site.

GEOTECHNICAL SCOPE OF SERVICES

Field

GTS recommends that the subsurface conditions at the project sites be evaluated at a total of five (5) boring locations drilled to 25 feet, or to auger refusal, whichever is least. For the purposes of obtaining enough subsurface information to provide a seismic site classification for the project site and if auger refusal material is not encountered above a depth of 25 feet below the ground surface at the central boring location (Boring B-3), this boring will be extended until auger refusal materials are encountered or to a maximum depth of about 40 feet below the ground surface. A boring location diagram illustrating our proposed boring locations is included at the end of this proposal.

Auger refusal is defined as the depth at which no further penetration of the drill rig augers can be gained using mechanical techniques. If auger refusal material is encountered at relatively shallow depths or location that would impact our Geotechnical Engineering Report recommendations, the auger refusal material could be cored to further evaluate the competency of the refusal material. The client will be contacted regarding this option and associated fees if, in the opinion of GTS, the client would benefit from additional coring of the refusal material at the boring locations.

The boring location will be evaluated through drilling the sample boring with a track- or truck-mounted drill rig. Soil and gravel samples will be obtained using the split-barrel (Standard Penetration Test) sampling procedure or through hydraulically pushed Shelby Tubes. The borings will be backfilled with soil cuttings at completion of drilling and sampling.

Laboratory

At completion of the field services, the soil and rock samples will be taken to the GTS laboratory. Further laboratory testing on the samples may include moisture content tests, sieve analyses, and Atterberg limits tests. The intent of these tests is to further characterize the



engineering properties of the subsurface soils. The number and type of laboratory tests assigned will be dependent on the subsurface conditions encountered at the sample location.

POTENTIAL DISTURBANCE TO PROPERTY

The client should be aware that the drilling process is necessarily destructive, and that the track or truck mounted drill rig and support vehicles will require access to the boring location. GTS will make a reasonable attempt to minimize disturbance to the ground surface during mobilization and/or drilling. However, if the site is moist during drilling, some rutting of unpaved areas may occur.

PUBLIC UTILITIES

GTS will use the Arkansas One-Call system to mark public utilities at and near the planned sample location.

CLIENT'S RESPONSIBILITIES

Site Access

The client or client's representative should provide GTS drilling equipment and personnel access to the project site. This proposal assumes that the project site can be accessed during standard business hours.

Contact information for any parties requiring notification prior to our work on the property should also be provided to GTS if applicable to the project site.

Private Utilities

There is always the potential for private utilities to be present in the area of our planned sample boring. These underground utilities may not be marked by the one-call system. The client or client's representative should make GTS aware of potential private underground structures and utilities at the project site. Because we have no knowledge of private underground utility locations, we are not responsible for encountering or disrupting private utility lines not marked by the Arkansas One-Call system.

Request for Additional Project Information

If available, please provide GTS with the following information:

- Information concerning allowable differential and total movements of the structure should be communicated to GTS prior to issuance of our final report. This is particularly crucial if the planned structure have a design tolerance less than the typical design standards of



1" total along the length of the building and ½" differential for any 50 feet length of building.

- The final grading and site plans.
- As-built information concerning the foundations of the existing library structure.

SCHEDULE

Based on our current workload and if field workdays are not lost due to weather, field work for this project will begin within 15 business days after written notice to proceed has been received. A report will be delivered within 15 business days after completion of the field work. Draft boring logs and preliminary geotechnical recommendations can be provided within 3 business days after completing field work, if requested.

GEOTECHNICAL DELIVERABLES

The Geotechnical Report will be stamped by a Professional Engineer registered in the State of Arkansas. The report will provide Geotechnical Parameters for design of the building addition foundations. Shallow and deep foundation options will be considered by GTS prior to writing the report.

The report will include recommendations for preparing the subgrade to support floor slabs-on-grade.

Mass grading recommendations will be provided addressing anticipated undercut depths which may be needed to reach stable soils during wet and dry periods of the year. Additionally, soil types encountered will be evaluated for reuse as soil fill material below the planned building addition area.

Additionally, a seismic classification will be assigned to the site in accordance with the 2012 IBC.

CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS SERVICES

GTS has not been provided with any specific development plans regarding the planned BPL expansion. Based on our assumptions regarding the planned development, project schedule and our experience with similar projects, Construction Materials Testing (CMT) services for this project are anticipated to include the following scope:

Earthwork Observations and Testing

- Proofroll/subgrade evaluations and recommendations for undercutting and/or stabilization if required performed by engineering staff.



- Perform field density tests on fill materials in building and pavement areas.
- Perform laboratory classifications of proposed fill soils to determine their suitability and moisture-density relationships (proctor information).

Structural Concrete Inspections and Concrete Testing

- Verify the bearing capacity of native soils or select fill at foundation bearing depths of (anticipated) shallow foundations and reinforcing steel inspections through foundation observations by an engineer or senior level technician.
- Perform cast-in-place concrete field testing including casting of cylinders for testing of compressive strength and testing of slump, air content and temperature.
- Provide an on-site curing box for concrete specimens and perform site visits to pick up concrete specimens for laboratory compressive strength testing (unless already on site).
- Perform laboratory compressive strength tests on cured concrete cylinders.

Structural Steel Observations

- Inspection of structural steel elements by a Certified Welding Inspector including welded and bolted connections.

Concrete Masonry Units

- Inspection of reinforcing steel and overall masonry construction
- Perform cast-in-place grout testing including slump and temperature with casting of four (4) grout prisms per set
- Report laboratory compressive strength tests on cured grout

Asphalt Pavement Testing

- Coring of asphalt pavement to verify depth and test for laboratory density determination
- Grout core holes using non-shrink grout



GEOTECH REPORT FEES and CMT COST ESTIMATE

Item	Fee ¹
Geotechnical Scope of Services	\$5,650.00 (lump sum) ²
CMT and Special Inspections Services	Preliminary budget \$25,000 ³

¹The costs included in the proposal are considered a not to exceed amount; any additional costs are not approved without written agreement by the client.

²The lump sum fee includes equipment mobilization, field operation of equipment, laboratory testing, and the GTS geotechnical engineering services described in this proposal.

³The cost estimate is based on information outlined in this proposal. Services requested for this project will be billed based on GTS' standard unit rate sheets

CLOSING

Please let us know if there are questions regarding the information, schedule or fee shown in this proposal. To accept this proposal and authorize GTS to begin work on this project, please sign the Standard Terms and Conditions page and return - via fax, email or mail – the complete proposal and contract to us.

Sincerely,



Jeremy Hoffman
Geotechnical Project Manager



Andrew N. Beekman, P.E.
Senior Geotechnical Engineer

Attachments: Boring Layout;
Selection of GTS Geotechnical Subsurface Explorations completed within a one-mile radius of the project site;
Standard Rates Sheets.

Copies: bdudley@bentonville.org



**Boring
Layout:**

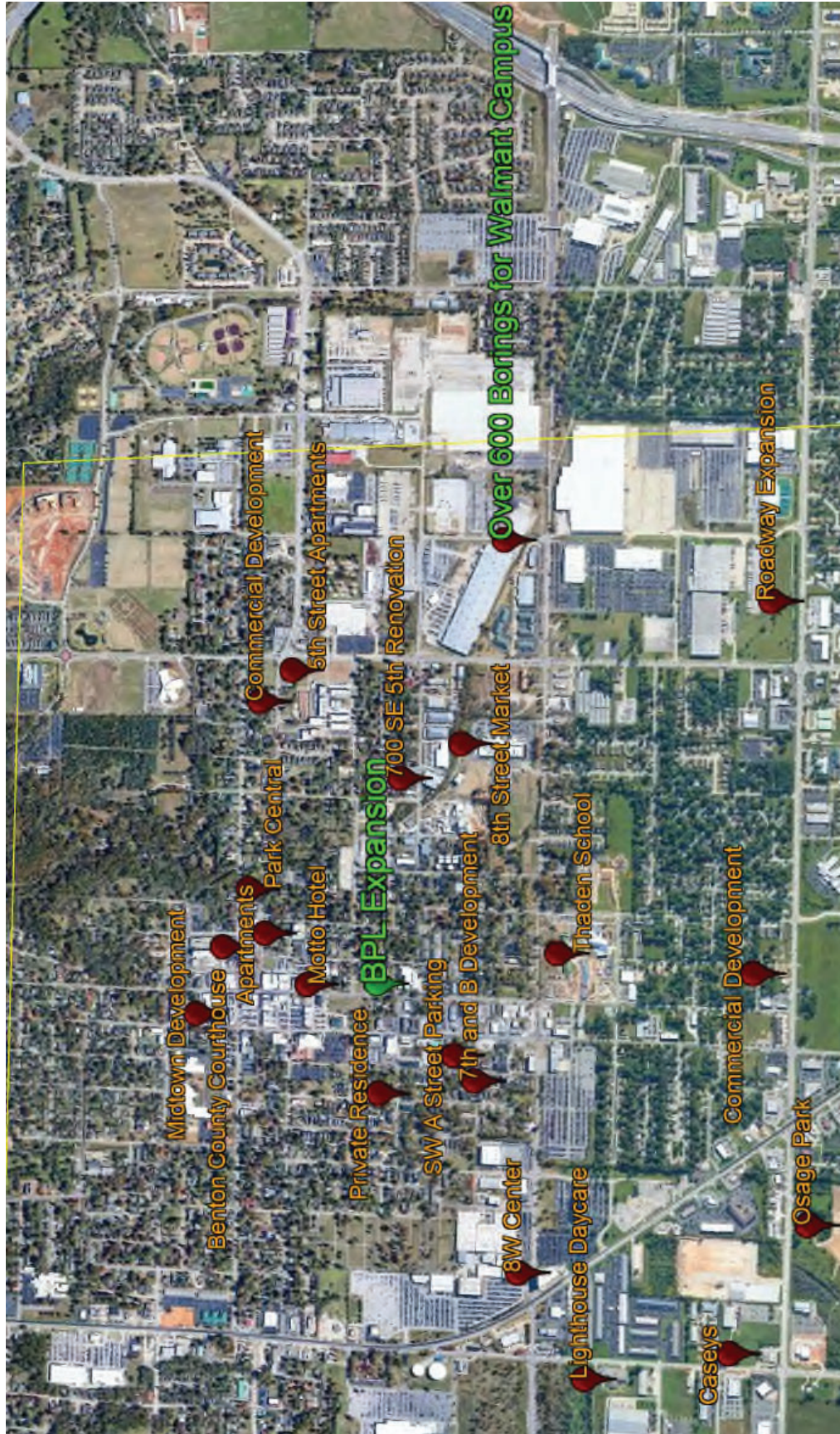
Preliminary Site
Plan Overlay
Image Provided
By:

**Bentonville
Public
Library**

GTS, Inc.

Geotechnical & Testing Services

**Planned BPL Expansion
405 South Main Street
Bentonville, Arkansas
GTS Proposal No. GTS121201**



Selection of GTS Geotechnical Subsurface Explorations completed within a one-mile radius of project site

1915 N. Shiloh Drive
Fayetteville, Arkansas 72704

office 479-521-7645
fax 479-521-6232

Fayetteville, Arkansas Office

Effective Date September 2021

Laboratory Materials Testing Services (please call for unlisted items)

GTS, Inc.
Geotechnical & Testing Services

Category	Name of Test	Description	Relevant ASTM and AASHTO	Unit Rate
Earthwork and Soils and Aggregates	Moisture - Density Relationship	Standard Proctor	AASHTO T99, ASTM D698	\$140.00
	Moisture - Density Relationship	Modified Proctor	AASHTO T180, ASTM D1557	\$160.00
	Moisture Content	Moisture Content of soils	ASTM D2216	\$10.00
	Atterberg Limits	Atterberg Limits 3 Point Wet Preparation	AASHTO T-89, AASHTO T-90, ASTM D 4318	\$65.00
	Sieve Analysis	Washed and dried sieve used for soil classification determination (< 5 lbs)	ASTM C136 ASTM C117 AASHTO T27 AASHTO T11	\$65.00
	Sieve Analysis	Washed and dried oversized sieve (greater than 5 lbs)	ASTM C136 ASTM C117 AASHTO T27 AASHTO T11	\$130.00
	Sieve Analysis (Hydrometer)	Fine Particle Size Distribution Using the Sedimentation (Hydrometer) Analysis	AASHTO T 88 ASTM D 422 ASTM D 7928	\$105.00
	Specific Gravity and Absorption	Determination of Specific Gravity and Absorption of Fine or Coarse Aggregate	ASTM C127 AASHTO T84 / ASTM C128	\$60.00
	California Bearing Ratio (CBR) 3-point method	Evaluating the potential strength of subgrade, subbase, and base course material, for use in road and airfield pavements.	ASTM D 1883, AASHTO T 193	\$250.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Unit Rate
Earthwork and Soils and Aggregates	Unconfined Compressive Strength Testing	Obtain a measure of compressive strength for soils that possess sufficient cohesion to permit testing in the unconfined state	ASTM D 2166, AASHTO T 208	\$100.00
	Triaxial testing**	Unconsolidated - Undrained (UU)	AASHTO T 296, ASTM D 2850	\$375.00
	Triaxial testing**	Consolidated - Undrained (CU)	AASHTO T 297, ASTM D 4767	\$500.00
	Triaxial testing**	Consolidated - Drained (CD)	ASTM WK 3821	\$750.00
	Soil Consolidation ** (One-Dimensional, Interval Loading)	Determining the magnitude and rate of consolidation of soil when it is restrained laterally and drained axially while subjected to incrementally applied controlled-stress loading.	ASTM D 2435, AASHTO T 216	\$300.00
	Permeability Testing (Flexible Wall)**	Laboratory Measurement of Hydraulic Conductivity	ASTM D5084	\$300.00
	**	sample prep or remolding	NA	\$75.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Unit Rate
Earthwork and Soils and Aggregates	Sand Equivalency Test	This test assigns an empirical value to the relative amount, fineness, and character of claylike material present in the specimen.	ASTM D 2419, AASHTO T 176	\$150.00
	Soundness of Aggregates	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate	ASTM C 88, AASHTO T 104	\$425.00
	LA Abrasion	Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C 131, AASHTO T 96	\$650.00
	Deleterious Material Determination	determination of friable particles, clay lumps, and soft fragments in an aggregate	NA	\$50.00
	Swell Test ** (One-Dimensional)	Standard Test Method for One-Dimensional Swell or Settlement Potential of Cohesive Soils	ASTM D 4546, AASHTO T 216	\$300.00
	Soil Stabilization	using fly ash, cement and lime to stabilize soils	NA	call for quote
	For any soils and aggregate lab testing not listed please call for quote			
Concrete and Masonry	Laboratory Compressive Strength of Cylinders	Curing, Storing and Testing (Pad Capping) 6" x 12" cylinders	ASTM C 39, ASTM C1231, ASTM C511	\$15.00
	Laboratory Compressive Strength of Cylinders	Curing, Storing and Testing (Pad Capping) 4" x 8" cylinders	ASTM C 39, ASTM C1231, ASTM C511	\$15.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Unit Rate
Concrete and Masonry	Laboratory Flexural Strength of Beams (per beam)	Curing, Storing, Measuring and Testing	ASTM C 78, ASTM C511, ASTM C1542	\$35.00
	Laboratory Compressive Strength of drilled cores	Curing, Storing and Testing (sulfur Capping)	ASTM C 42, ASTM C 39, ASTM C617	\$45.00
	Saw cutting cylinders and drilled cores	Saw cutting ends of contractor formed cylinders to achieve a perpendicular surface (per end)	NA	\$5.00
	Petrographic Analysis	Microscopic analysis of hardened concrete	ASTM C 457	Call for Quote
	Laboratory Compressive Strength of Grout Prisms	Curing, Storing and Testing (Pad Capping) 6" x 3" x 3" prisms	ASTM C 1019	\$25.00
	Laboratory Compressive Strength of mortar cubes	Curing, Storing and Testing (Pad Capping) 2" x 2" x 2" cubes	ASTM C 109	\$15.00
	Laboratory testing of concrete masonry units	This test methods provides various testing procedures commonly used for evaluating characteristics of concrete masonry units and related concrete units.	ASTM C 140	\$120.00
Asphalt	Laboratory testing of Asphalt Cores	Laboratory Testing of asphalt cores for specific gravity (density)	AASHTO T-166	\$35.00
Fireproofing	Laboratory Density of Fireproofing (each density)	Laboratory determination of SRFM density	ASTM E 605	\$60.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
Earthwork and Soils	Soil Density Testing	Materials Testing Technician performing in-place soil densities	AASHTO T310, ASTM D6938	\$65.00	NA
	Soil/Aggregate Sample Pick up	On site sampling of soils and aggregates for laboratory testing	AASHTO T2, ASTM D 75	\$65.00	NA
	Proofroll and Undercut Observation	Engineering observation of on site soils prior to placement of fill material or after undercut has been completed	NA	\$90.00	NA
Concrete	Field Concrete Testing	On site sampling, testing and making concrete test specimens of freshly mixed concrete	AASHTO T23, T119, T141, T152, T309, ASTM C31, C143, C172, C231, C1064	\$65.00	NA
	Concrete Cylinder Pick up (per set charge)	Retrieving concrete test specimens made by GTS or by the client	NA	\$30.00	NA
	Concrete Rebound Hammer (Schmidt Hammer)	Assess the in-place uniformity of concrete and to estimate in-place strength	ASTM C805	\$90.00	\$15.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
Concrete	Concrete Coring and Sampling	Coring and sampling of hardened concrete including backfilling with grout	AASHTO T24 ASTM C42	\$65.00	\$65.00
	Concrete maturity and temperature testing	Placement and downloading of maturity and temperature information and equipment	ASTM C1074	\$90.00	NA
	Concrete maturity and temperature sensors (per sensor fee)	Field Sensors	ASTM C1074	NA	\$50.00
	Floor Flatness Determination	Evaluating and providing statistical (and graphical) information concerning floor surface profiles	ASTM E1155	\$90.00	.02 per square foot
	Concrete Floor Vapor Emission Testing	Obtaining a quantitative value indicating the rate or moisture vapor emission from a concrete floor	ASTM F1869	\$90.00	\$25 per kit
	Concrete Ph testing	Evaluating the Ph of concrete floors	ASTM F710	\$90.00	\$10 per kit
	Concrete mortar time of setting testing	Time of setting concrete by means of penetration resistance method	ASTM C403	\$90.00	\$150.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
Concrete	Concrete Floor Relative Humidity Insitu Probe Testing	Quantitative determination of percent relative humidity in concrete slabs	ASTM F2170	\$90.00	\$50.00 per site visit
Masonry, Grout and Mortar	Field Grout Testing	On site sampling, testing and making grout test specimens of freshly mixed grout	AASHTO T23, T119, T309, ASTM C1019, C143, C1064	\$50.00	NA
	Field Observation of CMU Block Wall Construction	Visual observation of CMU reinforcing, joint placement, bond beams etc.	NA	\$90.00	NA
	Field Mortar Testing	On site sampling, testing and making mortar test specimens of freshly mixed preblended mortar	ASTM C1714	\$65.00	NA
Asphalt	Asphalt Rolling Pattern	Evaluation of density with passes of compaction equipment of fresh hot mix asphalt	ASTM D2950	\$65.00	NA
	Asphalt coring and sampling	Coring and sampling of in place asphalt including backfilling with grout	ASTM D979, AASHTO T168	\$65.00	\$65.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
<i>Construction Observation and additional Special Inspections</i>	Observation of straight shaft drilled piers	Observation of soil type, depth, reinforcing bars, bearing capacity, etc.	NA	\$90.00	NA
<i>Construction Observation and additional Special Inspections</i>	Observation of Geopier foundations	Observation of soil type, depth, compactive effort, bearing capacity, etc.	NA	\$90.00	NA
	Observation of retaining wall installation	Observation of retaining wall construction	NA	\$90.00	NA
	Observation of soil bearing capacity for foundation elements	Observation of soil types and bearing capacity	NA	\$90.00	NA
	Observation of reinforcing bars for foundation and structural elements	Observation of size, number and placement of reinforcing bars	NA	\$90.00	NA
	Observation of driven pile foundations	Observation of driven piles, number of blows, pile size, etc.	NA	\$90.00	NA
	Observation of soil nail reinforcement	Observation of soil nails, bar size, bar length, grout type and strength, etc.	NA	\$90.00	NA
	Observation of micropile foundations	observation of micropiles, bar size, bar length, grout type and strength, etc.	NA	\$90.00	NA

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
<i>Construction Observation and additional Special Inspections</i>	Observation of Post Tension concrete systems	observation of installation and tensioning of post tension cables	NA	\$90.00	NA
<i>Construction Observation and additional Special Inspections</i>	Fireproofing Observation	observation of fireproofing for thickness, density and cohesion	ASTM E605	\$90.00	NA
<i>Engineering</i>	Principal Professional Engineer	Professional Engineer services in the field or report writing	NA	\$120.00	NA
	Staff Professional Engineer	Professional Engineer services in the field or report writing	NA	\$100.00	NA
	Intern-Engineer	Intern engineer services in the field or report writing	NA	\$90.00	NA
<i>Structural Steel</i>	Certified Welding Inspector (CWI)	Code compliance, visual and ultrasonic weld inspection, bolt inspection, impact wrench calibration, etc.	Varies	\$120.00	NA
	Reinforcing Bar Locating	Locating reinforcing bars, conduits, post tension cables, etc. in concrete slabs	Varies	\$120.00	\$500.00
	Skidmore Wilhelm	Tension Calibrator	Varies	\$120.00	\$40.00
	Torque Multiplier	Used in conjunction with torque wrench for high strength bolt testing	NA	\$120.00	\$100.00

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
<i>Structural Steel</i>	Torque Wrench	Used for testing torque of high strength bolts	Varies	\$120.00	\$20.00
	Ultra Sonic Testing	UT Machine	Varies	\$120.00	\$40.00
	Mag Particle Testing	Mag Particle Yoke	Varies	\$120.00	\$40.00
	x-ray services	x-ray of structural welds	Varies	upon request	upon request
	Bolt Pulling Test	Used to check the suitability and allowable loads of an anchor type and check they have been installed correctly	Varies	\$120.00	\$150.00
<i>Forensic Testing</i>	Impact Echo Services	Using sound waves to determine flaws and/or thicknesses in concrete structures	NA	\$120.00	\$250.00
	Ground Penetrating Radar	Using radar to locate, reinforcing bars or conduits in concrete, underground utilities, underground structures or tanks, etc.	NA	\$120.00	\$250 Half Day

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Category	Name of Test	Description	Relevant ASTM and AASHTO	Hourly Rate	Daily Equipment Fee (if applicable)
Forensic Testing	Sonic Echo Impulse Response	Non-Destructive method of determining length and integrity of concrete foundations	NA	\$120.00	\$1,000.00
	FLIR Infrared Camera Imaging	Infrared imaging of building components using a Flir E60 camera	NA	\$120.00	\$400.00
Administrative and Mileage	Mileage	Portal to portal rates to and from the GTS, Inc. office to the jobsite	NA	Based on published current IRS government mileage rates plus 5%	
	Report Preparation and Review (Per Report)	Includes report typing and distribution. (Technician reports only)	NA	\$10.00	10
	Overtime, Weekend, and Holiday Rates	Work requested to be performed on weekends or prior to 6:00 am and after 6:00 pm Monday through Friday will be billed an additional \$5 per hour above the normal hourly rates listed above and Holiday will be Triple the normal hourly rates. Any test scheduled before 5:00 A.M. but not performed by no fault of GTS will be a minimum charge of \$200.00.			
	Minimum Time Charge	There is a Minimum charge of 1 hour on site Time and .5 hour travel time			



GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which Engineer is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Engineer as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Engineer will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If Engineer provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Engineer on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Engineer will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Engineer's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against Engineer resulting from its failure to perform recommended additional Services that Client has not

authorized Engineer to perform, and any claim that Engineer failed to perform services that Client instructs Engineer not to perform.

2.3.2. Biological Pollutants. Engineer's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Engineer's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Engineer has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Engineer from all claims by any third party concerning Biological Pollutants, except for damages caused by Engineer's sole negligence.

3. PAYMENTS TO ENGINEER

3.1. Basic Services. Engineer will perform all Services set forth in the attached SCOPE OF SERVICES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Engineer will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Engineer. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Engineer shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Engineer at the rates set forth in the FEES SECTION OF THE SCOPE OF SERVICES.

3.4.1. Changes to Rates. Client and Engineer agree that the FEES SECTION OF THE SCOPE OF SERVICES is subject to periodic review and amendment, as appropriate to reflect Engineer's then-current fee structure. Engineer will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30



days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Engineer and Client cannot agree upon a new fee structure within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Engineer in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Engineer from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due within 30 days after receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. Engineer offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Engineer may perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Engineer's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Engineer and that Engineer does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Engineer's SCOPE OF SERVICES includes observation and/or testing during the course of construction, Engineer may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Engineer will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as Engineer deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Engineer may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Engineer may not be on site continuously; and, unless expressly agreed otherwise, Engineer will not observe all of the Work.

6.1.2. Contractor's Performance. Engineer does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Engineer's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Engineer be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Engineer.

6.1.3. Contractor's Responsibilities. Engineer will not supervise, direct or have control over the Work nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, Engineer will provide Client with a written report summarizing the tests and observations, if any, made by Engineer.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, Engineer will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Engineer will review such submittals solely for general conformance with Engineer's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by Engineer on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Engineer's tests and observations of the



Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Engineer in any manner necessary and within its ability to facilitate Engineer's performance under this Agreement.

7.2. Representation. Designate a representative with authority to receive all notices and information pertaining to agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Engineer to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Engineer will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Engineer's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Engineer with all information and documents in Client's possession or knowledge which are relevant to Engineer's Services. Client warrants the accuracy of any information supplied by it to Engineer, and acknowledges that Engineer is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Engineer of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Engineer, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Engineer to any such structure or utility not so designated. Engineer is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Engineer.

8. CHANGED CONDITIONS

If Engineer discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Engineer will notify Client in writing of the Changed Conditions. Client and Engineer agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Engineer and Client cannot agree upon amended terms

and conditions within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that Engineer's Services under this Agreement are limited to geotechnical engineering and that Engineer has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that Engineer execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Engineer believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Engineer believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Engineer has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Engineer is limited to an expression of professional opinion based upon the Services performed by Engineer, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of Engineer, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Engineer Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Engineer under this Agreement or \$50,000 whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Engineer's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Engineer and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Engineer's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation



reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.

11.2.2. Indemnification of Engineer. Except as governed by Arkansas law regarding the immunity of municipalities, Client will indemnify and hold harmless Engineer Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Engineer provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Engineer's Insurance. Engineer will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Engineer as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's

Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Engineer and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, Engineer and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Engineer's Documents. Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by Engineer are solely for use by Client and will not be provided by either party to any other person or entity without Engineer's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Consultant's electronic Documents and media will conform to Consultant's standards. Consultant will provide any requested electronic Documents for a 30-day acceptance period, and Consultant will correct any defects reported by Client to Consultant during this period. Consultant makes no warranties, either express



or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Engineer provides laboratory testing or analytic Services, Engineer will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Engineer, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

Engineer will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Engineer may subcontract for the services of others without obtaining Client's consent if Engineer deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Engineer. Engineer may terminate this Agreement if Client suspends Engineer's Services for more than 60 days and Client will pay Engineer as set forth under Section 18, "Termination." If Client suspends Engineer's Services, or if Client or others delay

Engineer's Services, Client and Engineer agree to equitably adjust: (1) the time for completion of the Services; and (2) Engineer's compensation in accordance with Engineer's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Engineer for demobilization and subsequent remobilization.

17.2. Liability. Engineer is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Engineer's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Engineer and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Engineer's material breach of this Agreement, Client will pay Engineer for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Engineer's then current FEES SECTION OF THE SCOPE OF SERVICES.

19. DISPUTES

19.1. Mediation. All disputes between Engineer and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.



19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Engineer's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT, effective as of this Thirteenth day of December 2021, is by and between Bentonville Public Library ("Client") and GTS, Inc. ("Engineer").

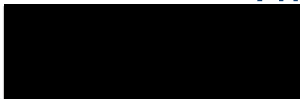
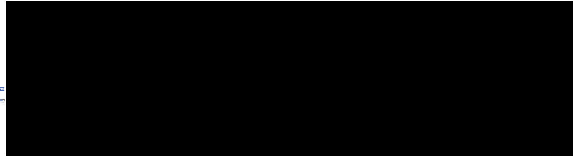
THE PROJECT is understood to consist of:

Supplemental services, including rock coring and optional dynamic site characterization services, for a new expansion planned to the existing Bentonville Public Library located at 405 South Main Street in Bentonville, Arkansas.

THIS AGREEMENT consists of the appended documents which are incorporated herein by reference:

- GTS Proposal No. **GTS121224** (a/k/a SCOPE OF SERVICES); AND
- GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

Engineer agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>CLIENT:</u>	
Signature:		
Print Name:	Stephanie Orman	Andrew Beekman, P.E.
Title:	Mayor	Senior Project Engineer
Company:	Bentonville Public Library	GTS, Inc.
Address:	405 South Main Street	1915 North Shiloh Drive
	Bentonville, Arkansas	Fayetteville, Arkansas 72704
Date:	December 16, 2021 7:58 AM CST	



1915 North Shiloh Drive

Fayetteville, Arkansas 72704

Office: (479) 521-7645

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December 13, 2021

Bentonville Public Library (BPL)
405 South Main Street
Bentonville, Arkansas 72712

Attention: Hadi S. Dudley, Library Director

RE: Geotechnical Engineering Services Proposal
Planned BPL Expansion – Supplemental Services
405 South Main Street
Bentonville, Arkansas
GTS Proposal No. GTS121224

Ms. Dudley:

This proposal for supplemental services is based on an e-mail message received from you on December 10, 2021, that included a request for proposal (RFP) for a supplemental subsurface exploration. It should be noted that GTS performed an initial subsurface evaluation at this project site and will issue a geotechnical report on or before December 16, 2021 (GTS Report No. 21-1-5-188). As previously discussed with you, it is our intent that the results of the supplemental services discussed herein would be issued in an addendum letter to the forthcoming report.

Please let us know if the project information portion of this proposal requires revising, based on your current understanding of the project.

PROJECT INFORMATION

The project information discussed in GTS Proposal No. GTS121201, for the new expansion located immediately north of the existing Bentonville Public Library (BPL), with a real property address of 405 South Main Street in Bentonville, Arkansas, remains unchanged for the current proposal.

Under the performed scope of work (as authorized in GTS121201), five borings were performed at the project site and advanced to planned depths of 25 feet, or until auger refusal was achieved, whichever was least. All of the borings were terminated upon refusal material at depths of about 20 feet or less below the existing ground surface and the refusal material was not sampled. Due to the presence of deep, highly compressible soils, GTS anticipates that it will be most economical to support the expansion on a deep foundation system supported in the underlying apparent limestone bedrock stratum. Based on the results of our borings performed in November 2021, we anticipate encountering the limestone bedrock at depths ranging from 16 ½ to 20 ½ feet below the existing ground surface. To aid in providing deep foundation

recommendations as well as in estimating costs of a deep foundation system, the scope of work discussed in this proposal includes coring the auger refusal material to further evaluate the competency of the refusal material and provide additional subsurface information for the planned development.

The IBC allows the seismic site classification to be determined based on a calculation of the average properties in the upper 100 feet of the project site. Based on the subsurface conditions highlighted above, the soil profile at this project site is consistent with a Site Class D per the International Building Code (IBC), 2012 Edition.

However, the IBC code requires a limited standard penetration resistance to be used in this calculation for soil and rock conditions encountered below refusal depths. Alternatively, the IBC also defines the seismic site classification based upon the average soil shear wave velocity within the upper 100 feet of the project site. Based on our experience with a nearby project site, the seismic site classification for this project site may be able to be improved through the optional field geophysical survey discussed in this proposal if it would be beneficial to the project.

GEOTECHNICAL SCOPE OF SERVICES

Field

GTS recommends that the deeper subsurface conditions at the project sites be evaluated at a total of two (2) boring locations drilled to depths of 5 feet into auger refusal material – this information will allow us to maximize the deep foundation recommendations/parameters needed for the addition. A boring location diagram illustrating our proposed supplemental boring locations is included at the end of this proposal.

Auger refusal is defined as the depth at which no further penetration of the drill rig augers can be gained using mechanical techniques. The borings will be auger probed until auger refusal material is encountered and the auger refusal material will be cored to further evaluate the competency of the underlying bedrock.

The refusal material will be continuously sampled using an NQ-sized double-barrel wireline coring assembly and a diamond-impregnated core bit with water as a drilling fluid. The borings will be backfilled with soil cuttings at completion of drilling and sampling.

Optional Field Geophysical Survey

If requested, we propose to measure the dynamic site characterization of the project site through the use of a field geophysical shear wave survey. The site characterization will allow us to develop a shear wave velocity (V_s) profile of the site to a depth of about 100 feet below the ground surface for evaluating the seismic site classification of the site. The seismic site

classification that we will provide based on our performed scope of work (as authorized in GTS121201) may be able to be improved through this more sophisticated and thorough seismic shear wave analysis of the project site. The reduction in site class may result in significant cost savings as it relates to the structural design of the building.

To be clear, even with the additional subsurface information that we will obtain through the proposed supplemental scope of work (rock coring) GTS would not be able to improve the seismic site classification from a site class D without the advanced geophysical testing. We would be pleased to discuss the geophysical services in more detail, if requested.

Laboratory

At completion of the field services, the soil and rock samples will be taken to the GTS laboratory. Further laboratory testing on the samples may include compressive strength tests on select rock core samples. The intent of these tests is to further characterize the engineering properties of the subsurface rock. The number and type of laboratory tests assigned will be dependent on the subsurface conditions encountered at the sample location.

POTENTIAL DISTURBANCE TO PROPERTY

The client should be aware that the drilling process is necessarily destructive, and that the track or truck mounted drill rig and support vehicles will require access to the boring location. GTS will make a reasonable attempt to minimize disturbance to the ground surface during mobilization and/or drilling. However, if the site is moist during drilling, some rutting of unpaved areas may occur.

PUBLIC UTILITIES

GTS will use the Arkansas One-Call system to mark public utilities at and near the planned sample location.

CLIENT'S RESPONSIBILITIES

Site Access

The client or client's representative should provide GTS drilling equipment and personnel access to the project site. This proposal assumes that the project site can be accessed during standard business hours.

Contact information for any parties requiring notification prior to our work on the property should also be provided to GTS if applicable to the project site.

Private Utilities

There is always the potential for private utilities to be present in the area of our planned sample boring. These underground utilities may not be marked by the one-call system. The client or client's representative should make GTS aware of potential private underground structures and utilities at the project site. Because we have no knowledge of private underground utility locations, we are not responsible for encountering or disrupting private utility lines not marked by the Arkansas One-Call system.

Request for Additional Project Information

If available, please provide GTS with the following information:

- Information concerning allowable differential and total movements of the structure should be communicated to GTS prior to issuance of our final report. This is particularly crucial if the planned structure have a design tolerance less than the typical design standards of 1" total along the length of the building and ½" differential for any 50 feet length of building.
- The final grading and site plans.
- As-built information concerning the foundations of the existing library structure.

SCHEDULE

Based on our current workload and if field workdays are not lost due to weather, field work for this project will begin within 15 business days after written notice to proceed has been received. An addendum letter will be delivered within 10 business days after completion of the field work. If the optional field geophysical survey is authorized, please allow about 4 weeks for delivery of the addendum letter. Draft boring logs and preliminary geotechnical recommendations can be provided within 5 business days after completing field work, if requested.

GEOTECHNICAL DELIVERABLES

The addendum letter will be stamped by a Professional Engineer registered in the State of Arkansas. The letter will provide updated Geotechnical Parameters for design of the deep foundations associated with the building addition.

Additionally, an updated seismic classification may be assigned to the site in accordance with the 2012 IBC depending on the results of the optional field geophysical survey, if authorized.

FEES

Item	Fee (lump sum) ¹	
Supplemental Geotechnical Scope of Services	\$1,850.00 ²	
Field Geophysical Survey, if requested	\$3,500.00 ²	Not requested. hsd 12/13/2021

¹The costs included in the proposal are considered a not to exceed amount; any additional costs are not approved without written agreement by the client.

²The lump sum fee includes equipment mobilization, field operation of equipment, laboratory testing, and the GTS geotechnical engineering services described in this proposal.

CLOSING

Please let us know if there are questions regarding the information, schedule or fee shown in this proposal. To accept this proposal and authorize GTS to begin work on this project, please sign the Standard Terms and Conditions page and return - via fax, email or mail – the complete proposal and contract to us.

Sincerely,



Andrew N. Beekman, P.E.
 Senior Geotechnical Engineer
 Engineer

Travis Willis, P.E.
 Senior Geotechnical
 Engineer

Attachments: Supplemental Boring Layout;

Copies: hdudley@bentonvillear.com





GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which Engineer is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Engineer as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Engineer will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If Engineer provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Engineer on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Engineer will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Engineer's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against Engineer resulting from its failure to perform recommended additional Services that Client has not

authorized Engineer to perform, and any claim that Engineer failed to perform services that Client instructs Engineer not to perform.

2.3.2. Biological Pollutants. Engineer's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Engineer's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Engineer has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Engineer from all claims by any third party concerning Biological Pollutants, except for damages caused by Engineer's sole negligence.

3. PAYMENTS TO ENGINEER

3.1. Basic Services. Engineer will perform all Services set forth in the attached SCOPE OF SERVICES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Engineer will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Engineer. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Engineer shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Engineer at the rates set forth in the FEES SECTION OF THE SCOPE OF SERVICES.

3.4.1. Changes to Rates. Client and Engineer agree that the FEES SECTION OF THE SCOPE OF SERVICES is subject to periodic review and amendment, as appropriate to reflect Engineer's then-current fee structure. Engineer will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30



days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Engineer and Client cannot agree upon a new fee structure within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Engineer in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Engineer from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due within 30 days after receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. Engineer offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Engineer may perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Engineer's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Engineer and that Engineer does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Engineer's SCOPE OF SERVICES includes observation and/or testing during the course of construction, Engineer may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Engineer will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as Engineer deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Engineer may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Engineer may not be on site continuously; and, unless expressly agreed otherwise, Engineer will not observe all of the Work.

6.1.2. Contractor's Performance. Engineer does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Engineer's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Engineer be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Engineer.

6.1.3. Contractor's Responsibilities. Engineer will not supervise, direct or have control over the Work nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, Engineer will provide Client with a written report summarizing the tests and observations, if any, made by Engineer.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, Engineer will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Engineer will review such submittals solely for general conformance with Engineer's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by Engineer on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Engineer's tests and observations of the



Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Engineer in any manner necessary and within its ability to facilitate Engineer's performance under this Agreement.

7.2. Representation. Designate a representative with authority to receive all notices and information pertaining to agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Engineer to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Engineer will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Engineer's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Engineer with all information and documents in Client's possession or knowledge which are relevant to Engineer's Services. Client warrants the accuracy of any information supplied by it to Engineer, and acknowledges that Engineer is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Engineer of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Engineer, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Engineer to any such structure or utility not so designated. Engineer is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Engineer.

8. CHANGED CONDITIONS

If Engineer discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Engineer will notify Client in writing of the Changed Conditions. Client and Engineer agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Engineer and Client cannot agree upon amended terms

and conditions within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that Engineer's Services under this Agreement are limited to geotechnical engineering and that Engineer has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that Engineer execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Engineer believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Engineer believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Engineer has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Engineer is limited to an expression of professional opinion based upon the Services performed by Engineer, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of Engineer, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Engineer Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Engineer under this Agreement or \$50,000 whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Engineer's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Engineer and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Engineer's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation

reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.

11.2.2. Indemnification of Engineer. Except as governed by Arkansas law regarding the immunity of municipalities, Client will indemnify and hold harmless Engineer Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Engineer provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Engineer's Insurance. Engineer will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Engineer as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's

Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Engineer and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, Engineer and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Engineer's Documents. Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by Engineer are solely for use by Client and will not be provided by either party to any other person or entity without Engineer's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Consultant's electronic Documents and media will conform to Consultant's standards. Consultant will provide any requested electronic Documents for a 30-day acceptance period, and Consultant will correct any defects reported by Client to Consultant during this period. Consultant makes no warranties, either express



or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Engineer provides laboratory testing or analytic Services, Engineer will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Engineer, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

Engineer will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Engineer may subcontract for the services of others without obtaining Client's consent if Engineer deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Engineer. Engineer may terminate this Agreement if Client suspends Engineer's Services for more than 60 days and Client will pay Engineer as set forth under Section 18, "Termination." If Client suspends Engineer's Services, or if Client or others delay

Engineer's Services, Client and Engineer agree to equitably adjust: (1) the time for completion of the Services; and (2) Engineer's compensation in accordance with Engineer's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Engineer for demobilization and subsequent remobilization.

17.2. Liability. Engineer is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Engineer's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Engineer and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Engineer's material breach of this Agreement, Client will pay Engineer for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Engineer's then current FEES SECTION OF THE SCOPE OF SERVICES.

19. DISPUTES

19.1. Mediation. All disputes between Engineer and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.



19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Engineer's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN INCREASE TO THE 2021
AGREEMENT WITH GTS, INC., FOR CONSTRUCTION OBSERVATION
AND TESTING SERVICES OF THE BENTONVILLE PUBLIC LIBRARY
EXPANSION, IN THE TOTAL AMOUNT OF FIFTY-TWO THOUSAND FIVE
HUNDRED DOLLARS (\$52,500.00); AND FOR OTHER PURPOSES.**

WHEREAS, in 2021, GTS, Inc. was selected for construction observation and testing of the Bentonville Public Library expansion, through the City's SOQ process;

WHEREAS, minor changes, such as additional boring tests and parking lot remodel requirements, have caused slightly higher costs to be incurred which pushes this agreement over the threshold for City Council approval; and

WHEREAS, this is a budgeted item.

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

Section 1: The 2021 agreement with GTS, Inc., for construction observation and testing services of the Bentonville Public Library expansion, is increased to the total amount of fifty-two thousand five hundred dollars (\$52,500.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Surplus Item for the Library Department
Action Recommendation & Justification:	Resolution declaring the Library's existing Tech Logic 3-bin automated materials handling (AMH) RFID system as surplus. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	With the expansion and remodel project, the library is expanding its AMH RFID system from a 3-bin to a 9-bin book sorter. When the new interior system is installed, the existing machine will become obsolete. Due to the proprietary nature of the equipment, it will be difficult to auction the item to another entity. A trade-in discount was offered by the vendor to remove and retain certain parts for back-up inventory then subsequently recycle the majority of the older system.
Amount for Approval:	\$ n/a

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

A trade-in discount for this surplus equipment is valued at \$5,250 toward purchase of the library's new AMH system.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE PUBLIC
LIBRARY AS SURPLUS PROPERTY; AUTHORIZING ITS
DISPOSAL; AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Library Department respectfully requests to declare the existing Tech Logic 3-bin automated materials handling RFID system as surplus;

WHEREAS, with the expansion and remodel project, the Library is expanding its AMH RFID system from a 3-bin to a 9-bin book sorter; and

WHEREAS, a trade-in discount for this surplus equipment is valued at five thousand two hundred fifty dollars (\$5,250.00) toward the purchase of the Library's new AMH system.

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

Section 1: The Bentonville Public Library may dispose of the existing Tech Logic 3-bin automated materials handling RFID system;

Section 2: A record of all items that are disposed of shall be maintained;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Jeremy Metcalf
Phone:	479-271-3151	For Department(s):	Fire
Email:	jmetcalf@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waive Competitive Bidding- Superior Automotive Group to purchase a 2023 Chevy Silverado
Action Recommendation & Justification:	Ordinance requesting a waiver of bid to purchase a 2023 Silverado and upfit package which includes emergency lights and emergency safety devices from Superior Automotive Group in the amount of \$52,789.88. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	The funds are budgeted in 2024 under Vehicles Account # 47420. This vehicle will be replacing a 2016 Dodge 1500 that has 77,000 miles and 4300 hours. The current 2016 Dodge 1500 will be placed as a reserve unit and will not be operating as a first out emergency vehicle.
Amount for Approval:	\$ 52,789.88

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTO GROUP, FOR THE PURCHASE OF A 2023 CHEVY SILVERADO, IN THE AMOUNT OF FIFTY-TWO THOUSAND SEVEN HUNDRED EIGHTY-NINE DOLLARS AND EIGHTY-EIGHT CENTS (\$52,789.88); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Fire Department requests to purchase a 2023 Chevy Silverado and upfit package which includes emergency lights and emergency safety devices from Superior Automotive Group;

WHEREAS, this vehicle will be replacing a 2016 Dodge 1500 that has 77,000 miles and 4300 hours which will be placed as a reserve unit;

WHEREAS, due to the current vehicle market, soliciting bids is not feasible; and

WHEREAS, this is a budgeted item;

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 Superior Auto Group for the purchase of a 2023 Chevy Silverado in the amount of fifty-two thousand seven hundred eighty-nine dollars and eighty-eight cents (\$52,789.88);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of a 2023 Chevy Silverado;

Section 3: This purchase will be made using budgeted funds;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Jeremy Metcalf
Phone:	479-271-3151	For Department(s):	Fire
Email:	jmetcalf@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☐ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waive Competitive Bidding- Superior Automotive Group to purchase a 2024 Chevy Tahoe
Action Recommendation & Justification:	Ordinance requesting a waiver of bid to purchase a 2024 Tahoe and upfit package which includes emergency lights and emergency safety devices from Superior Automotive Group in the amount of \$64,086.92. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	The funds are budgeted in 2024 under Vehicles Account # 47420. This vehicle will be replacing a 2013 Chevy Tahoe that has 96,000 miles. The current 2013 Tahoe will be placed as a reserve unit and will not be operating as a first out emergency vehicle.
Amount for Approval:	\$ 64,086.92

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTO GROUP, FOR THE PURCHASE OF A 2024 CHEVY TAHOE, IN THE AMOUNT OF SIXTY-FOUR THOUSAND EIGHTY-SIX DOLLARS AND NINETY-TWO CENTS (\$64,086.92); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Fire Department requests to purchase a 2024 Chevy Tahoe and upfit package which includes emergency lights and emergency safety devices from Superior Automotive Group;

WHEREAS, this vehicle will be replacing a 2013 Chevy Tahoe that has 96,000 miles which will be placed as a reserve unit;

WHEREAS, due to the current vehicle market, soliciting bids is not feasible; and

WHEREAS, this is a budgeted item;

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 Superior Auto Group for the purchase of a 2024 Chevy Tahoe in the amount of sixty-four thousand eighty-six dollars and ninety-two cents (\$64,086.92);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of a 2024 Chevy Tahoe;

Section 3: This purchase will be made using budgeted funds;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Jeremy Metcalf
Phone:	479-271-3151	For Department(s):	Fire
Email:	jmetcalf@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waive Competitive Bidding- Siddons Martin Emergency Group for SCBA purchase
Action Recommendation & Justification:	Ordinance with an emergency clause to waive bids to purchase SCBA's, mask, and upgrade existing RIT packs from Siddons Martin Emergency Group. This will allow all of our apparatus to be equipped with air packs that are compatible with each other. An emergency clause is needed in order to execute the Purchase Order prior to February 1st due to the expected price increase after this date. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The funds are budgeted in 2024 for SCBA replacement under the Machinery/Equipment account # 47410. This purchase will ensure that all of our air packs (SCBA'S) safety/backup features are compatible. The waiver of bid is due to Siddons Martin Emergency Group pricing the requested items under HGAC contract.
Amount for Approval:	\$ 604,888.68

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SIDDON'S MARTIN EMERGENCY GROUP, FOR THE PURCHASE OF SCBA EQUIPMENT; IN THE AMOUNT OF SIX HUNDRED FOUR THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS AND SIXTY-EIGHT CENTS (\$604,888.68); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department requests to purchase SCBAs, masks, and to upgrade existing RIT packs from Siddons Martin Emergency Group;

WHEREAS, this purchase will ensure that all air packs (SCBA's) safety/backup features are compatible, it would be neither practical or feasible to solicit competitive bids; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Siddons Martin Emergency Group, for the purchase of SCBA Equipment, in the amount of six hundred four thousand eight hundred eighty-eight dollars and sixty-eight cents (\$604,888.68);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding to purchase SCBA equipment from Siddons Martin Emergency Group;

Section 3 - Emergency Clause: The need to purchase these items is immediate to protect against further rate increases and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

Attest:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Matt Webster, Chris Earl
Phone:	479-271-6749	For Department(s):	Water Resource Recovery Facility
Email:	mwebster@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Waiver of Bid for the purchase of (1) half ton truck replacement from Superior Auto Group
Action Recommendation & Justification:	Ordinance requesting City Council approval of a Waiver of Bid Request to purchase (1) half-ton truck from Superior Auto Group. This will be a direct replacement within our existing fleet. Requesting Emergency Clause due to mechanical failures of existing vehicle. Approved 4-0 by Utility Board. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The 1/2 ton crew cab was not included in the state bid process and no contract was awarded. Superior has the trucks on the lot and they will be available January 1st, 2024. Staff is requesting the replacement of this truck that is no longer reliable for use by the department and maintenance cost are escalating. The truck to be replaced is 3030-16, 2010 Chevy Silverado 4x4. The truck that will be replaced is experiencing mechanical issues, more than 10 years old and has 71,190 miles.
Amount for Approval:	\$ 45,060.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



2023 MODEL YEAR Superior Dodge, Jeep, Ram, Chrysler
RAM 1500 CLASSIC TRADESMAN CREW CAB 4X4

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$44,430**

RAM 1500 TRADESMAN CREW CAB 4X4

Exterior Color: Bright White Clear-Coat Exterior Paint

Interior Color: Black / Diesel Gray Interior Colors

Interior: Heavy-Duty Vinyl 40/20/40 Split Bench Seat

Engine: 5.7L V8 HEMI® MDS VVT Engine

Transmission: 8-Speed Automatic 8HP70 Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags

Supplemental Front Seat-Mounted Side Air Bags

Supplemental Side-Curtain Front and Rear Air Bags

Supplemental Side Air Bags

Parkview® Rear Back-Up Camera

Trailer-Tow with 4-Pin Connector Wiring

Class III Bumper Hitch

7-Pin Wiring Harness

Locking Tailgate

Anti-Lock 4-Wheel Disc Brakes

Electronic Stability Control

Speed Control

Sentry Key® Theft Deterrent System

Tire Pressure Monitoring Display

INTERIOR FEATURES

Ram Clean Air System

Uconnect® 3 with 5-Inch Touch Screen Display

6 Speakers

Integrated Voice Command

Media Hub with USB and Auxiliary Port

Power Front Windows with 1-Touch Up / Down

Tilt Steering Column

Vehicle Information Center

Front Armrest with Three Cupholders

40/20/40 Split Bench Seat

Rear Folding Seat

Rear Under-Seat Storage Compartment

Black Vinyl Floor Covering

EXTERIOR FEATURES

17-Inch x 7.0-Inch Steel Wheels

P265/70R17 BSW All-Season Tires

Halogen Quad Headlamps

Automatic Headlamps

Black Front Bumper

Black Rear Bumper

Black Grille

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 26B

Remote Keyless-Entry with AllSecure® \$190

Class IV Receiver-Hitch \$445

Destination Charge \$1,995

TOTAL PRICE: * \$47,060

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.

3-year or 36,000-mile Basic Limited Warranty.

Ask Dealer for a copy of the limited warranties or

see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY

\$45,060.00

[Signature]

11/07/2023

Assembly Point/Port of Entry: WARREN, MICHIGAN, U.S.A.

S.L.

SHIP TO:

SOLD TO:

VIN: 1C6-RR7ST4PS-575513

L4-VON: 0025

0721-0



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

**EPA
DOT**

Fuel Economy and Environment



Gasoline Vehicle

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models.



17 MPG
combined city/hwy
15 city 20 highway

Standard pickups range from 12 to 70 MPGe.
The best vehicle rates 132 MPGe.

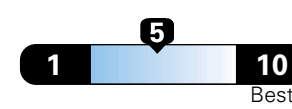
5.9 gallons per 100 miles

**You spend
\$7,000**
in fuel costs
over 5 years
compared to the
average new vehicle.

**Annual fuel cost
\$3,000**

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)



This vehicle emits 528 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and cost \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.40 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

Smartphone
QR Code™



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

**Frontal
Crash**

Driver
Passenger

★★★★★
★★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

**Side
Crash**

Front seat
Rear seat

★★★★★
★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 69%

MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO : 22%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:

FINAL ASSEMBLY POINT:
WARREN, MICHIGAN, U.S.A.

COUNTRY OF ORIGIN:

ENGINE: MEXICO

TRANSMISSION: UNITED STATES

Snow Plow Prep Disclaimer

This vehicle not factory equipped for Snow Plow installation – See dealer for details.



**VEHICLE
PROTECTION**
A PRODUCT OF FCA US LLC

Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTO GROUP, FOR THE PURCHASE OF A HALF TON TRUCK, IN THE AMOUNT OF FORTY-FIVE THOUSAND SIXTY DOLLARS (\$45,060.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Water Resource Recovery Facility requests to purchase a half ton truck replacement from Superior Automotive Group;

WHEREAS, this vehicle will be replacing a 2010 Chevy Silverado 4x4 (3030-16) which is experiencing mechanical issues and is no longer reliable for use by the department;

WHEREAS, due to the current vehicle market, soliciting bids is not feasible; and

WHEREAS, this is a budgeted item;

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Superior Auto Group for the purchase of a Half Ton Truck in the amount of forty-five thousand sixty dollars (\$45,060.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of a Half Ton Truck;

Section 3 - Emergency Clause: The need to purchase these items is immediate to protect against further rate increases and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Donald Schmidt
Phone:	(479) 271-3140	For Department(s):	Water Utilities
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Bid Award IFB-23-64 - Sanitary Sewer Manhole Rehabilitation
Action Recommendation & Justification:	Resolution to award bid to Humbard Contracting Inc. for rehabilitation of sanitary sewer manholes throughout the City of Bentonville's sanitary sewer collection system. Humbard's services will be used for the 2024 calendar year and shall not exceed the 2024 budgeted amount of \$80,000. This item was approved by Utility Board 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Humbard Contracting Inc. was the second lowest bidder to Midwest Infrastructure Coatings. Although Midwest was the lowest bidder, their bid specifications did not meet the bid specification requirements or provided an equal alternative for the cementitious lining specification listed in the IFB-23-64 bidding documents.
Amount for Approval:	\$ 80,000

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

IFB-23-64-Rehabilitation of Sanitary Sewer Manholes - FINAL BID TABULATION

ACE PIPE CLEANING, INC.					HUMBARD CONTRACTING					KRAPFF REYNOLDS CONSTRUCITON COMPANY					MIDWEST INFRASTRUCTURE COATINGS				
Line Item	Description	Estimated Quantity (UOM=VF)	Unit Price	Extended Price	Line Item	Description	Estimated Quantity (UOM=VF)	Unit Price	Extended Price	Line Item	Description	Estimated Quantity (UOM=VF)	Unit Price	Extended Price	Line Item	Description	Estimated Quantity (UOM=VF)	Unit Price	Extended Price
1	5-Foot (5') Diameter Manhole Rehabilitation	150	\$ 659.00	\$ 98,850.00	1	5-Foot (5') Diameter Manhole Rehabilitation	150	\$ 650.00	\$ 97,500.00	1	5-Foot (5') Diameter Manhole Rehabilitation	150	\$ 1,165.00	\$ 174,750.00	1	5-Foot (5') Diameter Manhole Rehabilitation	150	\$ 300.00	\$ 45,000.00
Work/Material As Specified:	X	Alternate Work/Material Proposed:	-		Work/Material As Specified:	X	Alternate Work/Material Proposed:	-		Work/Material As Specified:	X	Alternate Work/Material Proposed:	-		Work/Material As Specified:	-	Alternate Work/Material Proposed:	X	
Total Base Bid (In Numbers):		\$ 98,850.00			Total Base Bid (In Numbers):		\$ 97,500.00			Total Base Bid (In Numbers):		\$ 174,750.00			Total Base Bid (In Numbers):		\$ 45,000.00		
PURCHASING@BENTONVILLEAR.COM - (479) 271-3115 - WWW.BENTONVILLEAR.COM																			
No award has been made until approved at City Council																			

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-23-64 TO HUMBARD CONTRACTING INC. FOR REHABILITATION OF SANITARY SEWER MANHOLES, IN THE AMOUNT OF EIGHTY THOUSAND DOLLARS (\$80,000.00); AND FOR OTHER PURPOSES.

WHEREAS, Humbard Contracting Inc. is the lowest qualified bidder for bid IFB-23-64;

WHEREAS, this contract covers the rehabilitation of sanitary sewer manholes throughout the City of Bentonville's sanitary sewer collection system; and

WHEREAS, Humbard's services will be used for the 2024 calendar year and shall not exceed the 2024 budgeted amount of eighty thousand dollars (\$80,000.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Humbard Contracting Inc. in the amount of eighty thousand dollars (\$80,000.00) for Rehabilitation of Sanitary Sewer Manholes;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Award Bid IFB-23-65 for Wood Poles
Action Recommendation & Justification:	Resolution awarding IFB-23-65 to the lowest bidders on wood poles. Approved by Utility Board 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Lowest bidders on wood poles: Carpenters Pole and Pile in the amount of \$45,062.00 Stella Jones Pole in the amount of \$58,308.00
Amount for Approval:	\$ 103,370.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Page 211 of 258

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-23-65 TO CARPENTER POLE AND PILE AND STELLA JONES COMPANY FOR THE PURCHASE OF WOOD DISTRIBUTION POLES, IN THE AMOUNT OF ONE HUNDRED THREE THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$103,370.00) PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.

WHEREAS, Carpenter Pole & Pile and Stella Jones Company were the lowest qualified bidders for bid IFB-23-65;

WHEREAS, this contract covers the purchase of wood distribution poles that will be ordered on an 'as needed' basis; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Carpenter Pole & Pile, in the amount of forty-five thousand sixty-two dollars (\$45,062.00) and Stella Jones Company in the amount of fifty-eight thousand three hundred eight dollars (\$58,308.00) plus applicable taxes for the purchase of wood distribution poles;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☒ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Bid Award IFB-23-70 Yearly Street Material (Premix)
Action Recommendation & Justification:	Resolution awarding IFB-23-70 to the lowest bidder. Approved by Utility Board 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Lowest bidders: Emery and Sapp in the amount of \$62,500.00
Amount for Approval:	\$ 62,500.00

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

CITY OF BENTONVILLE
1-year Blanket Bid
Street Materials

Bid No. 23-70

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION
500	TON	Our #7007 PREMIX <u>Emery</u>	\$125.00	\$62,500.00
		TOTAL BID COST		

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-23-70 TO EMERY AND SAPP, FOR YEARLY STREET PREMIX MATERIAL, IN AN APPROXIMATE AMOUNT OF SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00), PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.

WHEREAS, Emery and Sapp were the lowest responsive bidders for bid IFB-23-70;

WHEREAS, this agreement covers yearly street premix material per the unit prices and estimated quantities attached, plus applicable taxes; and

WHEREAS, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Emery and Sapp, the lowest responsive bidder for yearly street premix material;

Section 2: The estimated contract cost is sixty-two thousand five hundred dollars (\$62,500.00), plus applicable taxes;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☒ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☒ Waiver of Bid	☒ Emergency Clause
☒ Ordinance	☐ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Change Order to Ordinance 2023-202 for the Purchase Price of Electric Meters until June 2024
Action Recommendation & Justification:	Due to surcharges passed onto Eaton from the meter supplier, the price per meter has increased. See attached breakdown for each meter price. Approved by Utility Board 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	These meters will be used for developments that have occurred outside of the current AMI project with Eaton Corporation.
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

December 7, 2023

Ms. Gladys Shoemake
Purchasing Manager
City of Bentonville
1000 SW 14th St.
Bentonville, AR 72712
gshoemake@bentonvillear.com

Subject: AMI Meter Surcharges Memorandum

Dear Gladys,

This memorandum shall serve as notice that Itron, Honeywell, and NEOTech are applying surcharges for the additional AMI meters you're ordering for your AMI deployment as well as the additional order issued to provide inventory for the Bentonville warehouse. Those manufacturers are specifying the following justifications regarding these surcharges since pricing was provided to your organization in February 2022. Note that the 40-year highs in inflation that producers are dealing with go beyond raw materials to include increased manufacturing labor and energy costs.

Increased costs of:

- Labor
- Energy
- Plastics/Resins
- Metals
- Printed Circuit Boards
- Microcontrollers
- Display Drivers
- Circuit-level components
- Packaging Materials

We have negotiated with these suppliers to the best of our ability but as these resulting surcharges are being applied to Eaton we must also apply surcharges to the City. The impact of these surcharges aligns to increases observed in producer pricing indexes for manufacturing electrical equipment over this time period of 15%, resulting in an increase to your February 2022 pricing by approximately 18%. This memo shall serve as a detailed summary and explanation as to the reasons of these surcharges.

Written acknowledgement and acceptance of the provided prices with the applicable surcharges must be received no later than December 15, 2023 to receive the pricing presented. If the requisite acknowledgement is not received by this date these units will be subject to additional surcharges.

Sincerely,



Jim Roche
Product Line Manager – Smart Grid | AMI & DR
Eaton
Minneapolis, MN 55441
Email: 

City of Bentonville - Bentonville, AR

Quoted By: Dan Scrima, Jill Skarsten, Jim Roche

Eaton RF AMI Pricing - Additoinal Meter Order for Warehouse

Quote Date: November 9, 2023

Revision #2

Units	Units of Measure	Unit Price	Unit Surcharges	Unit Price w/ Surcharges	Unit Price w/ Surcharges & Shipping	Total Price w/ Surcharges & Shipping
-------	------------------	------------	-----------------	--------------------------	-------------------------------------	--------------------------------------

Residential Electric Meters

Itron C1SX

RFN-410cL Itron Centron C1SX - Residential Meter with Integrated RF Node

RFN-410cL Itron Centron C1SX - FM2S CL320 240V with Integrated RF Node	60	each	\$ 190	\$ -	\$190.00	\$197.60	\$11,856.00
RFN-410cL Itron Centron C1SX - FM3S CL20 120V/240V with Integrated RF Node	4	each	\$ 159	\$ 32	\$191.00	\$198.64	\$794.56
RFN-410cL Itron Centron C1SX - FM4S CL20 240V with Integrated RF Node	4	each	\$ 159	\$ 32	\$191.00	\$198.64	\$794.56

Itron C2SXD (Integrated Disconnect)

RFN-420cD Itron Centron II C2SXD - Residential Meter with Integrated RF Node

RFN-420cD Itron Centron II C2SXD - FM1S CL200 120V with Integrated RF Node	4	each	\$ 240	\$ 48	\$288.00	\$299.52	\$1,198.08
RFN-420cD Itron Centron II C2SXD - FM2S CL200 240V with Integrated RF Node	600	each	\$ 129	\$ 26	\$155.00	\$161.20	\$96,720.00

Total Residential Electric Meters

\$111,363.20

Commercial & Industrial Electric Meters

Honeywell Elster A3 ALPHA

RFN-430A3 Honeywell Elster A3 ALPHA - C&I Meter with Integrated RF Node

RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM8/9S CL20 120-480V with Integrated RF Node	48	each	\$ 350	\$ 65	\$415.00	\$431.60	\$20,716.80
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR, KYZ Enabled) - FM8/9S CL20 120-480V with Integrated RF Node	4	each	\$ 445	\$ 84	\$529.00	\$550.16	\$2,200.64
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM12S CL200 120-480V with Integrated RF Node	96	each	\$ 350	\$ 65	\$415.00	\$431.60	\$41,433.60
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM12S CL320 120-480V with Integrated RF Node	16	each	\$ 377	\$ 70	\$447.00	\$464.88	\$7,438.08
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM14/15/16S CL200 120-480V with Integrated RF	96	each	\$ 350	\$ 65	\$415.00	\$431.60	\$41,433.60
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM16S CL320 120-480V with Integrated RF Node	24	each	\$ 377	\$ 70	\$447.00	\$464.88	\$11,157.12
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM45S CL20 120-480V with Integrated RF Node	8	each	\$ 350	\$ 65	\$415.00	\$431.60	\$3,452.80

Total C&I Meters

\$127,833

Shipping Calculation

Shipping at 4% of Total Hardware		INCLUDED ABOVE
Shipping Total		\$0.00

Grand Total for Purchase Order (as quoted)

\$239,195.84

Unit Surcharges shown above are due to increased cost of labor and materials, including plastics, resins, metals, printed circuit boards, microcontrollers, display drivers, additional circuit-level components, and packaging materials that will be applied to the production of these units by Itron, Honeywell, and NEOTech and passed on to Eaton.

This document contains confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton. Unprotected information is identified herein with yellow highlighting. Anything not highlighted in yellow shall be assumed protected.

This quotation and all the information contained in it are considered to be the confidential information of Eaton and shall not be disclosed to any third party without the express written consent of Eaton, which consent shall be within the sole discretion of Eaton. Quotation and line item pricing is valid through December 15, 2023 shipping prior to March 15, 2024.

NEW ELECTRIC <u>METERS</u> FOR PURCHASE	Meter ANSI Form	Each
RFN-420cD Itron Centron II C2SXD - FM1S CL200 120V with Integrated RF Node (Non-disconnect RFN-410cL Price: \$159)	Single phase 1S	\$299.52
RFN-420cD Itron Centron II C2SXD - FM2S CL200 240V with Integrated RF Node - NOTE: This line item price is based on the quantity requested and is based on a minimum order quantity of 25,000 units. (Non-disconnect RFN-410cL Price: \$97)	Single phase 2S	\$161.20
RFN-410cL Itron Centron C1SX - FM3S CL20 120/240V with Integrated RF Node	Single phase 3S	\$198.64
RFN-410cL Itron Centron C1SX - FM4S CL20 240V with Integrated RF Node	Single phase 4S	\$198.64
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM5/35S CL20 120-480V with Integrated RF Node	Form 5S	\$431.60
Upgrade to go to RFN-520fAXD Landis+Gyr FOCUS AXe-SD - FM2S CL320 240V with Integrated RF Node (\$358 total) (Non-disconnect RFN-410cL 2S CL320 Price: \$159)	320amp under glass service disconnect adder	\$198.64
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM8/9S CL20 120-480V with Integrated RF Node	Polyphase - 9S/8S	\$431.60
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM14/15/16S CL200 120-480V with Integrated RF Node	Polyphase - 16S/15S	\$431.60
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM14/15/16S CL320 120-480V with Integrated RF Node	Polyphase - 16SE	\$464.88
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM12S CL200 120-480V with Integrated RF Node	Polyphase - 12S	\$431.60
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM12S CL320 120-480V with Integrated RF Node	Form 12SE	\$464.88
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM45S CL20 120-480V with Integrated RF Node	Polyphase - 45S/5S	\$431.60

ORDINANCE NO. 2023-202

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH EATON CORPORATION FOR THE PURCHASE OF ELECTRIC METERS ON AN AS NEEDED BASIS, AT THE PER UNIT PRICES SET FORTH IN THE ATTACHED EXHIBIT A, PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department is requesting to lock in pricing as part of a current contract for the AMI System;

WHEREAS, the electric meters will be used for developments that have occurred outside of the current AMI project with Eaton Corporation;

WHEREAS, due to current supply chain issues and price volatility, soliciting bids is not feasible; and

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Eaton Corporation for the purchase of electric meters, on an as needed basis, at the per unit prices set forth in the attached Exhibit A, plus applicable taxes;

Section 2: Due to current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 – Emergency Clause: Because the need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this 22 day of AUGUST, 2023.

APPROVED:

STEPHANIE URMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Exhibit A

NEW ELECTRIC <u>METERS</u> FOR PURCHASE	Meter ANSI Form	Each
RFN-420cD Itron Centron II C2SXD - FM1S CL200 120V with Integrated RF Node (Non-disconnect RFN-410cL Price: \$159)	Single phase 1S	\$ 240
RFN-420cD Itron Centron II C2SXD - FM2S CL200 240V with Integrated RF Node - NOTE: This line item price is based on the quantity requested and is based on a minimum order quantity of 25,000 units. (Non-disconnect RFN-410cL Price: \$97)	Single phase 2S	\$ 129
RFN-410cL Itron Centron C1SX - FM3S CL20 120/240V with Integrated RF Node	Single phase 3S	\$ 159
RFN-410cL Itron Centron C1SX - FM4S CL20 240V with Integrated RF Node	Single phase 4S	\$ 159
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM5/35S CL20 120-480V with Integrated RF Node	Form 5S	\$ 340
Upgrade to go to RFN-520fAXD Landis+Gyr FOCUS AXe-SD - FM2S CL320 240V with Integrated RF Node (\$358 total) (Non-disconnect RFN-410cL 2S CL320 Price: \$159)	320amp under glass service disconnect adder	\$ 199
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM8/9S CL20 120-480V with Integrated RF Node	Polyphase - 9S/8S	\$ 340
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM14/15/16S CL200 120-480V with Integrated RF Node	Polyphase - 16S/15S	\$ 340
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM14/15/16S CL320 120-480V with Integrated RF Node	Polyphase - 16SE	\$ 367
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM12S CL200 120-480V with Integrated RF Node	Polyphase - 12S	\$ 340
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM12S CL320 120-480V with Integrated RF Node	Form 12SE	\$ 367
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM45S CL20 120-480V with Integrated RF Node	Polyphase - 45S/5S	\$ 340

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER TO THE AGREEMENT WITH EATON CORPORATION, FOR THE PURCHASE OF ELECTRIC METERS ON AN AS NEEDED BASIS, AT THE PER UNIT PRICES SET FORTH IN THE ATTACHED EXHIBIT A, PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department entered into an agreement with Eaton Corporation for the purchase of Electric Meters on an as needed basis;

WHEREAS, due to surcharges passed onto Eaton from the meter supplier, the price per meter has increased;

WHEREAS, these meters will be used for developments that have occurred outside of the current AMI project with Eaton Corporation;

WHEREAS, due to current supply chain issues and price volatility, soliciting bids is not feasible; and

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into a change order to the agreement with Eaton Corporation for the purchase of electric meters, on an as needed basis, at the per unit prices set forth in the attached Exhibit A, plus applicable taxes;

Section 2: Due to current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 – Emergency Clause: Because the need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk

Exhibit A

NEW ELECTRIC <u>METERS</u> FOR PURCHASE	Meter ANSI Form	Each
RFN-420cD Itron Centron II C2SXD - FM1S CL200 120V with Integrated RF Node (Non-disconnect RFN-410cL Price: \$159)	Single phase 1S	\$299.52
RFN-420cD Itron Centron II C2SXD - FM2S CL200 240V with Integrated RF Node - NOTE: This line item price is based on the quantity requested and is based on a minimum order quantity of 25,000 units. (Non-disconnect RFN-410cL Price: \$97)	Single phase 2S	\$161.20
RFN-410cL Itron Centron C1SX - FM3S CL20 120/240V with Integrated RF Node	Single phase 3S	\$198.64
RFN-410cL Itron Centron C1SX - FM4S CL20 240V with Integrated RF Node	Single phase 4S	\$198.64
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM5/35S CL20 120-480V with Integrated RF Node	Form 5S	\$431.60
Upgrade to go to RFN-520fAXD Landis+Gyr FOCUS AXe-SD - FM2S CL320 240V with Integrated RF Node (\$358 total) (Non-disconnect RFN-410cL 2S CL320 Price: \$159)	320amp under glass service disconnect adder	\$198.64
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM8/9S CL20 120-480V with Integrated RF Node	Polyphase - 9S/8S	\$431.60
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM14/15/16S CL200 120-480V with Integrated RF Node	Polyphase - 16S/15S	\$431.60
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM14/15/16S CL320 120-480V with Integrated RF Node	Polyphase - 16SE	\$464.88
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM12S CL200 120-480V with Integrated RF Node	Polyphase - 12S	\$431.60
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM12S CL320 120-480V with Integrated RF Node	Form 12SE	\$464.88
RFN-430A3 Honeywell Elster A3 ALPHA (TOU Enabled) - FM45S CL20 120-480V with Integrated RF Node	Polyphase - 45S/5S	\$431.60



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational	☐ Bid Award	☐ Enter into an Agreement	☒ Change Order
☐ Recognizing Funds	☒ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☒ Resolution	☐ Informational	

Title, Recommendation & Justification

Title:	Change Order and Budget adjustment to for Electric AMI Project for \$371,930.76
Action Recommendation & Justification:	A change order and budget adjustment to Resolution 1-10-23C for additional meters for the Electric AMI project for \$371,930.76. Total cost of the project will be \$5,858,901.05. Approved by Utility Board 4-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The contract with Cannon Technologies (Eaton) was signed in January of 2023. However, development has continued throughout the year. These additional meters are to cover the development that has occurred since the signing.
Amount for Approval:	\$ 371,930.76

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

503010-47310	Improv Other - Electric	\$ 371,930.76	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

December 7, 2023

Ms. Gladys Shoemake
Purchasing Manager
City of Bentonville
1000 SW 14th St.
Bentonville, AR 72712
gshoemake@bentonvillear.com

Subject: AMI Meter Surcharges Memorandum

Dear Gladys,

This memorandum shall serve as notice that Itron, Honeywell, and NEOTech are applying surcharges for the additional AMI meters you're ordering for your AMI deployment as well as the additional order issued to provide inventory for the Bentonville warehouse. Those manufacturers are specifying the following justifications regarding these surcharges since pricing was provided to your organization in February 2022. Note that the 40-year highs in inflation that producers are dealing with go beyond raw materials to include increased manufacturing labor and energy costs.

Increased costs of:

- Labor
- Energy
- Plastics/Resins
- Metals
- Printed Circuit Boards
- Microcontrollers
- Display Drivers
- Circuit-level components
- Packaging Materials

We have negotiated with these suppliers to the best of our ability but as these resulting surcharges are being applied to Eaton we must also apply surcharges to the City. The impact of these surcharges aligns to increases observed in producer pricing indexes for manufacturing electrical equipment over this time period of 15%, resulting in an increase to your February 2022 pricing by approximately 18%. This memo shall serve as a detailed summary and explanation as to the reasons of these surcharges.

Written acknowledgement and acceptance of the provided prices with the applicable surcharges must be received no later than December 15, 2023 to receive the pricing presented. If the requisite acknowledgement is not received by this date these units will be subject to additional surcharges.

Sincerely,


Jim Roche

Product Line Manager – Smart Grid | AMI & DR
Eaton
Minneapolis, MN 55444


City of Bentonville - Bentonville, AR

Quoted By: Dan Scrima, Jill Skarsten, Jim Roche

Eaton RF AMI Pricing - Additional Meters for Deployment

Quote Date: November 9, 2023

Revision #2

Units	Units of Measure	Original Price	Unit Surcharges	Unit Price w/ Surcharges	Unit Price w/ Surcharges & Shipping	Total Price w/ Surcharges & Shipping
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Residential Electric Meters

Itron C1SX

RFN-410cL Itron Centron C1SX - Residential Meter with Integrated RF Node

RFN-410cL Itron Centron C1SX - FM2S CL320 240V with Integrated RF Node	473	each	\$190.00	\$ -	\$190.00	\$197.60	\$93,464.80
RFN-410cL Itron Centron C1SX - FM3S CL20 120V/240V with Integrated RF Node	21	each	\$159.00	\$ 32	\$191.00	\$198.64	\$4,171.44

Itron C25XD (Integrated Disconnect)

RFN-420cD Itron Centron II C25XD - Residential Meter with Integrated RF Node

RFN-420cD Itron Centron II C25XD - FM2S CL200 240V with Integrated RF Node	510	each	\$129.00	\$ 26	\$155.00	\$161.20	\$82,212.00
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Total Residential Electric Meters

\$179,848.24

Commercial & Industrial Electric Meters

Honeywell Elster A3 ALPHA

RFN-430A3 Honeywell Elster A3 ALPHA - C&I Meter with Integrated RF Node

RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM2S CL200 120-480V with Integrated RF Node	0	each	\$350.00	\$ 65	\$415.00	\$431.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM2S CL320 120-480V with Integrated RF Node	0	each	\$377.00	\$ 70	\$447.00	\$464.88	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM3S CL20 120-480V with Integrated RF Node	0	each	\$350.00	\$ 65	\$415.00	\$431.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM4S CL20 120-480V with Integrated RF Node	0	each	\$350.00	\$ 65	\$415.00	\$431.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM5/35S CL20 120-480V with Integrated RF Node	0	each	\$350.00	\$ 65	\$415.00	\$431.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM6/36S CL20 120-480V with Integrated RF Node	0	each	\$350.00	\$ 65	\$415.00	\$431.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM8/9S CL20 120-480V with Integrated RF Node	40	each	\$350.00	\$ 65	\$415.00	\$431.60	\$17,264.00
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM12S CL200 120-480V with Integrated RF Node	168	each	\$350.00	\$ 65	\$415.00	\$431.60	\$72,508.80
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM12S CL320 120-480V with Integrated RF Node	0	each	\$377.00	\$ 70	\$447.00	\$464.88	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM14/15/16S CL200 120-480V with Integrated RF	45	each	\$350.00	\$ 65	\$415.00	\$431.60	\$19,422.00
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM16S CL320 120-480V with Integrated RF Node	94	each	\$377.00	\$ 70	\$447.00	\$464.88	\$43,698.72
RFN-430A3 Honeywell Elster A3 ALPHA (TOU, kVAR Enabled) - FM45S CL20 120-480V with Integrated RF Node	22	each	\$350.00	\$ 65	\$415.00	\$431.60	\$9,495.20

Total C&I Meters

\$162,388.72

Professional Services

Meter Installation

Residential Electric Meter Installation (1S, 2S (CL200 & 320), 3S, 4S meters)	1,004	each	\$17.30	\$ -	\$17.30		\$17,369
Commercial Electric Meter Installation (9S, 12S, 16S/15S meters)	369	each	\$33.40	\$ -	\$33.40		\$12,325

Total Meter Installation

\$29,694

Shipping Calculation

Shipping at 4% of Total Hardware						INCLUDED ABOVE
Shipping Total						\$0.00

Grand Total for Purchase Order (as quoted)

\$371,930.76

Unit Surcharges shown above are due to increased cost of labor and materials, including plastics, resins, metals, printed circuit boards, microcontrollers, display drivers, additional circuit-level components, and packaging materials that will be applied to the production of these units by Itron, Honeywell, and NEOTech and passed on to Eaton.

This bid contains confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton. Unprotected information is identified herein with yellow highlighting. Anything not highlighted in yellow shall be assumed protected.

This quotation and all the information contained in it are considered to be the confidential information of Eaton and shall not be disclosed to any third party without the express written consent of Eaton, which consent shall be within the sole discretion of Eaton. Quotation and line item pricing is valid through December 15, 2023 shipping prior to March 15, 2024.

RESOLUTION NO. 1-10-23 C

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CANNON TECHNOLOGIES, INC. (D/B/A/ EATON CORPORATION) FOR AN ELECTRIC AMI SYSTEM; AMENDING THE 2023 BUDGET UTILIZING SCR RESERVES; APPROVING A SCR RESERVE REPAYMENT PLAN; AND FOR OTHER PURPOSES.

WHEREAS, in 2020 the City was informed that Mueller Systems, Inc. would no longer support or supply electric meter infrastructure associated with the current AMI system;

WHEREAS, Eaton Corporation was selected using the City's RFP process; and

WHEREAS, utility fund stabilization and contingency reserves (SCR) are needed to fund this purchase and will be replenished pursuant to the attached repayment plan.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Eaton Corporation, in the amount of five million two hundred seventy-nine thousand one hundred seventy dollars and twenty-nine cents (\$5,279,170.29), for the purchase of a new AMI system for electric infrastructure;

Section 2: The 2023 Budget is amended to appropriate monies from utility fund SCR as shown below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	39091	Use of Reserves	\$ 5,486,970.29	
503010	47310	Improvements Other than Building		\$ 5,279,170.29
503010	47310	Improvements Other than Building		\$ 10,000.00
503010	43410	Professional Services/Other		\$ 197,800.00
Totals			\$ 5,486,970.29	\$ 5,486,970.29
Net Impact on Fund Balance			\$	-

Section 3: Utility fund SCR monies shall be replenished as shown in the attached Exhibit "A";

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this 10 day of JANUARY, 2023

Attest:


KIRBY ROMINES, City Clerk

APPROVED:


STEPHANIE ORMAN, Mayor



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
A CHANGE ORDER TO THE AGREEMENT WITH CANNON TECHNOLOGIES
(EATON) FOR THE FOR THE PURCHASE OF ADDITIONAL METERS; APPROVING
A BUDGET ADJUSTMENT IN THE AMOUNT OF THREE HUNDRED SEVENTY-ONE
THOUSAND NINE HUNDRED THIRTY DOLLARS AND SEVENTY-SIX CENTS
(\$371,930.76) FROM UTILITY FUND RESERVES TO ACCOUNT# 503010-47310 –
IMPROVEMENTS OTHER - ELECTRIC; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville Electric Utilities Department entered into an agreement with Cannon Technologies (Eaton) for the purchase of meters related to the AMI Project;

WHEREAS, a change order is required to cover additional meters due to new development; and

WHEREAS, a budget adjustment in the amount of three hundred seventy-one thousand nine hundred thirty dollars and seventy-six cents (\$371,930.76) from Utility Fund Reserves to Account# 503010-47310 – Improvements Other - Electric will fund this change order.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into a change order to the agreement with Cannon Technologies (Eaton), to purchase additional meters;

Section 2: A budget adjustment in the amount three hundred seventy-one thousand nine hundred thirty dollars and seventy-six cents (\$371,930.76) from Utility Fund Reserves to Account# 503010-47310 – Improvements Other - Electric should be and the same is hereby approved to fund this change order;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



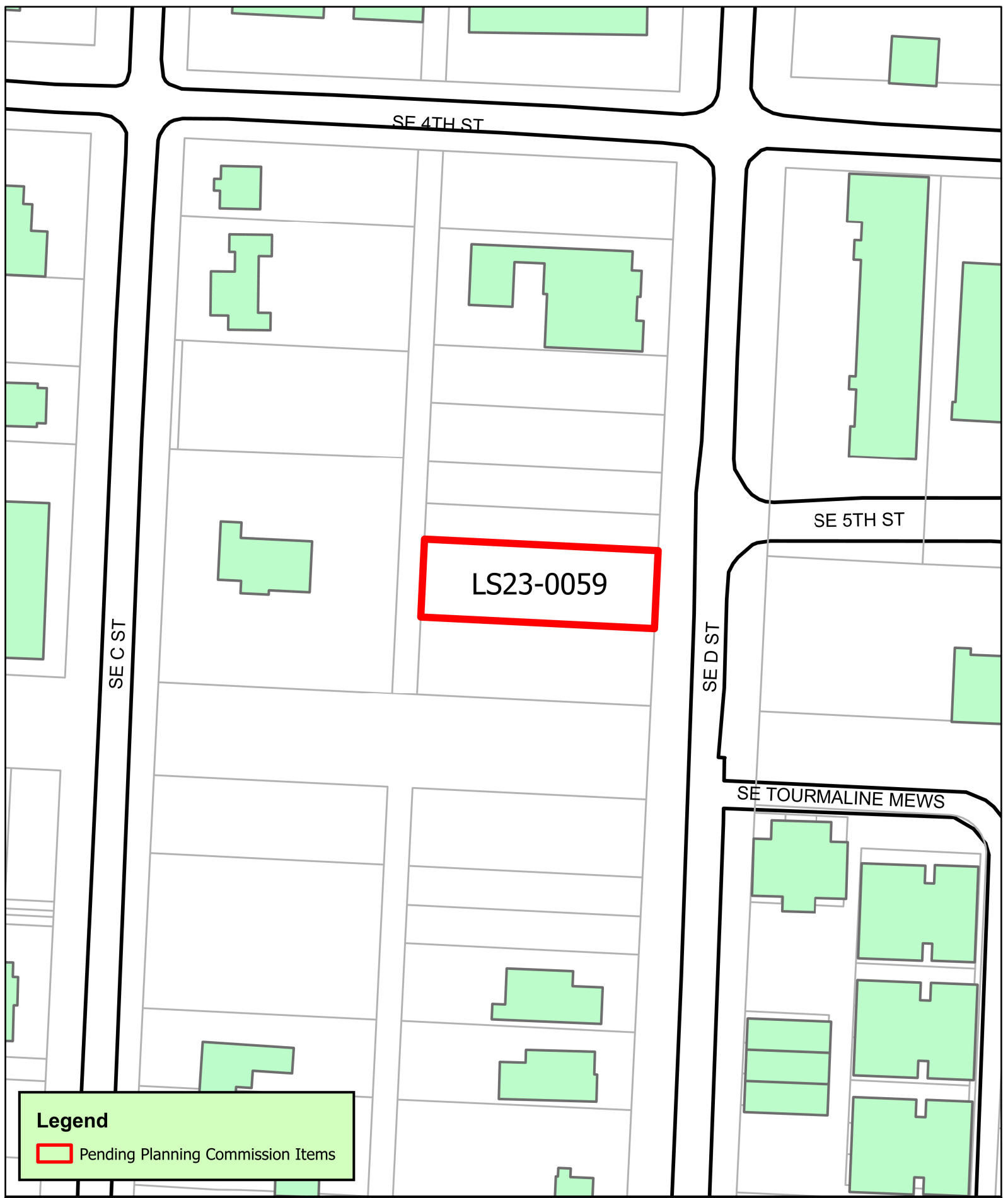
Consent Agenda Item

For the Planning Commission meeting on January 9, 2024

Details

Lot Split: Lots 26 & 27, Block H, Orchard Addition, Hunter Wright Development Group, LLC, 428 Southeast D Street, DN-2, Downtown Medium Density Residential, *LS23-0059*

A lot split of existing Lot 12, Block H, Orchard Addition, creating new Lots 26 & 27, Block H, Orchard Addition and dedicating a 15-foot wide utility easement from the front property boundary of both new lots along their frontage of SE D Street. Adequate right of way currently exists along SE D Street to meet the requirements of the 2021 Master Street Plan.

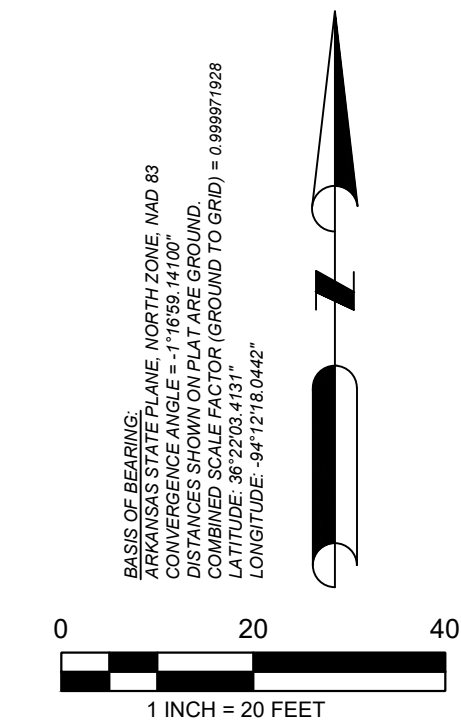


LS23-0059

LS23-0059 10/31/2023
Lot Split
Orchard Addition Lot 12
Parcel 02-22673-000



1:932



Legend of Symbols & Abbreviations

- BOUNDARY LINE
- CENTERLINE OF ROAD (C/L)
- RIGHT-OF-WAY (R/W)
- FENCE
- UTILITY EASEMENT (U.E.)
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR & CAP
- POWER POLE
- TELEPHONE PEDESTAL
- WATER METER
- ELECTRICAL BOX
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE
- M.S.P. MASTER STREET PLAN

Zoning & Setbacks

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

Owner/Developer

HUNTER WRIGHT DEVELOPMENT GROUP LLC
PO BOX 1994
BENTONVILLE AR 72712

Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

BEFORE DIGGING IN THIS AREA,
CALL "ONE CALL" 811 FOR FIELD
LOCATIONS (REQUEST FOR
GROUND MARKINGS) OF
UNDERGROUND UTILITY LINES



Survey Description

LOT 12 (RECORD DESCRIPTION)

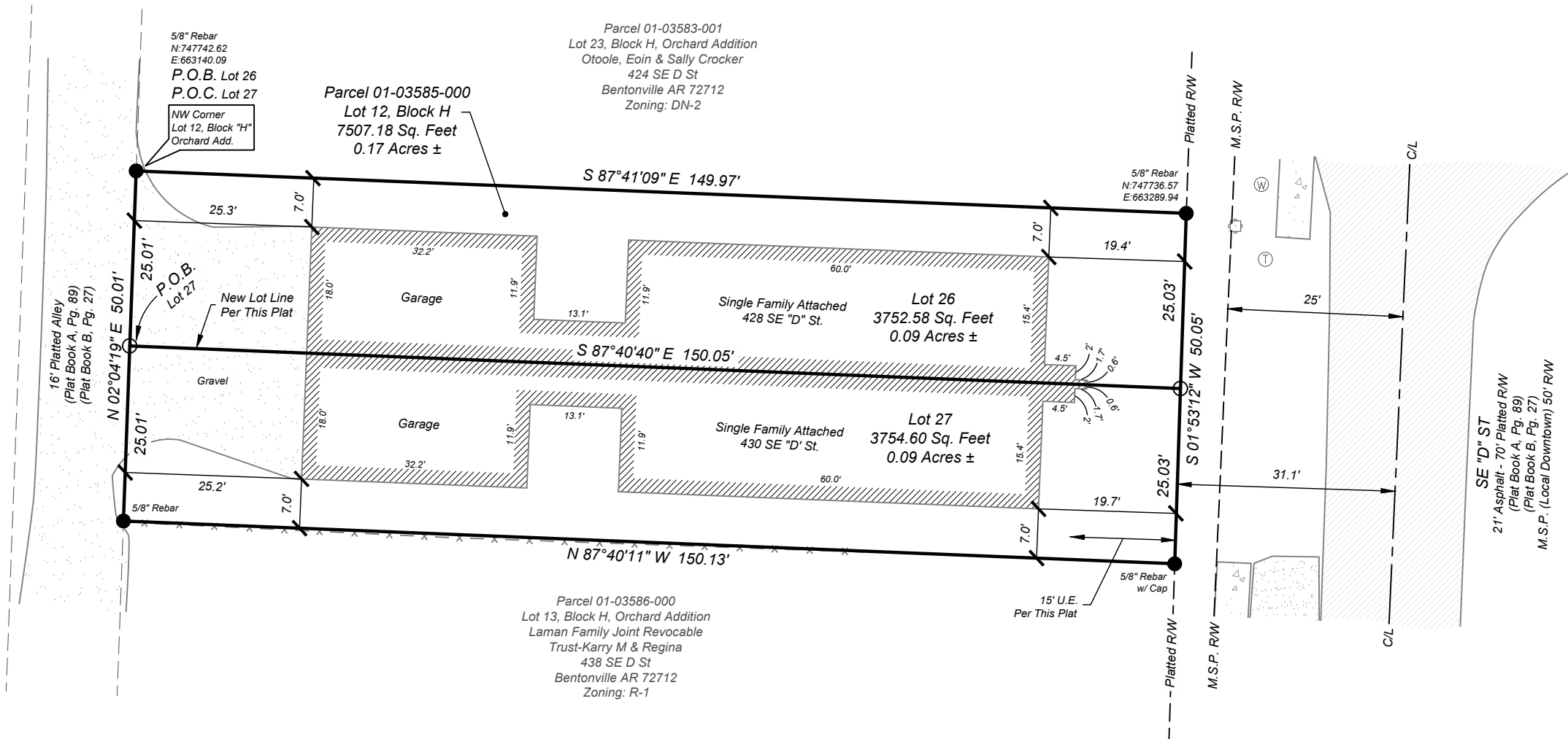
LOT 9, BLOCK "H", ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK B AT PAGE 9 AND IN PLAT BOOK A AT PAGE 89.

NEW LOT 26

A PART OF LOT 12, BLOCK "H", ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING 5/8" REBAR FOR THE NORTHWEST CORNER OF SAID LOT 12, AND RUNNING THENCE S87°41'09"E 149.97' TO AN EXISTING 5/8" REBAR, THENCE S01°53'12"W 25.03' TO A SET 1/2" REBAR, THENCE N87°40'40"W 150.05' TO A SET 1/2" REBAR, THENCE N02°04'19"E 25.01' TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 27

A PART OF LOT 12, BLOCK "H", ORCHARD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN EXISTING 5/8" REBAR FOR THE NORTHWEST CORNER OF SAID LOT 12, AND RUNNING THENCE S02°04'19"W 25.01' TO A SET 1/2" REBAR FOR THE POINT OF BEGINNING, THENCE S87°40'40"E 150.05' TO A SET 12" REBAR, THENCE S01°53'12"W 25.03' TO AN EXISTING 5/8" REBAR, THENCE N87°40'11"W 150.13' TO AN EXISTING 5/8" REBAR, THENCE N02°04'19"E 25.01' TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.



Miscellaneous Notes

STATE RECORDING NUMBER:
500-20N-30W-0-32-430-04-1873

COMPLETED FIELD WORK:
OCTOBER 24, 2023

REFERENCE DOCUMENTS:

- WARRANTY DEED FILED AS INSTRUMENT NO. L202182289.
- SUBDIVISION PLAT FILED IN PLAT BOOK A AT PAGE 89.
- SUBDIVISION PLAT FILED IN PLAT BOOK B AT PAGE 27.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 06/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT INSURANCE.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNERS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

THE PROPOSED USE IS SINGLE-FAMILY DETACHED.

HOUSE DIMENSIONS ARE MEASURED TO OUTSIDE OF FRAMING.

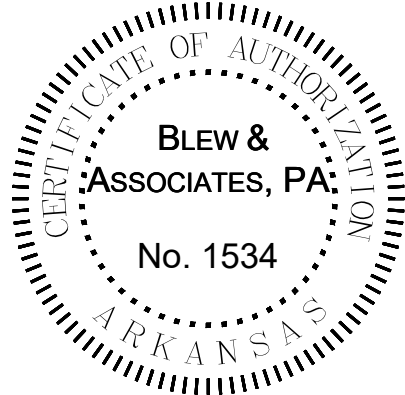
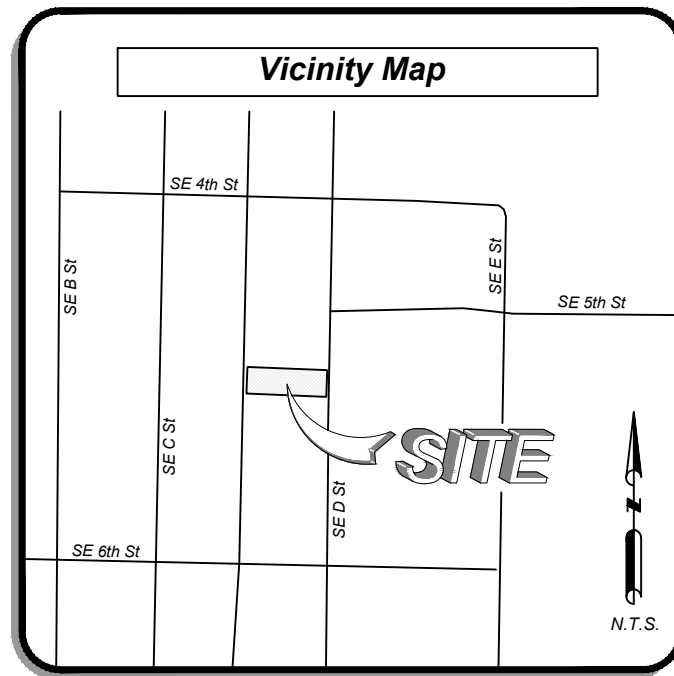
DATE	REVISION
11-28-23	PER CITY COMMENTS
12-27-23	PER CITY COMMENTS

LOT SPLIT

Lot 12, Block H

Orchard Addition

Creating New Lot's 26 & 27



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 27TH DAY OF OCTOBER, 2023.



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

FROM: BLEW & ASSOCIATES, PA CIVIL ENGINEERS & LAND SURVEYORS 3825 N. SHILOH DRIVE FAYETTEVILLE, ARKANSAS 72703 OFFICE: 479.443.4506 FAX: 479.582.1883 www.BLEWINC.com Certificate of Authorization No 1534		
DRAWN BY & DATE: M.B. 10-27-2023	REVIEWED BY: W.L.	SURVEYED BY: J.W.
COUNTY & STATE: BENTON COUNTY, ARKANSAS	JOB NUMBER: 23-7375	
LOCATION: ORCHARD ADDITION		
FOR THE USE AND BENEFIT OF: HUNTER WRIGHT DEVELOPMENT GROUP LLC		

LS23-0059

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 12, BLOCK H, OF ORCHARD
ADDITION CREATING NEW LOTS 26 & 27, BLOCK H, OF ORCHARD ADDITION
TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS23-0059)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 12, BLOCK H OF ORCHARD ADDITION creating new LOTS 26 & 27, BLOCK H, OF ORCHARD ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 2, 2024;

WHEREAS, said lot split is attached hereto as Exhibit “A”;

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 LOT 12, BLOCK H, OF ORCHARD ADDITION creating new LOTS 26 & 27, BLOCK H, OF ORCHARD 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;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



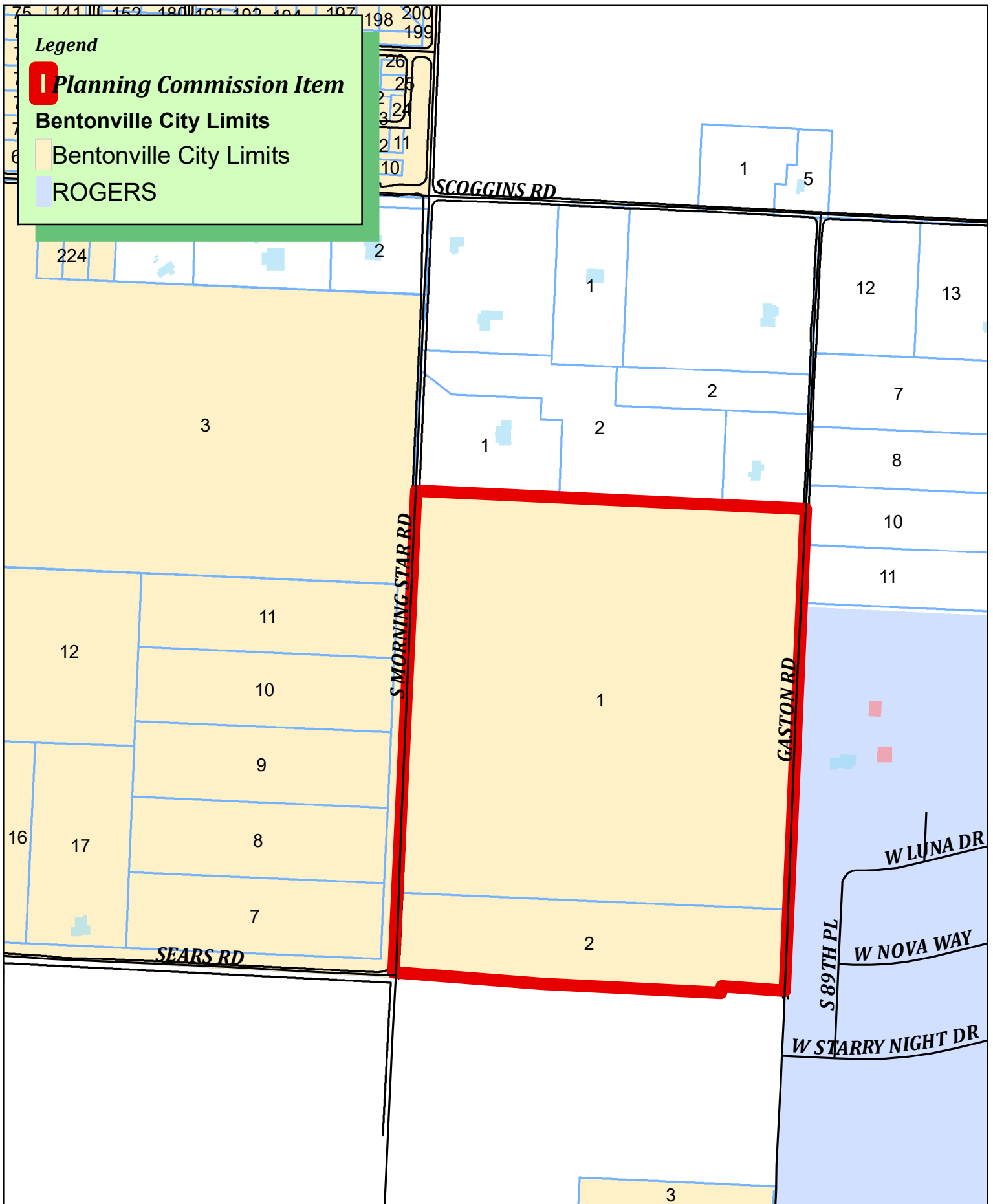
Consent Agenda Item

For the Planning Commission meeting on January 9, 2024

Details

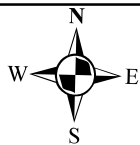
Lot Split: Lots 3, 4, 5, and 6 of Morningstar Subdivision, D R Horton - NW Arkansas LLC, South Morningstar Road, R-1, Low-Density Single Family Residential, *LS23-0061*

A lot split of existing Lots 1 and 2 of Morningstar Subdivision, creating new Lots 3, 4, 5, and 6 of Morningstar Subdivision. Per the requirements of the Master Street Plan, the plat dedicates right-of-way and also dedicates drainage easements to serve the newly created lots.



Legend

- Planning Commission Item
- Bentonville City Limits
- ROGERS

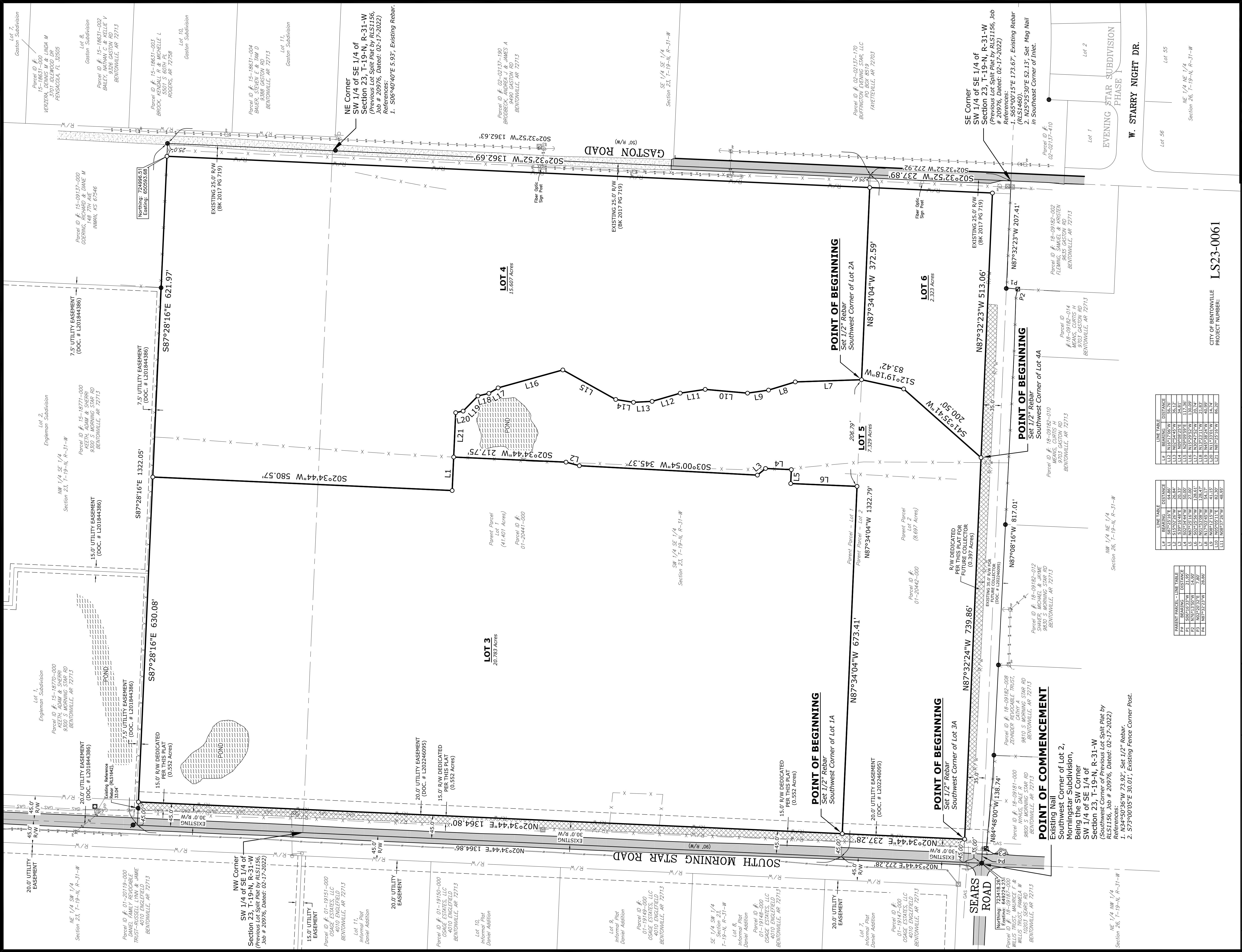


LS23-0061
Morningstar Lot Split
Morningstar Subdivision Lots 1, 2



BEING A REPLAT OF LOTS 1 & 2,
MORNINGSTAR SUBDIVISION,
AN ADDITION TO THE CITY OF
BENTONVILLE, BENTON COUNTY, ARKANSAS.

36 of 258



BY:

REVISIONS

DATE

LEGEND

○ = SET 1/2"x18" REBAR

● = EXISTING IRON PIN

⊙ = SET IR/SPIKE

⊗ = EXISTING RB/SPIKE

⊠ = SET MAG NAIL

⬢ = EXISTING STONE

⬢ = EXISTING MONUMENT

⬢ = EXISTING FENCE

⬢ = EXISTING FENCE POST

— = OVER HEAD POWER LINE

⊕ = POWER POLE

⊕ = MAN HOLE

⊕ = WATER METER

⊕ = ELECTRIC/TELEPHONE PEDESTAL

⊕ = GAS METER

⊕ = LIGHT POLE

⊕ = FIBER OPTIC POST

BENTONVILLE, BENTON COUNTY, ARKANSAS

LOT SPLIT

MORNINGSTAR SUBDIVISION,

LOTS 3, 4, 5, AND 6

REPLAT OF MORNINGSTAR SUBDIVISION, LOTS 1 & 2

FOR USE BY:

D.R. HORTON - NW ARKANSAS, LLC

DATE: 12-8-2023

JOB NO: 23-09-27

SHEET 2 OF 2

SCALE: 1" = 80'

ANDERSON SURVEYING INC.

Arkansas -- Oklahoma

P.O. Box 129

Van Buren, AR 72957

(479) 474-4247

Fax (479) 410-5333

e-mail: tony@and-survey.com

PRELIMINARY

CA 1691 Expires 12/31/2023

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1 AND 2 OF
MORNINGSTAR SUBDIVISION CREATING NEW LOTS 3-6 OF MORNINGSTAR
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER
PURPOSES.**

(PROJECT NUMBER: LS23-0061)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 1 AND 2 OF MORNINGSTAR SUBDIVISION creating new LOTS 3-6 OF MORNINGSTAR SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 2, 2024;

WHEREAS, said lot split is attached hereto as Exhibit “A”;

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 1 AND 2 OF MORNINGSTAR SUBDIVISION creating new LOTS 3-6 OF MORNINGSTAR SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



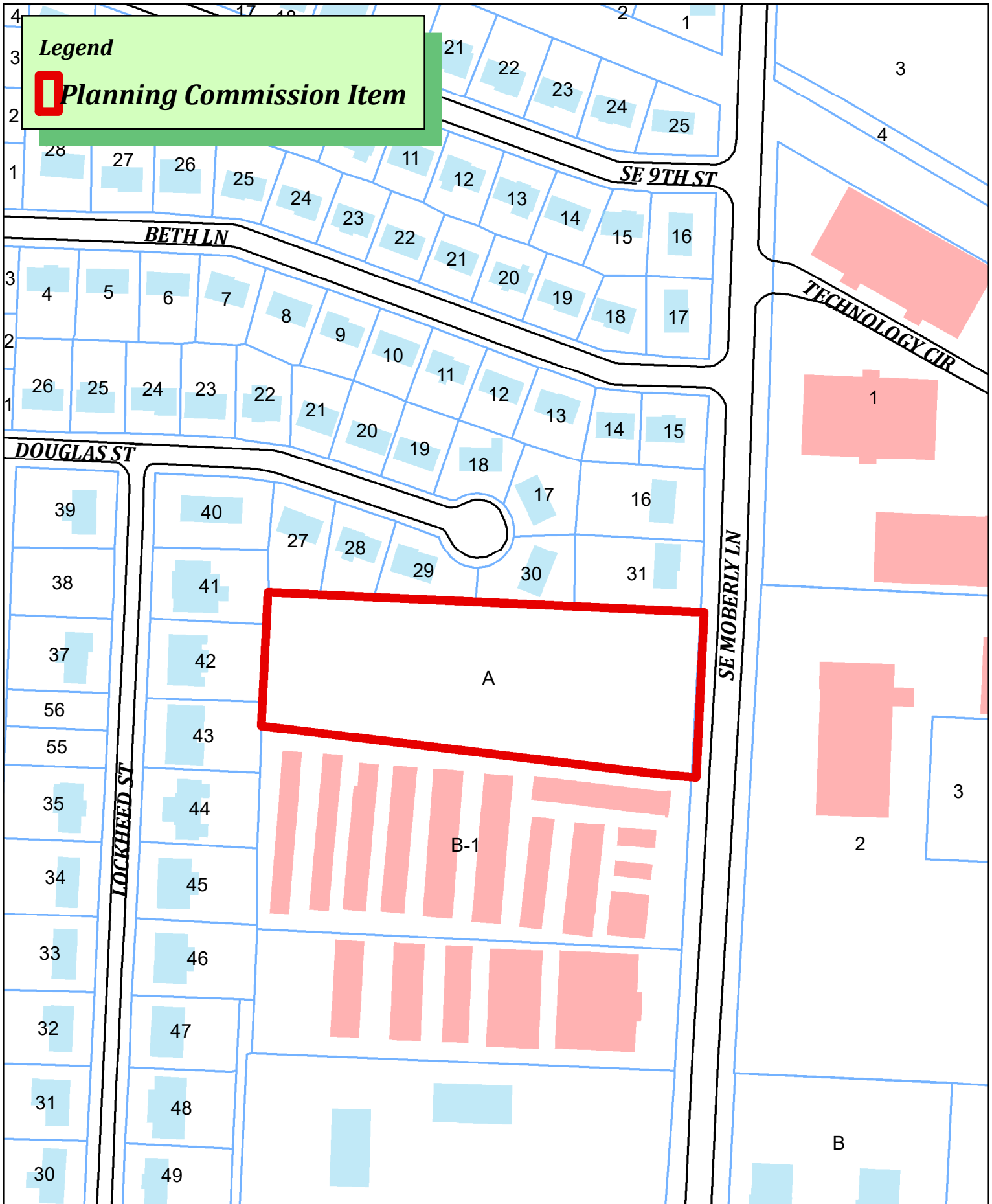
Consent Agenda Item

For the Planning Commission meeting on January 9, 2024

Details

Lot Split: Lot 1 of Alexander's Addition, Southwestern Electric Power Company, 1100 Southeast Moberly Lane, C-2, General Commercial, PLA23-0029

A lot split of Tract A of Alexander Addition, creating new Lot 1 of Alexander Addition. Per the requirements of the Master Street Plan, the plat dedicates right-of-way along Southeast Moberly Lane.



PLA23-0029
SW Electric Power
1100 SE Moberly Ln





- P— AEP PROPERTY LINE
- AEP PROPERTY LINE AFTER R.O.W. DEDICATION
- ||— EXISTING EDGE OF ASPHALT
- 1325— EXISTING 5' CONTOUR LINE
- 1326— EXISTING 1' CONTOUR LINE

- ⊕ BENCHMARK
- PROPERTY CORNER
- 1/2" IRON ROD SET W/ PLASTIC CAP STAMPED "CA 1912" UNLESS OTHERWISE NOTED
- FOUND MONUMENTATION
- ⊙ UNMONUMENTED POINT
- POC PLACE OF COMMENCEMENT
- POB PLACE OF BEGINNING
- ⊗ EXISTING TRANSMISSION STRUCTURE
- EXISTING POWER POLE
- _{SP} EXISTING SERVICE POLE

- ← EXISTING GUY WIRE
- EXISTING SIGN
- ⊗ EXISTING STORM SEWER MANHOLE
- ⊗ EXISTING WATER VALVE
- ⊗ EXISTING WATER METER
- ⊗ EXISTING FIRE HYDRANT
- ⊗ EXISTING GAS METER
- ⊗ EXISTING TELEPHONE PEDESTAL
- ⊗ EXISTING CLEANOUT
- ⊗ EXISTING COMMUNICATION BOX

CERTIFICATE OF OWNERSHIP.

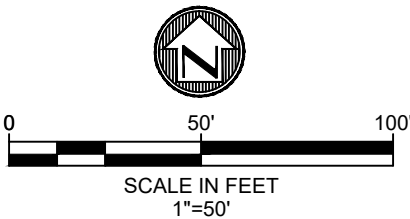
WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED: _____

NAME AND ADDRESS: _____

PRINT NAME: _____



CERTIFICATE OF SURVEYING ACCURACY.

I, KENNETH E. HAUKE, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLANS HAVE BEEN MET.

DATE OF EXECUTION: _____

SIGNED: _____

REGISTERED LAND SURVEYOR

NO. _____

STATE OF ARKANSAS

CERTIFICATE OF APPROVAL.

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____

BENTONVILLE PLANNING

COMMISSION CHAIRMAN

SIGNED: _____

MAYOR, CITY OF BENTONVILLE

SIGNED: _____

CITY CLERK, CITY OF BENTONVILLE

APPROVED WAIVERS:

- WAIVER #1: ARTICLE 1200, OFFSITE IMPROVEMENTS, SECTION 1200.02(B)
PLANNING COMMISSION APPROVAL 05/16/2023
- WAIVER #2: ARTICLE 1100, DEVELOPMENT STANDARDS SECTION 110.2(A.6)
PLANNING COMMISSION APPROVAL 05/16/2023



TRACT A
CDS JOB NO. 122007
BEARING BASIS: GRID NORTH
COORDINATE SYSTEM: ARKANSAS STATE PLANE,
NAD83 (2011), ZONE 3226

ALL DISTANCES SHOWN ARE SURFACE(GRID).
(GRID X 1.00003 = SURFACE)

THIS EXHIBIT REPRESENTS A BOUNDARY SURVEY ONLY. EASEMENTS SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY. NO ADDITIONAL EASEMENTS WERE RESEARCHED BY CDSMUERY.

NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

BM 2
CHISELED SQUARE IN CONCRETE
NORTHING: 744719.63
EASTING: 669444.53
ELEVATION: 1326.80'

LEGAL DESCRIPTION:

ORIGINAL DESCRIPTION GENERAL WARRANTY DEED L202176853. TRACT A, REVISED ALEXANDER'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD A15 AT PAGE 240.

BEING MORE PARTICULARLY DESCRIBED AS: A TRACT OF LAND LYING IN AND BEING A PART OF THE NORTH HALF (N/2) OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWENTY (20) NORTH, RANGE THIRTY (30) WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID N/2 SW/4 SW/4; THENCE NORTH 02°38'47" EAST A DISTANCE OF 402.00 FEET; THENCE NORTH 87°21'33" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT A AND THE POINT OF BEGINNING; THENCE NORTH 85°22'36" WEST, ALONG THE SOUTH LINE OF TRACT A, REVISED ALEXANDER'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD A15 AT PAGE 240, A DISTANCE OF 50.08 FEET; THENCE NORTH 83°06'09" WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 536.47 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A; THENCE NORTH 02°51'38" EAST, ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 179.49 FEET TO THE NORTHWEST CORNER OF SAID TRACT A; THENCE SOUTH 87°21'33" EAST, ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 585.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT A; THENCE SOUTH 02°38'47" WEST, ALONG THE EAST LINE OF SAID TRACT A, A DISTANCE OF 221.50 FEET TO THE POINT OF BEGINNING.

NOTES:

- THIS PROPERTY CAN BE FOUND ON FLOOD INSURANCE RATE MAP #05007C0260K (EFFECTIVE JUNE 5, 2012). PROPERTY IS LOCATED WITHIN ZONE X (AREA OF MINIMAL FLOOD HAZARD).
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE.

NO	DATE	REVISION DESCRIPTION	DR	ENG	CK
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LINE	BEARING	DISTANCE
L1	N02°38'37"E	402.00'
L2	N87°21'33"W	30.00'

LOT SPLIT OF EXISTING TRACT A CREATING A NEW LOT: LOT 1 OF ALEXANDER ADDITION			
CITY OF BENTONVILLE		ARKANSAS	
REPLAT OF TRACT A, REVISED ALEXANDER'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS. BEING A PART OF THE N/2 OF THE SW/4 OF THE SW/4 OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS			
PROPOSED USE: ELECTRICAL SUBSTATION	ATLAS PAGE: 13	ZONE: C-2	
SCALE: 1" = 60'	DR: J. WITT	ENG: B. CROWELL	CH: B. CROWELL
	WO#: T10330037002	APPD: B. CROWELL	DATE: 11/03/2023
	1 RIVERSIDE PLAZA COLUMBUS, OH 43215 +1 (888) 216-3523	SHEET NO. 1 OF 1	PRJCT #: PLA23-0029

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF TRACT A OF ALEXANDER
ADDITION CREATING NEW LOT 1 OF ALEXANDER ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: PLA23-0029)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of TRACT A OF ALEXANDER ADDITION creating new LOT 1 OF ALEXANDER ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 2, 2024;

WHEREAS, said lot split is attached hereto as Exhibit “A”;

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 TRACT A OF ALEXANDER ADDITION creating new LOT 1 OF ALEXANDER 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;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Consent Agenda Item

For the Planning Commission meeting on January 9, 2024

Details

Lot Split: Lots 37 of Clark's Addition, D R Horton - Wood Family Trust, 308 Southwest E Street, DN-1, Downtown Low Density Residential, PLA23-0030

A lot split of the south half of existing Lot 18 of Clark's Addition, creating new Lot 37 of Clark's Addition. Per the requirements of the Master Street Plan, the plat dedicates right-of-way along Southwest Glover Street and Southwest 4th Street and also dedicates a 15 feet utility easement to serve the newly created lot.



Legend

 Planning Commission Items

 1:725

PLA23-0030 12/1/2023
Wood Family Trust PLA at 308 SW E Street
Parcel 01-01704-000

Page  24

ADJACENT LAND OWNERS

1) PINTO, JOHN DAVID
& ROHRBACH, JACQUELINE
306 SW E ST
BENTONVILLE, AR 72712
PARCEL #01-01703-000
N 1/2 LOT 18, CLARK'S ADDITION
ZONED: R-1
2) JOHNSON TRUST, ANDY & NOEL
305 SW E ST
BENTONVILLE, AR 72712
PARCEL #01-01770-000
LOTS 6, 7 & PT. 10, BLOCK 5
CLARKS 2ND ADDITION
ZONED: R-1
3) RICHARDS, JOSHUA DAVID & AMBER
307 SW E ST
BENTONVILLE, AR 72712
PARCEL #01-01772-000
LOT 13, BLOCK 5
CLARKS 2ND ADDITION
ZONED: R-1
4) KINYON REVOCABLE TRUST,
ALLEN & VEDA
14110 AR 102 HWY
GRAVETTE, AR 72736
PARCEL #01-01814-000
LOTS 1 & 2, BLOCK 1
COFFELT ADDITION
ZONED: R-1
5) MINES, WILLIAM J
400 SW E ST
BENTONVILLE, AR 72712
PARCEL #01-01818-000
LOT 1, BLOCK 2
COFFELT ADDITION
ZONED: R-1
6) SCHNUR JOINT REVOCABLE TRUST,
EVAN & JESICA
605 SW 4TH ST
BENTONVILLE, AR 72712
PARCEL #01-02510-001
LOT 20
FAIRCLOE BLOCK ADDITION
ZONED: R-1
7) NATURES WONDERS INC
217 GREYSTONE DR
HOLLISTER, MO 65672
PARCEL #01-01681-000
LOT 23
CLARKS ADDITION
ZONED: R-1

FIELD WORK:
JULY 17, 18, 25, & AUGUST 2, 2023

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(2011) HORIZONTAL DATUM

PROPERTY ZONED:
DN-1

BUILDING SETBACK NOTE:
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS
STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING
CODE. FOR MORE INFO VISIT www.bentonvilleplanning.com OR CALL
THE PLANNING DEPARTMENT @ 479-271-3122

REFERENCE DOCUMENTS:
1) QUITCLAIM DEED FILED IN BOOK L2019 AT PAGE 37863
2) PLAT OF SURVEY FILED IN BOOK 2010 AT PAGE 82
3) PLAT OF SURVEY FILED IN BOOK Y AT PAGE 74
4) PLAT OF SURVEY FILED IN BOOK L2023 AT PAGE 28111
5) PLAT OF SURVEY FILED IN BOOK 11 AT PAGE 293
6) FINAL PLAT OF CLARK'S ADDITION FILED IN BOOK L AT PAGE 166
7) PLAT OF SURVEY FILED IN BOOK 2014 AT PAGE 506
8) PLAT OF SURVEY FILED IN BOOK 2017 AT PAGE 503
9) PLAT OF SURVEY FILED IN BOOK 13 AT PAGE 362
10) PLAT OF SURVEY FILED IN BOOK 23 AT PAGE 107
11) PLAT OF SURVEY FILED IN BOOK 27 AT PAGE 147

ATLAS PAGE:
403B

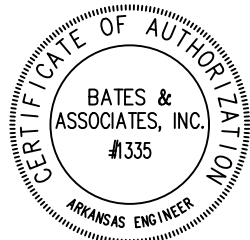
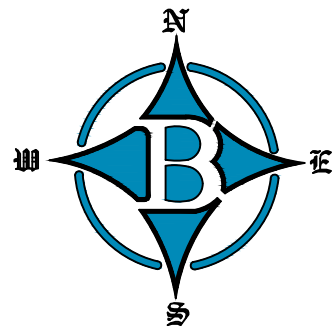
PROPERTY OWNER / DEVELOPER:
WOOD FAMILY TRUST
BOOBY SHANNON & JENNIFER PAIGE
2525 OCEAN BLVD UNIT 2H
CORONA DEL MAR, CA 92625

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN
FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE
NATIONAL FLOOD INSURANCE PROGRAM FLOOD
INSURANCE RATE MAP FOR BENTON COUNTY,
ARKANSAS
(FIRM PANEL #05007C0255K. DATED 06/05/2012)

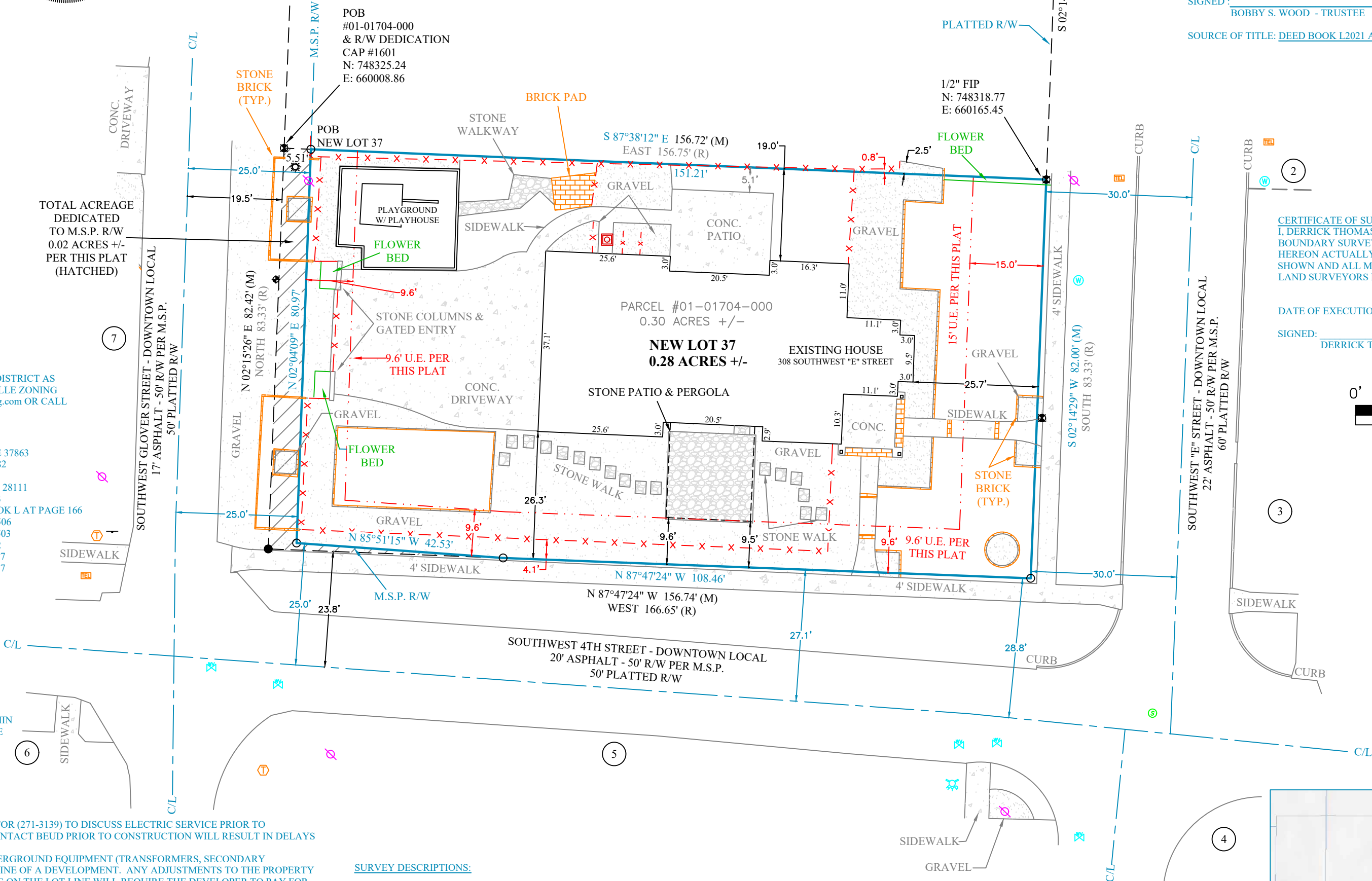
BEUD NOTES:
1. OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO
BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS
TO GET ELECTRIC SERVICE.
2. BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY
PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY
LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR
THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
3. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
4. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @
479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
5. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF
EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE
AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.

PLAT NOTES:
1. SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.
2. THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND
APPURTENANCES, GIS, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES. NOT ALL UTILITY
COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES
APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO
DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON
THIS PLAT.
3. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
4. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER,
SEWER AND ELECTRIC SERVICE.
5. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN
RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
6. THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
7. THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT.
8. RECORD (R) BEARINGS & DISTANCES ARE SHOWN PER THE FINAL PLAT OF J.W. CLARK'S ADDITION (L-166).
9. THIS SURVEY RELIES UPON THE WORK SHOWN ON A PLAT OF THE NORTH HALF OF LOT 18 OF J.W. CLARK'S ADDITION
PREPARED BY RONALD RIDOUT FILED IN BOOK 11 AT PAGE 293.

LOT SPLIT OF THE SOUTH HALF OF LOT 18 OF CLARK'S ADDITION CREATING NEW LOT 37



TOTAL ACREAGE
DEDICATED
TO M.S.P. R/W
0.02 ACRES +/-
PER THIS PLAT
(HATCHED)



SURVEY DESCRIPTIONS:

PARCEL #01-01704-000:
THE SOUTH HALF OF LOT 18, CLARK'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "L" AT PAGE 166, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 18 AND RUNNING THENCE S87°38'12"E 5.51' TO AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 18 AND RUNNING THENCE S87°38'12"E 156.72' TO AN EXISTING REBAR, THENCE S02°14'29"W 82.00' TO THE POINT OF BEGINNING, CONTAINING 0.30 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION IN SOUTHWEST GLOVER STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE, SUBJECT TO THAT PORTION IN SOUTHWEST 4TH STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT, AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 37:
A PART OF THE SOUTH HALF OF LOT 18, CLARK'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "L" AT PAGE 166, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE EAST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHWEST GLOVER STREET WHICH IS S02°15'26"W 82.50' AND S87°38'12"E 5.51' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 18 AND RUNNING THENCE S87°38'12"E 156.72' TO AN EXISTING REBAR, THENCE S02°14'29"W 82.00' TO THE POINT OF BEGINNING, CONTAINING 0.28 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION IN SOUTHWEST GLOVER STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE, SUBJECT TO THAT PORTION IN SOUTHWEST 4TH STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT, AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

R/W DEDICATION:
A PART OF THE SOUTH HALF OF LOT 18, CLARK'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "L" AT PAGE 166, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR WHICH IS S02°15'26"W 82.50' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 18 AND RUNNING THENCE S87°38'12"E 5.51' TO THE EAST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHWEST GLOVER STREET, THENCE ALONG SAID RIGHT-OF-WAY S02°04'09"W 80.97' TO THE INTERSECTION OF SAID EAST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHWEST GLOVER STREET AND THE NORTH MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHWEST 4TH STREET, THENCE LEAVING SAID EAST MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHWEST GLOVER STREET AND ALONG SAID NORTH MASTER STREET PLAN RIGHT-OF-WAY OF SOUTHWEST 4TH STREET S85°51'15"E 42.53', THENCE LEAVING SAID RIGHT-OF-WAY N87°47'24"W 48.28', THENCE N02°15'26"E 82.42' TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATE OF APPROVAL:
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND
APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS
HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED: _____
MAYOR, CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

OWNER'S CERTIFICATION:
WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN,
DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO
HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT
AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES,
EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

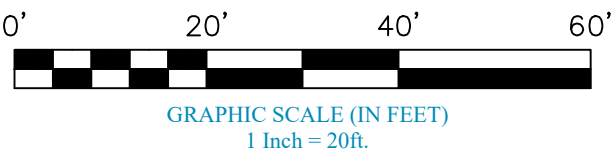
SIGNED: _____
BOBBY S. WOOD - TRUSTEE JENNIFER P. WOOD - TRUSTEE

SOURCE OF TITLE: [DEED BOOK L2021 AT PAGE 37863](#)

CERTIFICATE OF SURVEYING ACCURACY:
I, DERRICK THOMAS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A
BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN
HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY
SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR
LAND SURVEYS HAVE BEEN MET.

DATE OF EXECUTION: _____

SIGNED: _____
DERRICK THOMAS - REGISTERED LAND SURVEYOR NO. 1642 - STATE OF ARKANSAS

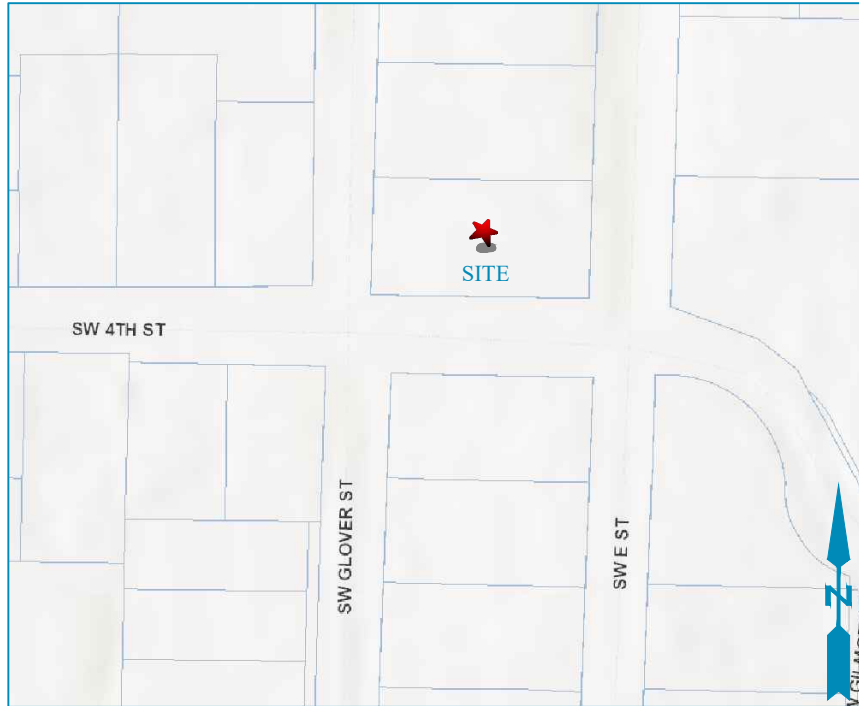


I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 2ND DAY OF AUGUST, 2023.



IF THE SIGNATURE ON THIS SEAL IS NOT AN
ORIGINAL AND NOT BLUE IN COLOR
THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY
HAVE BEEN ALTERED. THE ABOVE CERTIFICATION
SHALL NOT APPLY TO ANY COPY THAT DOES NOT
BEAR AN ORIGINAL SEAL AND SIGNATURE.

VICINITY MAP



VICINITY MAP NOT TO SCALE

CITY OF BENTONVILLE PROJECT #PLA23-0030

RECORDING NUMBER/DATE

REVISION	DATE	REVISED PER 1ST SUBMITTAL COMMENTS	REVISED PER 2ND SUBMITTAL COMMENTS
	12-7-23		
	12-27-23		

BOUNDARY LINE (MEASURED)
TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
FENCE
BOUNDARY LINE (EXISTING)

AC CONDENSER UNIT
SANTARIY SEWER MH
CLEANOUT
POWER POLE
SIGN
TELEPHONE VAULT
KEY PAD

LEGEND:
THESE STANDARD SYMBOLS WILL
BE FOUND IN THE DRAWING.
(R) RECORD BEARING & DISTANCE
(M) MEASURED BEARING & DISTANCE
(●) ROUNDED 5/8" REBAR
(○) ROUNDED 1/2" REBAR
(⊙) SET 5/8" REBAR CAP
(⊙) SET 1/2" REBAR CAP
(⊙) SATELLITE DISH
(⊙) WATER METER
(⊙) WATER VALVE
(⊙) FIRE HYDRANT

BATES
Engineers - Surveyors
7230 S. Pleasant Ridge Dr. • Fayetteville, Arkansas 72704 • 479.442.9550
BATES & ASSOCIATES, INC. Copyright 2023. All rights reserved. This drawing is the property of Bates & Associates, Inc. and is to be used only for the project and location specified. No part of this drawing may be reproduced without the written consent of Bates & Associates, Inc. Bates & Associates, Inc. does not warrant the accuracy of the information shown on this drawing. Bates & Associates, Inc. shall not be held responsible for any errors or omissions on this drawing. Bates & Associates, Inc. shall not be held responsible for any damages, losses, or liabilities for the consequences of the herein stated maps. Furthermore, the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.

FOR USE AND BENEFIT OF:

BURRIS ARCHITECTURE

ADDRESS:
308 SOUTHWEST E STREET
BENTONVILLE, ARKANSAS

DATE: 12/27/23
SCALE: 1"=20'
SURVEYED: []
DRAWN: []
LOCATION: SOUTH 1/2 LOT 18
REVIEWED: DT
CLARK'S ADDITION
SUBDIVISION
COA #1335

DRAWING #23-154 INC. SUB

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF THE SOUTH HALF OF LOT 18 OF
CLARK'S ADDITION CREATING NEW LOT 37 OF CLARK'S ADDITION TO THE
CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: PLA23-0030)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of THE SOUTH HALF OF LOT 18 OF CLARK'S ADDITION creating new LOT 37 OF CLARK'S ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 2, 2024;

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

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 THE SOUTH HALF OF LOT 18 OF CLARK'S ADDITION creating new LOT 37 OF CLARK'S 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;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Rezoning - Seggebruch, R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential, (RZ23-0085)

604 Southwest 5th Street

PC Date: 1/2/2024

Staff Report Details

Project Number	RZ23-0085
Applicant / Current Owner	Pensago, LLC
Site Area	+/- 0.44 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-3, Downtown High Density Residential
Current Future Land Use Map Designation	Medium Density Residential (MDR)
Requested Future Land Use Map Designation	High-Density Residential (HDR)
Development Type / Use	Townhomes
Related projects	N/A

Property Description

This property is located at 604 Southwest 5th Street. The property is currently zoned R-1, Low-Density Single Family Residential, and has a land use classification of Medium Density Residential. The property to the north is zone R-1, while the property to the east is zoned DN-2, and the two properties to the south and west are both zoned RC-2 which was replaced by the current DN-2 zoning district. All the adjacent properties fall within the Medium Density Residential (MDR) land use classification.

Project Details

N/A

Relationship to the General Plan / Projected Traffic Impact

The Future Land Use Plan currently shows this property as Medium-Density Residential (MDR), in which the proposed rezoning of DN-3 is NOT compatible. In addition to rezoning the property, the applicant also requests an amendment to the Future Land Use Plan to High-Density Residential (HDR).

Relationship to the General Plan / Projected Traffic Impact

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Whereas the requested Land Use Amendment of High-Density Residential areas includes apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

This property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

The requested DN-3 zoning designation is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district. This request is NOT consistent with the Future Land Use Map or the Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned DN-2, Downtown Medium-Density Residential or PRD, Planned Residential Development.

Conclusion

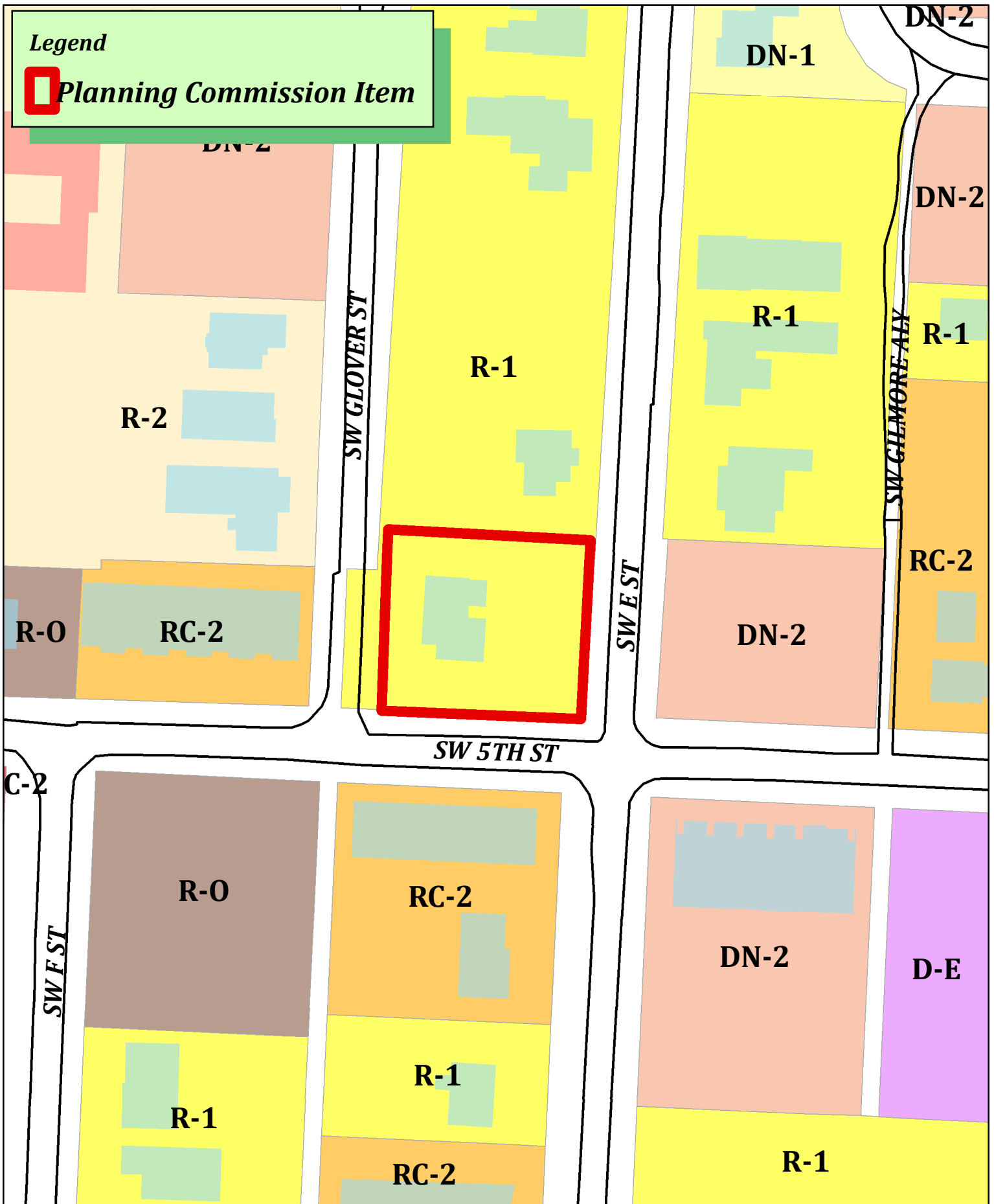
Additional Details

This rezoning request is NOT consistent with the Future Land Use Plan or the vision of growth and development for this area of the city. Staff does not support this rezoning request due to its incompatibility with the Future Land Use Plan and the Bentonville Community Plan. The applicant states in their narrative that they wish to construct townhomes at this location. Therefore, staff recommends the applicant consider changing their rezoning request to DN-2, Downtown Medium Density Residential or PRD, Planned Unit Development. Townhome units are allowed by right within the DN-2 zoning district at the end of blocks.

Legend



Planning Commission Item



RZ23-0085
April Townhomes
R-1 to DN-3



Property Rezoning Narrative

Address: 604 SW 5th Street, Bentonville AR 72712

Parcel ID: 01-02706-000

We are requesting rezoning from R-1 to DN3. Current use is a single-family home. Future intended use is 6 townhomes. Traffic is light and there is no current commercial signage. Not sure what to say on appearance and both water and sewer are available.

The reason we are requesting this rezoning is to allow for the development of townhomes on this parcel of land. Townhomes are allowed on block end parcels, which this parcel is. Additionally, the land to our direct west, direct south and diagonal east are all 4+ unit townhomes. The use of townhomes would not only fit nicely in this area of town, rather it is as if townhomes is the desired use.

RZ23-0085

RZ23-0036

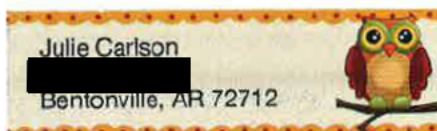
I/We have received notice of the public hearing for the rezoning of the above described property and:

☐ I / we have no objections to the rezoning.

☒ I / we object to the rezoning because:

For consistency of the neighborhood, the
lots across the street are DN-2. We would
support DN-2.

Signature and Physical Address



Signature and Physical Address

[Redacted] street

R723-0036
①

NOTICE OF INTENT TO REZONE

Pensago LLC

has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential

to

DN-3, Downtown High Density Residential

The legal description of the property is as follows:

Lot 1, Block 3, Gilmore's Addition, to the City of Bentonville, Arkansas, as shown on Plat Record A at page 37. Also a part of Coffelt's Addition, to the City of Bentonville, being a strip of land of equal width 27 feet wide North and South, lying South and adjacent to Lot 6, Block 2, Coffelt's Addition, to the City of Bentonville, Arkansas.

The common description of the property is: 604 SW 5th Street

The public hearing will be held January 2nd, 2024 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

- ☐ I / we have no objections to the rezoning.
☒ I / we object to the rezoning because:

This lot has been within the single family zone for a few years. We all
invest and build within this zone expecting the zoning not to swing
back again. The changes make for inconsistent zoning and DN-3 would not
[redacted] Street

Signature and Physical Address

Signature and Physical Address

fit the other rezonings that have happened downtown.

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY
RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY
RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ23-0085)**

WHEREAS, April Seggebruch duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 1, BLOCK 3, GILMORE'S ADDITION, TO THE CITY OF BENTONVILLE,
BENTON COUNTY ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGE 37.
ALSO, A PART OF COFFELT'S ADDITION, TO THE CITY OF BENTONVILLE,
BEING A STRIP OF LAND OF EQUAL WIDTH 27 FEET WIDE NORTH AND
SOUTH, LYING SOUTH AND ADJACENT TO LOT 6, BLOCK 2, COFFELT'S
ADDITION, TO THE CITY OF BENTONVILLE, ARKANSAS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 2, 2024 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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 zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/9/2024	Submitted By:	Stephanie Orman, Mayor
Phone:	(479) 271-5966	For Department(s):	Administration
Email:	sorman@bentonvillear.com		

Item Type (Check all that apply)

☒ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☐ Resolution	☒ Informational	

Title, Recommendation & Justification

Title:	Affordable Housing Discussion
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Bonnie Bridges

From: Stephanie Orman
Sent: Tuesday, December 26, 2023 5:26 PM
To: Bonnie Bridges; Camille Thompson
Subject: Fwd: FOIA Request - McAuley Place

Forwarding to legal to compile. Please let me know if you need anything else.

Sent from my iPhone

Begin forwarded message:

From: Joshua Standerfer [REDACTED]
Date: December 26, 2023 at 4:28:40 PM CST
To: Beckie Seba <bseba@bentonvillear.com>, Gayatri Agnew <gagnew@bentonvillear.com>, Cindy Acree <cacree@bentonvillear.com>, Chris Sooter <csooter@bentonvillear.com>, Aubrey Patterson <apatterson@bentonvillear.com>, Bill Burckart <bburckart@bentonvillear.com>, Holly Hook <hhook@bentonvillear.com>, Octavio Sanchez <OSanchez@bentonvillear.com>, Stephanie Orman <sorman@bentonvillear.com>
Cc: "John Ream" [REDACTED] "Raleigh Fisher" [REDACTED] [REDACTED] Corey Wiesner [REDACTED]
Subject: FOIA Request - McAuley Place

You don't often get email from jdstanderfer@yahoo.com. [Learn why this is important](#)

Mayor Orman and City Council members,

I am an Arkansas resident and have lived in Bentonville for seven years. Under the Arkansas Freedom of Information Act § 25-19-101 et seq., I request copies of any and all public records that mention, refer (directly or indirectly) or pertain to the development McAuley Place. This request includes any and all writings, studies, plans, contracts, bids, text messages, emails, or any kind of electronic messaging used by public employees pertaining to McAuley Place. By "public employee", I mean all employees of the City of Bentonville, not just elected officials.

I request a waiver of all fees in that the disclosure of the requested information is in the public interest and will contribute significantly to the public's understanding of why McAuley Place is being developed in an area that does not have the infrastructure to support it. This information is not being sought for commercial purposes.

The Arkansas Freedom of Information Act requires a response within three business days. If access to the records I am requesting will take longer, please contact me with information about when I might expect copies.

If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law.

Please feel free to send me the requested copies by email to jdstanderfer@yahoo.com. If the copies are voluminous, please let me know when, in the next three business days, and where I can pick up paper copies.

Thank you.

Sincerely,

Joshua D. Standerfer

----- Forwarded Message -----

From: Joshua Standerfer

To: bseba@bentonvillear.com <bseba@bentonvillear.com>; gagnew@bentonvillear.com <gagnew@bentonvillear.com>; cacree@bentonvillear.com <cacree@bentonvillear.com>; csooter@bentonvillear.com <csooter@bentonvillear.com>; apatterson@bentonvillear.com <apatterson@bentonvillear.com>; bburckhart@bentonvillear.com <bburckhart@bentonvillear.com>; hhook@bentonvillear.com <hhook@bentonvillear.com>; osanchez@bentonvillear.com <osanchez@bentonvillear.com>; sorman@bentonvillear.com <sorman@bentonvillear.com>

Sent: Tuesday, December 26, 2023 at 10:13:59 AM CST

Subject: Concerned Citizen - McAuley Place

Mayor Orman and Bentonville City Council members -

As a Bentonville resident who lives a few blocks from the community center, I oppose the plan to build McAuley Place.

First, to understand my opposition to this plan, please take a drive down SW Regional Airport Blvd. during rush hour, or pretty much any hour, and deal with the traffic issues that the residents on this side of town deal with on a daily basis. Adding high density housing to this area will only compound the problem and make this area less safe. There are many other reasons to oppose this plan that I request you consider. Many Bentonville residents moved here from bigger cities and have seen affordable housing plans ruin neighborhoods and bring a decline to the standard of living to the cities in which they are forced upon the residents. Is that what you want?

Second, this whole process has been very secretive. There has been no notice to the residents of the neighborhoods that surround the community center to a vote regarding McAuley Place. I must ask, if you want to force this upon us and want to add to our traffic, add to our packed schools and make our neighborhood less safe, why have you not invited us to discuss this process?

Last, I want to thank the five of you who voted against waiving the impact fees for the developers of McAuley Place.

Bentonville is a great place to live and raise kids. Please do what you can to keep it that way.

Sincerely,

Joshua D. Standerfer
Attorney at Law



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/14/2023	Submitted By:	Stephanie Orman, Mayor
Phone:	(479) 271-5966	For Department(s):	Administration
Email:	sorman@bentonvillear.com		

Item Type (Check all that apply)

☒ Informational	☐ Bid Award	☐ Enter into an Agreement	☐ Change Order
☐ Recognizing Funds	☐ Budget Adjustment	☐ Waiver of Bid	☐ Emergency Clause
☐ Ordinance	☐ Resolution	☒ Informational	

Title, Recommendation & Justification

Title:	City Council Procedural Discussion
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712