



City of Bentonville
Bentonville Utility Board Meeting
Tuesday, February 6th – 11:30 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: January 2nd, 2024

New Business

1. Resolution – Grapple Truck Purchase via Sourcewell – Travis Matlock, PE (pages 2-3)
2. Ordinance – Bid Waiver – 750 wire purchase – Travis Matlock, PE (pages 4-5)
3. Resolution – Substation A transformer procurement assistance – Travis Matlock, PE (pages 6-20)
4. Resolution – WRRF Improvements – Mike Bender, PE (pages 21-23)
5. Informational – Water Master Plan discussion/update – Mike Bender, PE
6. Adjournment



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

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:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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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):



River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
1/9/2024	19003

Name / Address
Alonzo Crow City of Bentonville 3200 SW Municipal Dr Bentonville, AR 72712

Ship To
--ESTIMATES ONLY--

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
PETERSEN TL3	Petersen TL3 Lightning Loader	1	ea	72,059.00	72,059.00T
SOURCEWELL...	Sourcewell Discount			-2.00%	-1,441.18T
Petersen Body	Petersen Hardox 18'x30 cubic yard Dump Body	1	ea	46,168.00	46,168.00T
SOURCEWELL...	Sourcewell Discount			-2.00%	-923.36T
CHASSIS	New and Unused Kenworth Chassis	1	ea	137,480.28	137,480.28T
SOURCEWELL...	Sourcewell Discount			-2.00%	-2,749.61T
SURCHARGE (...)	SURCHARGE (Steel Surcharge for 2024)	1		5,911.35	5,911.35T
SOURCEWELL...	Sourcewell Discount			-2.00%	-118.23T
	Sub Total				256,386.25
DELIVERY FEE	Delivery Fee			1,750.00	1,750.00T
Options	3rd Eye				0.00T
	Boom up Warning Device				
	LED Light Package	1			0.00
	Single Rear Door w/ Air Latch				
	Extended 12" Pedestal				
	LED Light Package				
	Single Rear Door w/ Air Latch				
	Rear Strobe				
	Cone Holder				
	Pilot Hydraulice Joysticks				
	Loader Orange				
	Petersen Sourcewell Contract #040621-PII				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery. Signature _____ Date _____ Print _____			Subtotal		\$258,136.25
			Sales Tax (0.0%)		\$0.00
			Total		\$258,136.25

All payments made by credit card will be assesed a 4% processing fee. Overdue invoices will be subject to a monthly finance charge of 3%.



City of Bentonville, Arkansas Agenda Item Form

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Email:			

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Ordinance	Resolution	Informational	

Title, Recommendation & Justification

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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 Electric Utilities Department
15KV Underground Primary Cable
Bid Form**

<u>BEUD Inventory Part Number</u>	<u>Wire Size</u>	<u>Feet Required</u>	<u>Price Per Foot - AECI</u>	<u>Extended Price</u>	<u>Lead Time</u>
2192	750 1/3 Neutral AL	6 Reels @ 1500'	\$14.20	\$161,880.00	16-20 weeks
		3 Reels @ 800'			
		TOTAL QTY: 11,400'			
Total Price for All Line Items					

Irby lead time Techline
\$14.10 54 weeks No quote

Bid Submitted By: _____



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
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Ordinance	Resolution	Informational	

Title, Recommendation & Justification

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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):



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Engineering Services to procure a 67-12.47kV, Dyn1, 18/24/30 MVA Class II power transformer to support the future expansion of Substation A in 2024 for City of Bentonville Electric Utility Department (BEUD) (“PROJECT”)

THIS AGREEMENT (“AGREEMENT”) is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as “CITY”, and Allgeier, Martin and Associates, Inc., hereinafter referred to as “PROFESSIONAL CONSULTANT” (collectively, the “PARTIES”).

The PARTIES have caused this AGREEMENT to be effective this ____ day of _____, 20____ (“EFFECTIVE DATE”).

RECITALS:

- A. WHEREAS, the CITY has a need procure a 67-12.47kV, Dyn1, 18/24/30 MVA Class II power transformer to support the future expansion of Substation A for the City of Bentonville Electric Utility Department; and
- B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-801 et. seq.; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and PROFESSIONAL CONSULTANT agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A, "Proposed Scope of Work," attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, PROFESSIONAL CONSULTANT agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX A, "Proposed Scope of Work," attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

PROFESSIONAL CONSULTANT shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY's purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX A, "Proposed Scope of Work", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX A.
- C. The cost of this AGREEMENT shall not exceed \$52,500.00 without approval by the Bentonville Utility Board and Bentonville City Council.
- D. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.
- E. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.
- F. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

- G. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- H. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

- A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:
 - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 - 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.
- C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANT's for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an

assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANT's.

- F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

- A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.
- C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.
- C. 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 PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT 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 harmless from liability based on the CITY's negligence
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. NOT USED

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the PROFESSIONAL CONSULTANT, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with PROFESSIONAL CONSULTANT's actions. All services to be performed by the PROFESSIONAL CONSULTANT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The PROFESSIONAL CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

- A. CITY and PROFESSIONAL CONSULTANT 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 dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, PROFESSIONAL CONSULTANT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROFESSIONAL CONSULTANT's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

- A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals,

bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

- B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT 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.

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or PROFESSIONAL CONSULTANT's services.

ARTICLE XVIII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XX – ENTIRE AGREEMENT

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

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** fifty-two thousand five hundred dollars (\$52,500.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and PROFESSIONAL CONSULTANT have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

<u>CITY OF BENTONVILLE</u>	<u>PROFESSIONAL CONSULTANT</u>
CITY	
<u>BY</u>	<u>BY</u>
<u>MAYOR</u>	<u>TITLE</u>
TITLE	
<u>DATE SIGNED</u>	<u>DATE SIGNED</u>

APPENDIX A

PROPOSED SCOPE OF WORK



City of Bentonville
Power Transformer Procurement Scope
December 22, 2023

Project Understanding:

Bentonville Electric Utility Department (BEUD) seeks to procure a 67-12.47kV, Dyn1, 18/24/30 MVA Class II power transformer to support the future construction of a new substation. Allgeier, Martin & Associates (AMA) will provide engineering services as outlined below in support of the procurement to ensure BEUD receives a transformer from a reputable manufacturer that will meet industry and BEUD's performance specifications.

Procurement:

AMA scope:

1. Review BEUD specifications and suggest any appropriate changes.
2. Provide additional qualification questions appropriate to screening manufacturers, but can be readily answered in a public venue.
3. Answer any technical questions submitted by vendors during the bid process.
4. Perform bid evaluation, work with vendors on any necessary clarifications and make a recommendation to the BEUD.

BEUD scope:

1. Provide contract documents and specifications.
2. Provide public bid notification and send notices to select vendors.
3. Perform all T&C negotiations.
4. Issue PO and place the transformer on order.
5. Answer questions and provide clarifications in a timely manner.

Project Management:

AMA scope:

1. Attend a specification review or kickoff call with selected vendor.
2. Track manufacturing status.
3. Work on behalf of BEUD to resolve any supplier issues and/or approve proposed substitutions by the vendor.
4. Review and recommend any milestone invoices.
5. Receive and review up to two rounds of design data and make comments to the manufacturer.
6. Receive and review up to two rounds of approval drawings and make comments to the manufacturer, assuming a turnaround time of ten (10) business days.
7. Receive and review up to two rounds of vendor's Certified Test Report.
8. Receive and review field assembly and test report.

BEUD scope:

1. Provide examples of preferred fan control schemes as well as alarm and indication schematics.

Factory Acceptance Testing Witness:

AMA scope:

1. Perform witnessing of factory testing on site, including losses, heat run and dielectric tests.
2. Includes two (2) days of travel @ eight (8) hours and three (3) days on site at twelve (12) hours.



3. Provide a report with narrative of testing and pictures of the unit in the test bay.
BEUD scope:
4. No specific scope.

Pricing:

Allgeier Martin proposes to perform the above scopes for the following amounts on a Not to Exceed basis:

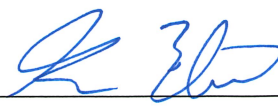
1. Procurement – \$11,000
2. Project Management –\$22,000
3. Factory Acceptance Testing Witness – \$16,000, including \$3500 in estimated travel costs.

Above amounts are based on AMA's 2024 Rate Table. Work performed under these scopes after January 1, 2025 shall be subject to the latest published rate table and a subsequent increase in the Not to Exceed amounts in line with the increase in rates.

CITY OF BENTONVILLE

ALLGEIER, MARTIN AND ASSOCIATES, INC.

By: _____

By:  _____

Printed Name _____

Printed Name Kris Zibert

Title _____

Title Vice President

Date _____

Date 12/22/23

ALLGEIER, MARTIN and ASSOCIATES, INC.
2024 CLASSIFICATION FEE SCHEDULE - Electrical Division
(Effective January 1, 2024)

Title	Classification	Hourly Rate
ENG VI	ENGINEER VI	\$ 297.00
ENG V	ENGINEER V	\$ 266.00
ENG IV	ENGINEER IV	\$ 236.00
ENG III	ENGINEER III	\$ 198.00
ENG II	ENGINEER II	\$ 158.00
ENG I	ENGINEER I	\$ 118.00
TEC V	TECHNICIAN V	\$ 170.00
TEC IV	TECHNICIAN IV	\$ 152.00
TEC III	TECHNICIAN III	\$ 133.00
TEC II	TECHNICIAN II	\$ 110.00
TEC I	TECHNICIAN I	\$ 77.00
DRF III	DRAFTER III	\$ 70.00
DRF II	DRAFTER II	\$ 60.00
DRF I	DRAFTER I	\$ 47.00
SCA VI	CLERK / ASSISTANT VI	\$ 100.00
SCA V	CLERK / ASSISTANT V	\$ 92.00
SCA IV	CLERK / ASSISTANT IV	\$ 77.00
SCA III	CLERK / ASSISTANT III	\$ 61.00
SCA II	CLERK / ASSISTANT II	\$ 53.00
SCA I	CLERK / ASSISTANT I	\$ 46.00
RW V	RIGHT OF WAY REPRESENTATIVE V	\$ 168.00
RW IV	RIGHT OF WAY REPRESENTATIVE IV	\$ 154.00
RW III	RIGHT OF WAY REPRESENTATIVE III	\$ 134.00
RW II	RIGHT OF WAY REPRESENTATIVE II	\$ 98.00
RW I	RIGHT OF WAY REPRESENTATIVE I	\$ 75.00
PR VI	PROJECT REPRESENTATIVE VI	\$ 160.00
PR V	PROJECT REPRESENTATIVE V	\$ 134.00
PR IV	PROJECT REPRESENTATIVE IV	\$ 115.00
PR III	PROJECT REPRESENTATIVE III	\$ 100.00
PR II	PROJECT REPRESENTATIVE II	\$ 86.00
PR I	PROJECT REPRESENTATIVE I	\$ 70.00
RLS III	REGISTERED LAND SURVEYOR III	\$ 165.00
RLS II	REGISTERED LAND SURVEYOR II	\$ 145.00
RLS I	REGISTERED LAND SURVEYOR I	\$ 120.00
SVY VI	SURVEY CREW MEMBER VI	\$ 115.00
SVY V	SURVEY CREW MEMBER V	\$ 90.00
SVY IV	SURVEY CREW MEMBER IV	\$ 80.00
SVY III	SURVEY CREW MEMBER III	\$ 71.00
SVY II	SURVEY CREW MEMBER II	\$ 65.00
SVY I	SURVEY CREW MEMBER I	\$ 59.00
CS IV	COMPUTING SPECIALIST IV	\$ 170.00
CS III	COMPUTING SPECIALIST III	\$ 133.00
CS II	COMPUTING SPECIALIST II	\$ 93.00
CS I	COMPUTING SPECIALIST I	\$ 60.00
PRT III	PRINT & PHOTOGRAPHY SPECIALIST III	\$ 90.00
PRT II	PRINT & PHOTOGRAPHY SPECIALIST II	\$ 70.00
PRT I	PRINT & PHOTOGRAPHY SPECIALIST I	\$ 48.00

ALLGEIER, MARTIN and ASSOCIATES, INC.
2024 Standard Ancillary Rates - Electrical Division

Vehicle Mileage	\$ 0.67 per mile (<i>or current IRS rate</i>)
Travel Expenses	Actual Cost
Lodging	Actual Cost
Meals	Current AM Per Diem or Actual Cost
Special Postage or Shipping	Actual Cost
Special Engineering Software:	
PLS (CADD, Pole, Tower, Etc.)	\$ 5.00 per hour
Aspen OneLiner	\$ 11.00 per hour
MilSoft	\$ 6.00 per hour
3D Design	\$ 16.00 per hour
Electrical Design	\$ 16.00 per hour
Cyme	\$ 26.00 per hour
Special Survey Materials	Actual Cost + 10%
Rental Equipment	Actual Cost + 10%
Subcontracted Services	Actual Cost + 10%
All-Terrain Vehicle (ATV)	\$ 40.00/Day
Utility Vehicle (UTV, Side-by-Side)	\$ 66.00/Day
GPS	\$ 50.00/Hour



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

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:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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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):

RESOLUTION NO. _____

A RESOLUTION OF INTENT REGARDING
THE BENTONVILLE WATER RESOURCE RECOVERY FACILITY (WRRF)
IMPROVEMENTS PROJECT; AND FOR OTHER PURPOSES

WHEREAS, the City of Bentonville, Arkansas (the “City”), proposes to make improvements to the City’s sewer system (the “Project”), described as follows:

The Water Resource Recovery Facility (WRRF) Improvements Project consists of a Capital Improvement Plan to repair/replace failing/obsolete infrastructure and Process Intensification to increase capacity to accommodate growth in the served basin. The Capital Improvement Plan includes, without limitation, replacement of Clarifier No. 1 including relocation of a maintenance shop and vehicle storage facilities and new Clarifier No. 3; replacement of obsolete ultra-violet (UV) disinfection system; installation of tertiary filters; installation of effluent pumping; relocation of electrical service; construction of digester valve vaults; laboratory facilities and administration building improvements; and associated ancillary improvements. The Process Intensification includes, without limitation, new plant headworks, expansion of anoxic basins, aeration basin modifications, addition of density baffles to clarifiers and other clarifier improvements, installation of dual use filters, and associated ancillary improvements. Items included in the Capital Improvement Plan will be sized to accommodate the capacity identified for the intensification improvements; and

WHEREAS, the Project will also ensure compliance with the Clean Water Act; and

WHEREAS, the City proposes to obtain funds to accomplish the Project from the proceeds of a sewer revenue bond (the “WRRF Improvement Bond”) to be issued by the City and purchased by the Arkansas Natural Resources Commission (the “Commission”) as a part of the Clean Water Revolving Loan Fund Program (the “Program”) or other funds; and

WHEREAS, the purchase price for the WRRF Improvement Bond will be paid from state funds made available by the Program (“Program funds”); and

WHEREAS, the estimated cost of the Project and expenses of issuing the Bond is ninety-seven million, seven hundred fifty-nine thousand, three hundred eighty-one dollars (\$97,759,381.00);

AND WHEREAS, the purpose of this Resolution is for the City to declare its “official intent” for the issuance of the WRRF Improvement Bond within the meaning of the applicable income tax regulations promulgated by the United States Treasury Department.

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

Section 1. The City hereby expresses its intent to advance its own funds to pay costs of the Project, including but not limited to legal, engineering, and right-of-way costs and with Commission approval, to reimburse itself from Program Funds for all expenditures for costs paid by the City prior to the issuance of the WRRF Improvement Bond. Debt service on the Bond will be paid from sewer revenues. Interest on the Bond shall be exempt from federal income taxation.

Section 2. The City expects that, but does not limit the sources of, funds to be advanced for the Project and bond issuance costs prior to issuance of the Bond will be sewer system revenue.

Section 3. A copy of this Resolution shall be filed in the official records of the City in the office of the City Clerk/Recorder within ten (10) days from the adoption hereof. It shall be continuously available for public inspection during regular business hours on every business day until the date of issuance of the WRRF Improvement Bond.

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.

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: _____, 2024.

APPROVED:

BY: _____
Stephanie Orman, Mayor
City of Bentonville

ATTEST:

BY: _____
Kirby Romines, Clerk/Recorder
City of Bentonville