



**City Council  
Meeting Agenda  
March 12, 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](mailto: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](mailto: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 March 12, 2024:

[https://us02web.zoom.us/webinar/register/WN\\_cwzUo3YtRc2oSnWXsta-TA](https://us02web.zoom.us/webinar/register/WN_cwzUo3YtRc2oSnWXsta-TA)

**Council Questions/Discussion concerning the Business Meeting**

**Call to Order**

**Pledge of Allegiance**

**Moment of Silence**

**Roll Call**

**Approval of Minutes: February 27, 2024**

**I. New Business - Public Comment to be Heard with Agenda Item**

- |                                                                                                                                                                                   |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>1. Resolution Supporting Public Art Installation at Citizens Park</b>                                                                                                          | <b>Resolution</b> |
| Resolution to support the temporary installation of artwork titled "Humongous Fungus" by artist Gina Gallena on public property in Citizens Park. No budget adjustment is needed. |                   |
| <b>2. Resolution Supporting Public Art Installation in Orchard Park</b>                                                                                                           | <b>Resolution</b> |

- Resolution to support the temporary installation of artwork titled "Pathways: Celebrating Life and Legacy" by artist Briseida "Brioch" Ochoa on public property in Orchard Park. No budget adjustment is required.
3. **Resolution authorizing Dell Data Storage Support Renewal for Police Department** **Resolution**  
Authorizing an agreement with Heartland Business Systems for Dell Unity Storage System Support Renewal through participation in TIPS Contract #220105. A budget adjustment is needed to transfer already budgeted funds into the correct expense account.
  4. **Resolution Declaring Eight (8) Police Firearms as Surplus Property and Available for Trade** **Resolution**  
Resolution declaring surplus eight (8) firearms as surplus to be traded to a law enforcement purchase program or used for credit from a local firearms vendor. No budget adjustment is needed.
  5. **Ordinance to request Waiver of Bid to Purchase Investigation Equipment from TriMech Solutions LLC** **Ordinance\***  
Approval of an ordinance to waive competitive bidding to purchase police investigative equipment from TriMech Solutions, LLC. No budget adjustment is needed.
  6. **Resolution and Budget Adjustment to accept a US DOJ Grant for Police Equipment** **Resolution**  
Resolution and budget adjustment recognizing a US Department of Justice BJA FY23 Edward Byrne Memorial Justice Assistance grant in the amount of \$13,342.00. A budget adjustment is needed to accept grant funds.
  7. **Resolution Accepting \$6,450.00 in Grant Funds from the Fire-Wise Program** **Resolution**  
Accepting Fire-Wise grant funds into a Fire Training account for the purchase of three fire resistive training manikins. A budget adjustment is needed to accept grant funds.
  8. **Airport Advisory Board Appointment of Council Member Beckie Seba** **Appointment**  
Appointment of City Council Member Beckie Seba for the ex-officio seat on the Airport Advisory Board, replacing Council Member Chris Sooter. This is a 3 year appointment at the recommendation of Mayor Stephanie Orman. Beckie Seba's term will begin on 3/13/2024 and expire on 3/13/2027.
  9. **Appointment of Dennis Birge to the Ozark Regional Transit Board of Directors** **Appointment**  
Mayor Stephanie Orman is recommending Dennis Birge for appointment to the Ozark Regional Transit Board of Directors. This will be Mr. Birge's first term that will expire March 2027.
  10. **Ordinance approving 2024 Public Transit Agreement with Ozark Regional Transit Service** **Ordinance\***  
Ordinance allowing the approval of an agreement with Ozark Regional Transit Service in the amount of \$530,000.00 to provide transit service to Bentonville citizens for the 2024 calendar year and waiving the requirement of competitive bidding. No Budget Adjustment is needed.

11. **Resolution Setting a Public Hearing for Drainage, Access & Utility Easement Vacation (VAC24-0001)** **Resolution**  
Resolution to set Public Hearing for March 26, 2024 for a Drainage, Access and Utility Easement Vacation located at Lot 13 of Pickens Subdivision (VAC24-0001).
12. **Resolution authorizing Agreement with G-Squared Professional Services for LiDAR and Contours** **Resolution**  
Recommend authorization for the Mayor and City Clerk to enter into an agreement with G-Squared for LiDAR and Contour services. No budget adjustment is required.
13. **Resolution entering an Agreement with O.R. Colan for 2024 Acquisition Services** **Resolution**  
Authorizing the Mayor and City Clerk to enter into agreement with O.R. Colan to provide property acquisition services to the City for 2024. No budget adjustment is needed.
14. **Resolution to enter an Agreement for 2024 Geotechnical Services with Terracon Consultants Inc.** **Resolution**  
Authorizing the Mayor and City Clerk to enter into an agreement with Terracon Consultants, Inc. to provide geotechnical services to the City for 2024. No budget adjustment is needed.
15. **Resolution entering an Agreement with CEI Engineering for 2024 Surveying Services** **Resolution**  
Authorizing the Mayor and City Clerk to enter into an agreement with CEI Engineering Associates, Inc. to provide surveying services to the City for 2024. No budget adjustment is needed.
16. **Resolution Expressing the Willingness of The City of Bentonville to Utilize Federal TAP Funds** **Resolution**  
The Parks and Recreation Staff is requesting acceptance of Federal Aid Transportation Alternatives Program Funds (TAP) to be utilized for the construction of the Southwest Bentonville Trail. No budget adjustment is needed.
17. **Recognizing a Grant from Walmart Corporate for the E-Bike Rebate Program** **Resolution**  
Council approval of a grant award and budget adjustment from Walmart Corporate, in the amount of \$750,000.00, for an E-Bike Rebate Program for Bentonville residents. A budget adjustment is needed and will follow on the next agenda item.
18. **Resolution recognizing a Grant from the Walton Family Foundation for E-Bike Program** **Resolution**  
Council approval of a Grant Award and Budget Adjustment, in the amount of \$1,500,000.00, to contribute to an E-Bike Rebate Program for Bentonville residents. A budget adjustment is needed to recognize and appropriate funds.
19. **Resolution to enter Agreement with Aptim to be Administrator of the E Bike Rebate Program** **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into agreement with Aptim for the Administration of an E Bike Rebate Program for Bentonville Residents. No budget adjustment is needed.

20. **Appointment of Malorie Marrs to Fill the Remainder of Kirby Romines' Term as City Clerk** **Appointment**

Consideration of the appointment of Malorie Marrs to the office of City Clerk effective March 16, 2024 for the remainder of 2024. City Clerk Kirby Romines has offered her resignation effective March 15, 2024. The City Clerk position will be put on the 2024 General Election Ballot.

**II. Utility Board**

1. **Resolution to Award Bid IFB-24-17 for Electric Wire** **Resolution**

Award a bid for secondary wire of various size to the low bidder of each size. Approved by Utility Board 5-0. No budget adjustment is needed.

2. **Resolution to Purchase a Backyard Machine through Sourcewell for \$234,696.99** **Resolution**

Authorizing the purchase a backyard machine from Global Rental Co., Inc., through participation in the Sourcewell Cooperative (Co-Op) contract 062320-ALT, for \$234,696.99. Approved by Utility Board 5-0. No budget adjustment is needed.

3. **Resolution to Award Bid IFB 24-12 to Ground Zero Construction for Warehouse Paving** **Resolution**

Authorizing awarding IFB 24-12, for the Warehouse Paving, to Ground Zero Construction for \$228,117.00. Approved by Utility Board 5-0. A budget adjustment is not needed.

4. **Resolution to Award Bid IFB-24-05 to Hansen's Tree Service for Compost Grinding** **Resolution**

Approval of a Resolution to award bid IFB-24-05 to Hansen's Tree Service in the amount of \$650.00/hour for green waste grinding at the Compost Facility. Item Passed Utility Board 5-0. No budget adjustment is needed.

**III. Other Business/Announcements/Comments**

**Adjournment**

**Public Comments Concerning Matters of City Related Business**





### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                         |                           |             |
|------------------------------|-------------------------|---------------------------|-------------|
| <b>Council Meeting Date:</b> | 3/12/2024               | <b>Submitted By:</b>      | Shelli Kerr |
| <b>Phone:</b>                | (479)271-6822           | <b>For Department(s):</b> | Planning    |
| <b>Email:</b>                | skerr@bentonvillear.com |                           |             |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                        |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Supporting Public Art Installation at Citizens Park                                                                                                                                                         |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to support the temporary installation of artwork titled "Humongous Fungus" by artist Gina Gallena on public property in Citizens Park. No budget adjustment is needed.                                      |
| <b>Additional Comments for Consideration (Optional):</b> | The artwork was recommended for approval by the Public Art Advisory Committee and the Parks and Recreation Advisory Board. This item will be funded by Visit Bentonville. There is no cost to the city. Memo attached. |
| <b>Amount for Approval:</b>                              | \$                                                                                                                                                                                                                     |

#### 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 | \$      | \$      |
| Account Number (ORG-OBJECT) | Account Description | \$      | \$      |
| Account Number (ORG-OBJECT) | Account Description | \$      | \$      |
| Account Number (ORG-OBJECT) | Account Description | \$      | \$      |

#### 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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# MEMO

To: Mayor Stephanie Orman and Bentonville City Council  
From: Shelli Kerr, AICP, Comprehensive Planning Manager  
On behalf of: Bentonville Public Art Advisory Committee  
CC date: March 12, 2024  
RE: **Public Art “Humongous Fungus” On Public Property**

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**Request.** Approval of a resolution supporting the temporary installation of public art titled “*Humongous Fungus*” by artist Gina Gallina on public property in Citizens Park.

**Description of Artwork.** “*Humongous Fungus*” depicts an 11-foot-tall mushroom and surrounding colorful flowers in full bloom. The sculpture invites the viewer to meander through the oversized flowers and walk through the oversized stem of the mushroom. The piece is created with a steel frame covered in over 1,300 crocheted squares joined together. The installation is currently on display at Walter J. Turnbow Park in downtown Springdale. The yarn used to crochet the piece has been coated with a waterproof layer and responds well to sunlight and outdoor conditions.

**Display Site.** The proposed display site is in Citizens Park near the playground.

**Display Period.** This is a temporary display for approximately five months. The artwork will be installed in April and de-install in November.

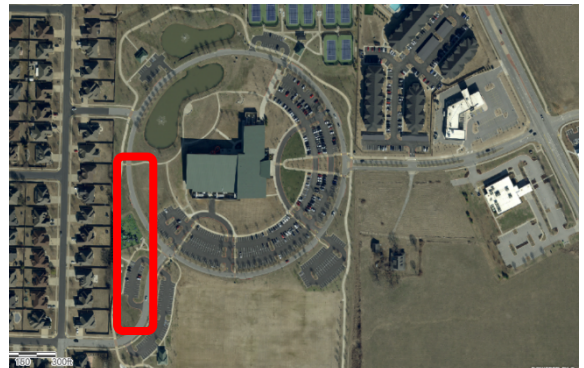
**Funding.** Funding is provided by Visit Bentonville. The artist will remain responsible for maintenance. There is no cost to the city.

**Recommendation.** Both the Public Art Advisory Committee and the Parks and Recreation Advisory Board recommend this artwork at the proposed display site.

Proposed Artwork: *Humongous Fungus* by Gina Gallina



Display Site: Citizens Park – near



playground



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ENDORSING THE TEMPORARY  
INSTALLATION OF ARTWORK TITLED “HUMONGOUS  
FUNGUS” BY ARTIST GINA GALLINA ON PUBLIC  
PROPERTY IN CITIZENS PARK AND FUNDED BY VISIT  
BENTONVILLE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013;

**WHEREAS**, the Public Arts Advisory Committee and the Parks and Recreation Advisory Board recommend the proposed artwork at the proposed display location; and

**WHEREAS**, the art installation will be funded by Visit Bentonville and there is no cost to the City.

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the temporary installation of artwork titled “*Humongous Fungus*” by artist Gina Gallina on public property in Citizens Park;

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 and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kirby Romines, City Clerk**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                         |                           |             |
|------------------------------|-------------------------|---------------------------|-------------|
| <b>Council Meeting Date:</b> | 3/12/2024               | <b>Submitted By:</b>      | Shelli Kerr |
| <b>Phone:</b>                | (479)271-6822           | <b>For Department(s):</b> | Planning    |
| <b>Email:</b>                | skerr@bentonvillear.com |                           |             |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                 |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Supporting Public Art Installation in Orchard Park                                                                                                                                                                                   |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to support the temporary installation of artwork titled "Pathways: Celebrating Life and Legacy" by artist Briseida "Brioch" Ochoa on public property in Orchard Park. No budget adjustment is required.                              |
| <b>Additional Comments for Consideration (Optional):</b> | The artwork was recommended for approval by the Public Art Advisory Committee and the Parks and Recreation Advisory Board. The cost of this installation is \$1,850.00 and will be funded from the Public Art Advisory Committee annual budget. |
| <b>Amount for Approval:</b>                              | \$ 1,850.00                                                                                                                                                                                                                                     |

#### 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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# MEMO



To: Mayor Stephanie Orman and Bentonville City Council

From: Shelli Kerr, AICP, Comprehensive Planning Manager

On behalf of: Bentonville Public Art Advisory Committee

CC date: March 12, 2024

RE: **Public Art “*Pathways: Celebrating Life and Legacy*” On Public Property**

---

**Request.** Approval of a resolution supporting the temporary installation of public art titled “*Caminos: Celebrando la Vida y el Legado (Pathways: Celebrating Life and Legacy)*” by artist Briseida “Brioch” Ochoa on public property in Orchard Park.

**Description of Artwork.** This artwork is an acrylic painted mural that comes in four panels. Once put together, it is 8 ft. tall by 16 ft. wide. This is a mobile mural commissioned by the Community Cohesion Project (CCP) and is currently on display at The Medium in Springdale. It is available for a new temporary display location in April. Image of artwork shown on next page.

**Display Site.** The proposed display site is in Orchard Park on the wall of the restroom facility. Location of artwork shown on next page.

**Display Period.** This is a temporary display for approximately five months. Artwork will be installed in mid-April in time for the Multicultural Festival on April 27. The art will be de-installed in November.

**Funding.** The total cost including delivery, installation and de-installation is \$1,800. Funding is provided from the Public Art Advisory Committee’s annual budget. The artist will remain responsible for maintenance.

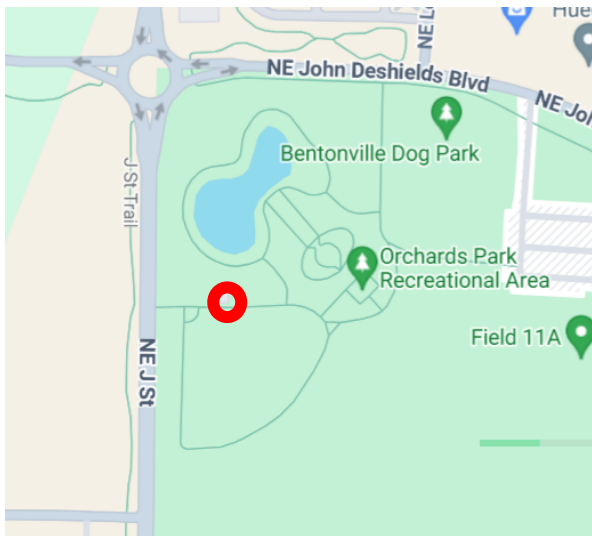
**Recommendation.** Both the Public Art Advisory Committee and the Parks and Recreation Advisory Board recommend this artwork at the proposed display site.



**Proposed Artwork:** *Caminos: Celebrando la Vida y el Legado*  
(Pathways: Celebrating Life and Legacy) by Briseida “Brioch” Ochoa



**Display Site:** Orchard Park, South-facing wall of Restroom Building



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ENDORSING THE TEMPORARY INSTALLATION OF  
ARTWORK TITLED “*CAMINOS: CELEBRANDO LA VIDA Y EL LEGADO*  
*(PATHWAYS: CELEBRATING LIFE AND LEGACY)*” BY ARTIST BRISEIDA  
“BRIOCH” OCHOA ON PUBLIC PROPERTY IN ORCHARD PARK AND  
FUNDED BY THE PUBLIC ART ADVISORY COMMITTEE; AND FOR  
OTHER PURPOSES.**

**WHEREAS**, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013;

**WHEREAS**, the Public Arts Advisory Committee and the Parks and Recreation Advisory Board recommend the proposed artwork at the proposed display location;

**WHEREAS**, the cost of this temporary installation is one thousand eight hundred dollars (\$1,800.00) and will be funded from the Public Art Advisory Committee’s annual budget.

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the temporary installation of artwork titled “*Caminos: Celebrando la Vida y el Legado (Pathways: Celebrating Life and Legacy)*” by artist Briseida “Brioch” Ochoa on public property in Orchard Park;

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 and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Kirby Romines, City Clerk**





### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                          |                           |                                 |
|------------------------------|--------------------------|---------------------------|---------------------------------|
| <b>Council Meeting Date:</b> | 3/12/2024                | <b>Submitted By:</b>      | Dennis Hayes                    |
| <b>Phone:</b>                | 479-531-2249             | <b>For Department(s):</b> | Information Technology / Police |
| <b>Email:</b>                | dhayes@bentonvillear.com |                           |                                 |

#### Item Type (Check all that apply)

|                                            |                                                       |                                                  |                                           |
|--------------------------------------------|-------------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award                    | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution authorizing Dell Data Storage Support Renewal for Police Department                                                                                                                                                                                                                                                                                                                                       |
| <b>Action Recommendation &amp; Justification:</b>        | Authorizing an agreement with Heartland Business Systems for Dell Unity Storage System Support Renewal through participation in TIPS Contract #220105. A budget adjustment is needed to transfer already budgeted funds into the correct expense account.                                                                                                                                                            |
| <b>Additional Comments for Consideration (Optional):</b> | The full amount of this purchase is covered in the 2024 budget. However, \$18,491.45 of the amount needs to be adjusted from a capital account into the appropriate expense account. Use of a purchasing cooperative is allowed pursuant to Arkansas State Statute 19-11-249 as the awarded contract has already gone through a competitive bid process. This purchase is in line with the City's purchasing policy. |
| <b>Amount for Approval:</b>                              | \$ \$37,491.45                                                                                                                                                                                                                                                                                                                                                                                                       |

#### Budget Impact

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

#### Budget Adjustment (to be completed by Finance when applicable)

|                             |                             |               |         |
|-----------------------------|-----------------------------|---------------|---------|
| 102010-47520                | Capital Computer Equipment  | \$ -18,491.45 | \$      |
| Account Number (ORG-OBJECT) | Account Description         | Expense       | Revenue |
| 102010-43310                | Technical / Data Processing | \$ 18,491.45  | \$      |
| 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):

The funds being requested from Capital relate to savings from network upgrades that came in under budget. Transferring funds will not impact any other forthcoming police capital project scheduled for police this year.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

## Dell Unity Renewal 01/24-01-25

Quote #329849 v1

## Prepared For:

**Bentonville, City of**Don Chase  
1000 SW 14th Street  
Bentonville, AR 72712

P: (479) 271-3127

E: don.chase@bentonville.arkansas.gov

## Prepared By:

**Fayetteville, AR Office**Jennifer Bricker  
3775 N Mall Ave Suite 4  
Fayetteville, AR 72703

P: 4793326945

E: jbricker@hbs.net

## Date Issued:

**02.08.2024**

## Expires:

**02.29.2024**

| Dell Unity Support Renewal                                                                                                                  |                                                                                                                                   | Price       | Qty | Ext. Price         |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------|-----|--------------------|
| APM0018413349                                                                                                                               | <b>Dell Unity ProSupport Plus 4HR/MC Hardware Support</b><br>Contract Dates: 1/21/24-1/20/25<br><br>Serial number: APM00184133492 | \$34,238.76 | 1   | \$34,238.76        |
| Customer understands that all orders for Dell are final when accepted by Dell. No cancellations, returns, exchanges or refunds are allowed. |                                                                                                                                   |             |     |                    |
| Subtotal                                                                                                                                    |                                                                                                                                   |             |     | <b>\$34,238.76</b> |

| TIPS                  | Price | Qty | Ext. Price |
|-----------------------|-------|-----|------------|
| TIPS Contract #220105 |       |     |            |

| Quote Summary              | Amount             |
|----------------------------|--------------------|
| Dell Unity Support Renewal | \$34,238.76        |
| Subtotal:                  | <b>\$34,238.76</b> |
| Estimated Tax:             | <b>\$3,252.69</b>  |
| Total:                     | <b>\$37,491.45</b> |

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2023.v3.0

## Acceptance

**Fayetteville, AR Office****Bentonville, City of**

Jennifer Bricker

Signature / Name

02/08/2024

Date

Signature / Name

Initials

Date

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HEARTLAND BUSINESS SYSTEMS, LLC, FOR DELL UNITY STORAGE SYSTEM SUPPORT RENEWAL, IN AN AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS AND FORTY-FIVE CENTS (\$37,491.45); ADJUSTING THE 2024 BUDGET TO TRANSFER FUNDS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Information Technology Department requests to enter into an agreement with Heartland Business Systems, LLC for Dell Unity Storage System Support Renewal for the Bentonville Police Department;

**WHEREAS**, the City procures this service under The Interlocal Purchasing System (TIPS) contract #220105 which has been approved by the Purchasing Manager; and

**WHEREAS**, a budget adjustment in the amount of eighteen thousand four hundred ninety-one dollars and forty-five cents (\$18,491.45) from Account #102010-47520 - Capital Computer Equipment to Account #102010-43310 – Technical/Data Processing is needed to fund this renewal.

**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 an agreement with Heartland Business Systems, LLC for the purchase of Dell Unity Storage System Support Renewal, in an amount not to exceed thirty-seven thousand four hundred ninety-one dollars and forty-five cents (\$37,491.45);

Section 2: Due to this purchase being procured under TIPS contract which has already been bid and is allowable by State law and the City's Purchasing Policy, the requirements of competitive bidding do not apply;

Section 3: Adjusting the 2024 Budget to appropriate eighteen thousand four hundred ninety-one dollars and forty-five cents (\$18,491.45) from Account #102010-47520 - Capital Computer Equipment to Account #102010-43310 – Technical/Data Processing to fund this renewal;

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 and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                                      |                           |                   |
|------------------------------|--------------------------------------|---------------------------|-------------------|
| <b>Council Meeting Date:</b> | 3/12/2024                            | <b>Submitted By:</b>      | Chief Ray Shastid |
| <b>Phone:</b>                | 479-271-3170                         | <b>For Department(s):</b> | Police Department |
| <b>Email:</b>                | ray.shastid@bentonville.arkansas.gov |                           |                   |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Declaring Eight (8) Police Firearms as Surplus Property and Available for Trade                                                                                                                                                                                                                                                                                                                                             |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution declaring surplus eight (8) firearms as surplus to be traded to a law enforcement purchase program or used for credit from a local firearms vendor. No budget adjustment is needed.                                                                                                                                                                                                                                         |
| <b>Additional Comments for Consideration (Optional):</b> | These pistols are set for replacement and have been used by our Criminal Investigation Division. Upon surplus declaration, the firearms will be traded using a law enforcement purchase program and/or used for credit from a local firearms vendor. The trade in and new replacement firearms will equip our officers with newer and reliable firearms at a minimal expense, along with a responsible disposition of retired weapons. |
| <b>Amount for Approval:</b>                              | \$ 0.00                                                                                                                                                                                                                                                                                                                                                                                                                                |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: CID expense for replacement equipment

#### 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. \_\_\_\_\_**

**A RESOLUTION DECLARING CERTAIN PROPERTY  
BELONGING TO THE CITY OF BENTONVILLE POLICE  
DEPARTMENT AS SURPLUS PROPERTY;  
AUTHORIZING ITS DISPOSAL; AND FOR OTHER  
PURPOSES.**

**WHEREAS**, the City Council of the City of Bentonville has determined that the items identified in **Exhibit “A”** have become obsolete and are surplus items no longer used by the City;

**WHEREAS**, the items identified in **Exhibit “A”** are to be exchanged using a law enforcement purchase program and/or credit from a local firearms vendor;

**WHEREAS**, this represents a responsible disposal of retired weapons which will also assist with equipping our officers with newer reliable equipment at minimal expense; and

**WHEREAS**, this Resolution is in accordance with Ark. Code Ann. § 14-54-302(e)(1).

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

Section 1: The Bentonville Police Department may dispose of its items identified in **Exhibit “A”** through exchange using a law enforcement purchase program from Galls, LLC;

Section 2: A record of all items that are exchanged or otherwise 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**

## **EXHIBIT "A"**

(4) Springfield XDS .45

Serial Number(s): S3122511, XS692936, XS692971 & XS962985

(1) North American Arms .22

Serial Number: L027714

(1) Taurus .38 SPC

Serial Number: GM83183

(1) Kimber .45

Serial Number: KU198695

(1) Colt Anaconda 44

Serial Number: MM13131



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                                      |                           |                   |
|------------------------------|--------------------------------------|---------------------------|-------------------|
| <b>Council Meeting Date:</b> | 3/12/2024                            | <b>Submitted By:</b>      | Chief Ray Shastid |
| <b>Phone:</b>                | 479-271-3170                         | <b>For Department(s):</b> | Police Department |
| <b>Email:</b>                | ray.shastid@bentonville.arkansas.gov |                           |                   |

#### Item Type (Check all that apply)

|                                               |                                            |                                                   |                                                      |
|-----------------------------------------------|--------------------------------------------|---------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input type="checkbox"/> Change Order                |
| <input type="checkbox"/> Recognizing Funds    | <input type="checkbox"/> Budget Adjustment | <input checked="" type="checkbox"/> Waiver of Bid | <input checked="" type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution        | <input type="checkbox"/> Informational            |                                                      |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                    |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Ordinance to request Waiver of Bid to Purchase Investigation Equipment from TriMech Solutions LLC                                                                                  |
| <b>Action Recommendation &amp; Justification:</b>        | Approval of an ordinance to waive competitive bidding to purchase police investigative equipment from TriMech Solutions, LLC. No budget adjustment is needed.                      |
| <b>Additional Comments for Consideration (Optional):</b> | Competitive bidding is requested to be waived as there is only one provider in the area and the offered price is lower than the state contract price. See attached memo and quote. |
| <b>Amount for Approval:</b>                              | \$ 50,650.05                                                                                                                                                                       |

#### 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





# POLICE DEPARTMENT

908 SE 14<sup>TH</sup> STREET  
BENTONVILLE, AR 72712  
479-271-3170 FAX 479-271-3187

---

## MEMORANDUM

**TO:** City Council and Mayor Stephanie Orman  
**FROM:** Ray Shastid, Chief of Police  
**DATE:** March 12, 2024  
**SUBJECT:** Artec LEO 3d Scanner (ordinance- waiver of bid with emergency clause)

---

Please accept this letter as explanation of intended use and department need for a waiver of bid regarding the Artec Leo. It should be noted this item can be purchased using the General Services Administration (GSA) Cooperative (Co-op); however, pricing from a vendor was cheaper than the use of the GSA Co-Op and included all equipment, training, and warranties.

The Artec LEO is a handheld laser scanner capable of rendering a three dimensional image of small to medium crime scenes and serious or fatal motor vehicle collisions. Standard practice of manually processing investigation scenes (utilizing photographs and manual measurements) are useful, however, are subject to a sometimes critical but unavoidable margin of error, and often can only be captured once per scene. Manual measurements also introduce the possibility of accidental scene contamination or alteration and are incredibly time consuming. Additionally, many scenes are subject to uncontrollable contamination (weather, traffic, etc). As technology continues to increase, the police department strives to increase efficiency and accuracy in investigations.

The Artec Leo utilizes Three Dimensional laser scanning technology with a 0.01 mm accuracy, at a 0.029mm resolution. Scenes can be captured with the 3d scanner more quickly, and once captured, measurements can be done an infinite number of times, from any points and angles utilizing the software with a higher degree of accuracy than by hand on scene.

The completed rendering is presentable in court and can give the court a more accurate visual representation of the scene, with accurate and repositionable perspective allowing a clearer understanding of the scene than can be understood with current methods being used by our department.

This device will greatly improve this department's ability to serve it's community by saving time, while increasing accuracy in both serious criminal investigations as well as more serious motor vehicle accident investigations, specifically those involving severe bodily injury or death.

This request is for an approval of a waiver of competitive bidding based on lowest pricing obtained. It is neither practical or feasible to solicit competitive bids for this device.

The police department budgeted \$58,948.24 for this item. The total price to include equipment, training, taxes and warranties is in the amount of \$50,650.05. This is a budgeted item- no budget adjustment is needed.



Company Address 4991 Lake Brook Drive, Suite 300  
Glen Allen, VA 23060  
US

Created Date 2/14/2024  
Expiration Date 3/14/2024  
Proposal Number 00060753

Prepared By Wayne Merson  
Phone +1(804)767-7664  
Email wayne.merson@trimech.com

Contact Name Ryan Suedel  
Terms Net 30

Bill To Name Bentonville : Police Department  
Bill To 908 Southeast 14th Street  
Bentonville, AR 72712

Ship To Name Bentonville : Police Department  
Ship To 908 Southeast 14th Street  
Bentonville, AR 72712

| Product Code    | Line Item Description                               | Quantity | Sales Price   | Total Price   |
|-----------------|-----------------------------------------------------|----------|---------------|---------------|
| LEO-PREMIUM     | Artec Leo Premium Pack                              |          |               |               |
|                 | Includes:                                           |          |               |               |
|                 | - Leo                                               |          |               |               |
|                 | - Calibration kit                                   |          |               |               |
|                 | - Battery x 2                                       | 1.00     | USD 46,117.75 | USD 46,117.75 |
|                 | - Battery charger                                   |          |               |               |
|                 | - Extended warranty x 3 (5 years in total)          |          |               |               |
| AS-ART-Shipping | - Artec Studio - 1 license, 5 years subscription    |          |               |               |
|                 | - Artec Care contract for 5 years                   |          |               |               |
| AS-ART-Shipping | Shipping of Artec Scanner                           | 1.00     | USD 138.00    | USD 138.00    |
| TRN-SCN-ART     | Artec Scanner Training (1/2 day training - 4 hours) | 1.00     | USD 0.00      | USD 0.00      |

Subtotal USD 46,255.75  
Total Price USD 46,255.75  
Tax USD 4,394.30  
Grand Total USD 50,650.05

#### TERMS and CONDITIONS of SALE

1. Any Purchase Order(s) or other statement of intent to purchase any products, any direction to proceed with shipment of any products, any deposit made with respect to any products, or any acceptance of any products shall constitute Purchaser's agreement to these Terms and Conditions of Sale.
2. The Proposal expires 20 days from the date of Proposal (unless otherwise noted above).
3. Any applicable taxes not specified on this quotation will be the responsibility of the Purchaser.
4. Interest charges of 1.5% per month will apply to any delinquent accounts past due. Purchaser shall pay all costs and expenses incurred by TriMech in connection with any debt recovery efforts on delinquent accounts, including, without limitation, reasonable attorneys' fees and expenses and all court costs.
5. Terms: 50% Down, Net 15 (unless otherwise noted above).
6. Credit cards accepted include American Express, VISA, Discover and MasterCard; subject to a 2% convenience fee based on total purchase amount.
7. Training must be paid, or purchase order received, before class start date. Training is valid for one year from purchase date.
8. Any student cancellation or rescheduling of classes are subject to a non-refundable \$150 rescheduling fee. No rescheduling will be accepted less than four (4) business days prior to the scheduled training class.
9. The Quotation together with these Terms and Conditions of Sale embody the entire agreement and understanding between TriMech and Purchaser relating to the subject matter hereof and supersede all prior agreements and understandings related to such subject matter. This agreement cannot be modified except in a writing signed by both parties.
10. This agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Virginia without reference to its choice of law provisions.
11. TriMech and Purchaser irrevocably consent to the jurisdiction and venue of the Henrico County, Virginia state courts and United States District Court for the Eastern District of Virginia, Richmond Division.
12. The issuance of the Quotation is expressly conditioned upon and subject to these Terms and Conditions of Sale. Any additional or different terms or conditions set forth in Purchaser's Purchase Order(s) or similar communication, even if presented after Purchaser's receipt of these Terms and Condition, are objected to and will not be binding upon TriMech unless specifically agreed to in writing by an authorized representative of TriMech.
13. Tax jurisdiction, sales and use tax brackets and changes state and local rules and regulations may impact sales and use tax charged on actual invoice.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF INVESTIGATION EQUIPMENT FOR THE BENTONVILLE POLICE DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED FIFTY THOUSAND SIX HUNDRED FIFTY DOLLARS AND FIVE CENTS (\$50,650.05), WITH TRIMECH SOLUTIONS LLC. FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Police Department requests to purchase an Artec LEO 3D Scanner including all equipment, training, and warranties;

**WHEREAS**, Trimech Solutions LLC. is the only provider for this equipment in the region that offers the lowest pricing; therefore, bidding would not result in competitive submittals; and

**WHEREAS**, this agreement will be funded with budgeted monies.

**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 Trimech Solutions LLC., for the purchase of investigation equipment for the Bentonville Police Department, in an amount not to exceed fifty thousand six hundred fifty dollars and five cents (\$50,650.05);

Section 2: This purchase will be made using budgeted funds;

Section 3: Because this vendor is the only provider, offering this price, in this region, 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 investigation equipment for the Bentonville Police Department;

Section 4 - 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 and after the date of its passage and approval;

Section 5 - 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 6 - 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

|                              |                                      |                           |                   |
|------------------------------|--------------------------------------|---------------------------|-------------------|
| <b>Council Meeting Date:</b> | 3/12/2024                            | <b>Submitted By:</b>      | Chief Ray Shastid |
| <b>Phone:</b>                | 479-271-3170                         | <b>For Department(s):</b> | Police Department |
| <b>Email:</b>                | ray.shastid@bentonville.arkansas.gov |                           |                   |

## Item Type (Check all that apply)

|                                                       |                                                       |                                                  |                                           |
|-------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational                | <input type="checkbox"/> Bid Award                    | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input checked="" type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                    | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

## Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution and Budget Adjustment to accept a US DOJ Grant for Police Equipment                                                                                                                                                                                                                                                                                                                            |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution and budget adjustment recognizing a US Department of Justice BJA FY23 Edward Byrne Memorial Justice Assistance grant in the amount of \$13,342.00. A budget adjustment is needed to accept grant funds.                                                                                                                                                                                        |
| <b>Additional Comments for Consideration (Optional):</b> | The equipment (lighting) will be used for special events, investigations, and training. This grant was approved in 2024 to purchase specific equipment as specified in the proposal. The Bentonville Police Department will follow all local, state, and federal procurement requirements as required for these items. A budget adjustment is needed to recognize and appropriate funds. See attachments. |
| <b>Amount for Approval:</b>                              | \$ 13,342.00                                                                                                                                                                                                                                                                                                                                                                                              |

## Budget Impact

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

## Budget Adjustment (to be completed by Finance when applicable)

|                             |                      |              |              |
|-----------------------------|----------------------|--------------|--------------|
| 102010-33110                | Federal Direct Grant | \$           | \$ 13,342.00 |
| Account Number (ORG-OBJECT) | Account Description  | Expense      | Revenue      |
| 102010-42510                | Minor Equipment      | \$ 13,342.00 | \$           |
| 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

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Memorial Justice Assistance Grant Program FY 2023 Local Solicitation**

**Certifications and Assurances by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2023 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

\_\_\_\_\_  
Date of Certification

\_\_\_\_\_  
Printed Name of Chief Executive

\_\_\_\_\_  
Title of Chief Executive

\_\_\_\_\_  
Name of Applicant Unit of Local Government

|                            |                                                      |                        |                                                                               |
|----------------------------|------------------------------------------------------|------------------------|-------------------------------------------------------------------------------|
| Solicitation Title:        | BJA FY 23 Edward Byrne Memorial Justice Assistance   | Solicitation Category: | Category 1— Applicants with eligible allocation amounts of less than \$25,000 |
| Project Title:             | Bentonville AR Community Policing Opportunities FY23 | Federal Award Amount   | \$13,342.00                                                                   |
| Project Period:            | 10/1/22 - 9/30/24                                    | Program Office:        | BJA                                                                           |
| Managing Office:           | OJP                                                  | UEI:                   | FLE5EGLSGK66                                                                  |
| DOJ Grant Manager:         | Elaine Vanlandingham                                 | TIN:                   | 716000642                                                                     |
| Grant Award Administrator: | Rebecca Pinson                                       |                        |                                                                               |
| FAW Case ID                | FAW-181659                                           |                        |                                                                               |

✓ **1.Federal Agency and Organizational Element to Which Report is Submitted:**
 U.S. Department of Justice

Federal Agency and Organizational Element to Which Report is Submitted

✓ **2.Federal Grant Or Other identifying number:**
 15PBJA-23-GG-06107-JAGX

This is the grant number assigned to the award for this program.

✓ **3. Recipient Organization (Name and complete address including Zip code)**

This is the organization name and complete address of the recipient organization.

|                                     |             |                           |       |
|-------------------------------------|-------------|---------------------------|-------|
| <b>Recipient Organization Name:</b> |             | CITY OF BENTONVILLE       |       |
| <b>Street 1:</b>                    |             | 1000 SW 14TH ST           |       |
| <b>Street 2:</b>                    |             |                           |       |
| <b>City:</b>                        | BENTONVILLE | <b>County:</b>            | _____ |
| <b>State:</b>                       | AR          | <b>Province:</b>          | _____ |
| <b>Country:</b>                     | USA         | <b>ZIP / Postal Code:</b> | 72712 |

---

▼ **4a. UEI** FLE5EGLSGK66

This is the recipient organization's Unique Entity Identifier (UEI) or Central Contract Registry UEI.

▼ **4b. EIN** 716000642

This is the Employer Identification Number (EIN) of the recipient organization.



▼ **5. Recipient Account Number**

Enter the account number or any other identifying number assigned by the recipient to the award. This number is for the recipient's use only and is not required.

▼ **6. Report Type**

A final report shall be submitted within 120 days after the grant period end date.

▼ **7. Basis Of Accounting**

Specify whether a cash or accrual basis was used for recording transactions related to the award and for preparing this report. Accrual basis of accounting refers to the accounting method in which expenses are recorded when incurred. For cash basis accounting, expenses are recorded when they are paid.

▼ **8. Project/Grant Period**

Enter the project/grant period (start and end date). This should encompass the beginning date of the original award and the latest ending date under the award number

| From       | To         |
|------------|------------|
| 10/01/2022 | 09/30/2024 |

▼ **9. Reporting Period**

From

To

04/01/2023

06/30/2023

Enter the start and end date of the reporting period. Federal Financial Reports will be submitted on a quarterly basis. A final FFR shall be submitted at the completion of the award agreement. The following reporting periods shall be used for quarterly reports: • October 1 – December 31 (due by January 30) • January 1 – March 31 (due by April 30) • April 1 – June 30 (due by July 30) • July 1 – September 30 (due by October 30)

Quarterly reports shall be submitted no later than 30 days after the end of each reporting period. Final reports shall be submitted no later than 120 days after the project or grant period end date.

---

**10. Transactions:**

## Cummulative

### Federal Cash:

#### ✓ 10a.Cash Receipts

Do not enter any information in this field. COPS, OJP, and OVW do not require a Grantee to report this information.

\_\_\_\_\_

#### ✓ 10b. Cash Disbursements

Do not enter any information in this field. COPS, OJP, and OVW do not require a Grantee to report this information.

\_\_\_\_\_

#### ✓ 10c. Cash on Hand (line a minus b)

Do not enter any information in this field. COPS, OJP, and OVW do not require a Grantee to report this information.

\_\_\_\_\_

### Federal Expenditures and Unobligated Balance:

#### ✓ 10d. Total Federal funds authorized

\$13,342.00

The total Federal funds authorized as of the reporting period end date.

#### ✓ 10e. Federal share of expenditures

\* \$0.00

Enter the cumulative amount of federal fund expenditures. **Cummulative means from award inception through the end of this reporting period.**

#### ✓ 10f.Federal Share of Unliquidated Obligations

Enter the amount for the federal share of unliquidated obligations. On a cash basis, unliquidated obligations are obligations incurred,

\_\_\_\_\_

but not yet paid. They include direct and indirect expenses incurred but not yet paid or charged to the award, including amounts due to subrecipients or contractors. On an accrual basis, the obligations are incurred, but the expenditures have not yet been recorded. On the final report, for either cash or accrual basis, this Line should be zero (0). **Do not include any amount in Line 10f that have been reported in Line 10E. Include the unliquidated obligations that will be expensed by the end of the next quarter. Do not include any amount in Line 10f for a future commitment of funds (such as a long-term contract) for which an obligation or expense will not be incurred by the end of the next quarter.**

|                                                              |             |
|--------------------------------------------------------------|-------------|
| ✓ 10g. Total Federal share (sum of lines e and f)            | \$0.00      |
| The sum of Lines 10e and 10f.                                |             |
| ✓ 10h. Unobligated balance of Federal Funds (line d minus g) | \$13,342.00 |
| The amount of Line 10d minus Line 10g.                       |             |

**Recipient Share:**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| ✓ 10i. Total recipient share required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.00   |
| Enter the total required recipient share for grant period specified in Line 8. The required recipient share should include all matching and cost sharing provided by recipients and third-party providers to meet the level required by the program. This amount should not include cost sharing and match amounts in excess of the amount required by the program (for example, cost overruns for which the recipient incurs additional expenses and, therefore, contributes a greater level of cost sharing or match than the level required by the program). |          |
| ✓ 10j. Recipient share of expenditures                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | * \$0.00 |
| Enter the cumulative recipient share of actual cash disbursements or outlays (less any rebates, refunds, or other credits) including                                                                                                                                                                                                                                                                                                                                                                                                                            |          |

payments to subrecipients and contractors. This amount may include the value of allowable third party in-kind contributions and recipient share of program income used to finance the non-Federal share of the project or program. Note: On the final report this line should be equal to or greater than the amount of Line 10i. **Cumulative means from award inception through the end of this reporting period.**

✓ **10k. Remaining recipient share to be provided (line i minus j)** \$0.00  
The amount of Line 10i minus 10j.

**Program Income:**

✓ **10l. Total Federal program income earned** —  
Enter the amount of federal program income earned. Do not report any program income here that is being allocated as part of the recipient's cost sharing amount included in Line10j. If this is a final report, this field is required and may not be left blank, but a zero (0) may be entered. **Cumulative means from award inception through the end of this reporting period.**

✓ **10m. Program Income expended in accordance with the deduction alternative** —  
Enter the cumulative amount of program income that was used to reduce the Federal share of the total project costs. **Cumulative means from award inception through the end of this reporting period.**

✓ **10n. Program Income expended in accordance with the addition alternative** —

Enter the cumulative amount of program income that was added to funds committed to the total project costs and expended to further eligible project or program activities. **Cumulative means from award inception through the end of this reporting period.**

▼ **10o. Unexpended program income (line l minus line m and line n)** \$0.00

The amount of Line 10l from 10m and 10n.

▼ **11. Indirect Expense:**

- 11a.Select either Not Applicable or the appropriate indirect cost rate(s).
- 11b.Enter the indirect cost rate(s) in effect during the reporting period
- 11c.Enter the beginning and ending effective dates for the rate(s).
- 11d.Enter the amount of the base against which the rate(s) was applied
- 11e.The amount of indirect costs charged during the time period specified. (11b x 11d)
- 11f.Enter the Federal share of the amount in 11e, using a dollar amount, not a percentage.

| 11a.Type of Rate(s) | 11b.Rate | 11c.Period From | 11c.Period To | 11d.Base | 11e.Amount Charged | 11f.Federal Share |
|---------------------|----------|-----------------|---------------|----------|--------------------|-------------------|
| No items            |          |                 |               |          |                    |                   |

|                     |  |  |  |            |            |                      |
|---------------------|--|--|--|------------|------------|----------------------|
|                     |  |  |  | 11g.Totals | Base Total | Amount Charged Total |
|                     |  |  |  |            | \$0.00     | \$0.00               |
| Federal Share Total |  |  |  |            |            |                      |
| \$0.00              |  |  |  |            |            |                      |

▼ **12.Additional Information**

Enter any remarks, explanations or additional information required. Supporting documents may be added by clicking the “Upload Supporting Documents” button.

Remarks

Uploaded Documents

| File Name |  |
|-----------|--|
|-----------|--|

No items

Upload Supporting Documents

> 13.Certification

By submitting this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prefix: \_\_\_\_\_

First Name: Rebecca

Middle Name:

Last Name: Pinson

Suffix:

Title: \_\_\_\_\_

Full Name: Rebecca Pinson

Email Address: rpinson@bentonvillear.com

**Telephone:** 4792542066

**Date:** 05-Feb-2024



## Customer Quotation

Expiration Date 02/22/2024

|                    |   |                                |               |
|--------------------|---|--------------------------------|---------------|
| <b>Project/Job</b> | - | <b>Customer Account Name</b>   | CITY OF       |
| <b>Attention</b>   | - |                                | BENTONVILLE   |
| <b>Department</b>  | - | <b>Customer Account Number</b> | 0885998359    |
|                    |   | <b>Grainger Quote Number</b>   | QTE2484823413 |
|                    |   | <b>Requisition name</b>        | -             |

**Ship to**  
CITY OF BENTONVILLE  
- POLICE DEPARTMENT  
908 SE 14TH ST  
Bentonville, AR, 72712-6719

**Notes**

-

| Item # | Description Mfr. Names & Model                                                                                                                        | Qty | Your Price | Total Price |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-------------|
| 43MJ60 | Remote Area Lighting System: LED, 6,000<br>lm Max Brightness, 1 No. of Brightness<br>Levels, IP54<br>PELICAN 094900-0000-110<br>Country of Origin USA | 3   | \$1,234.59 | \$3703.77   |

This product is available only for Ground shipping.

|        |                                                                                                                                                     |   |            |           |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---|------------|-----------|
| 429J09 | Temporary Job Site Light: LED, 12,000<br>lm Max Brightness, 1 No. of Brightness<br>Levels, IP54<br>PELICAN 094600-0002-110<br>Country of Origin USA | 4 | \$2,221.56 | \$8886.24 |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---|------------|-----------|

This product is available only for Ground shipping.

**Subtotal: \$12590.01**

**Estimated Tax: \$1196.06**

**Estimated Standard Shipping: FREE**

**Estimated Total: \$13786.07**

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order.

## Budget Worksheet and Budget Narrative

| Equipment Item                                                                    | # of items | Cost Per Item | Non-Federal Total | Federal Total      |
|-----------------------------------------------------------------------------------|------------|---------------|-------------------|--------------------|
| Remote Area Lighting System: LED, 6,000 LM Max Brightness PELICAN 094900-0000-110 | 3          | \$1,234.59    | 0                 | \$3703.77          |
| Temporary Job Site Light: LED, 12,000 LM Max Brightness PELICAN 094600-0002-110   | 4          | \$2,221.56    | 0                 | \$8,886.24         |
| <b>Sub Totals</b>                                                                 |            | \$3,456.15    |                   | <b>\$12,590.01</b> |
| <b>Estimated Tax</b>                                                              |            |               |                   | <b>\$ 1,196.06</b> |
| <b>Estimated Shipping</b>                                                         |            |               |                   | <b>0</b>           |
| <b>Project Total</b>                                                              |            |               |                   | <b>\$13,786.07</b> |
| <b>Federal Total</b>                                                              |            |               |                   | <b>\$13,342.00</b> |
| <b>Local Total</b>                                                                |            |               |                   | <b>\$ 444.07</b>   |

### **Budget Narrative**

The Bentonville Police Department will follow all local, state, and federal procurement requirements as required for these items.

- A. The Remote Area Lighting System: LED, 6,000 LM Max Brightness: PELICAN 094900-0000-110 has a quoted cost of \$1,234.59.

The City is requesting 3 (\$1,234.59 x 4) for a total cost of **\$3,703.77**.

- B. The Temporary Job Site Light: LED, 12,000 LM Max Brightness PELICAN 094600-0002-110 has a quoted cost of \$2,221.56.

The City is requesting 4 (\$2,221.56 x 4) for a total cost of **\$8,886.24**.

The **subtotal** of \$3,703.77. plus \$8,886.24 equals **\$12,590.01**

The estimated tax is \$1,196.06

The total project cost is **\$13,786.07**

The City is requesting the full \$13,342.00 and will cover the \$444.07 remaining costs from their equipment budget.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE US DEPARTMENT OF JUSTICE (AWARD #15PBJA-23-GG-06107-JAGX), IN THE AMOUNT OF THIRTEEN THOUSAND THREE HUNDRED FORTY-TWO DOLLARS (\$13,342.00); ADJUSTING THE 2024 BUDGET TO RECOGNIZE AND APPROPRIATE SAID GRANT FUNDS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Police Department is awarded equipment grant funds, in the amount of thirteen thousand three hundred forty-two dollars (\$13,342.00), from the US Department of Justice BJA FY23 Edward Byrne Memorial Justice Assistance Grant to be used to purchase lighting equipment as specified in the proposal; and

**WHEREAS**, there is no matching provision in this grant.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the US Department of Justice in which Bentonville Police Department will receive thirteen thousand three hundred forty-two dollars (\$13,342.00) in equipment grant funds;

Section 2: The 2024 Budget is hereby adjusted to recognize said grant funds into Account #102010-33110 – Federal Direct Grant;

Section 3: The 2024 Budget is further adjusted to appropriate the same into Account #102010-42510 – Minor Equipment;

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 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:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                             |                           |                 |
|------------------------------|-----------------------------|---------------------------|-----------------|
| <b>Council Meeting Date:</b> | 3/12/2024                   | <b>Submitted By:</b>      | Kevin Boydston  |
| <b>Phone:</b>                | (479) 271-3151              | <b>For Department(s):</b> | Fire Department |
| <b>Email:</b>                | kboydston@bentonvillear.com |                           |                 |

#### Item Type (Check all that apply)

|                                                       |                                                       |                                                  |                                           |
|-------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational                | <input type="checkbox"/> Bid Award                    | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input checked="" type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                    | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                               |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Accepting \$6,450.00 in Grant Funds from the Fire-Wise Program                                                                                                     |
| <b>Action Recommendation &amp; Justification:</b>        | Accepting Fire-Wise grant funds into a Fire Training account for the purchase of three fire resistive training manikins. A budget adjustment is needed to accept grant funds. |
| <b>Additional Comments for Consideration (Optional):</b> | The Fire-Wise Grant program has certain criteria for fund usage. The fire-resistive manikins meet the criteria.                                                               |
| <b>Amount for Approval:</b>                              | \$ 6,450.00                                                                                                                                                                   |

#### Budget Impact

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

#### Budget Adjustment (to be completed by Finance when applicable)

|                             |                       |             |             |
|-----------------------------|-----------------------|-------------|-------------|
| 102020-33411                | State Operating Grant | \$          | \$ 6,450.00 |
| Account Number (ORG-OBJECT) | Account Description   | Expense     | Revenue     |
| 102020-45810                | Travel & Training     | \$ 6,450.00 | \$          |
| 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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## FIRE HOUSE TRAINING MANIKIN

### FOR PROFESSIONALS WHO SAVE LIVES

Ruth Lee is a family business whose core values revolve around the care of our employees, service to our customers and uncompromising product quality. We are proud to serve YOU, the dedicated professionals who make such a valuable contribution to society.

We employ highly skilled people and source the most durable materials to ensure our products meet the highest international standards.

Our manikins are designed to represent the correct anatomic weight distribution of a real person, and we offer a range of different models to suit every conceivable scenario. This ensures that your training is as realistic and as effective as possible; preparing you for all eventualities.

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# FIRE HOUSE TRAINING MANIKIN

## IDEAL FOR THE FOLLOWING TRAINING SCENARIOS:

BA snatch rescue training in fire houses and 'hot fire cell' training. Manikins will withstand temperatures of around 160°C at floor level (400°C at the ceiling)\*.

## SPECIAL MATERIALS:

Carcass constructed from the same flame retardant Polyester (conforms to BS EN ISO 15025:2002) used in Police ballistic/stab vests & reinforced with 38mm meta-aramid blend webbing to avoid becoming brittle and melting. Protective overalls are non-flammable; constructed from a special meta-aramid/para-aramid blend material, and reinforced with meta-aramid webbing to improve abrasion resistance. They are fitted with 20mm ties, as standard Velcro fastenings melt at high temperature.

## FEATURES & BENEFITS:

- Anatomically correct weight distribution to give the 'feel' of an unconscious casualty.
- Tough enough to withstand being buried under

concrete or steel lintels.

- Soft body joints eliminate the risk of pinch welts and bruising; common injuries when using plastic bodied manikins.
- An immobilisation/extrication collar can be fitted around the neck of our adult manikins to promote proper casualty care.
- Comes complete with overalls, boots and separate meta-aramid/para-aramid blend hood to cover the head, which are easily replaced if damaged.

## NOT SUITED FOR:

- \*Direct exposure to naked flames or excessive temperatures.
- Use in water – See our Water Rescue range.

## EXTENSIVELY USED BY:

- All UK Fire & Rescue Services.
- Airport Fire & Rescue Services.
- The British Ministry of Defence (MOD).
- Equivalent organisations across North & South America, Europe, Australia and Asia.

## AVAILABLE WEIGHTS & SIZES:

| DESCRIPTION | MODEL CODE | HEIGHT (M) | WEIGHT (KG) | NATO STOCK #    |
|-------------|------------|------------|-------------|-----------------|
| Baby        | RLNFH5     | 0.7        | 5           | N/A             |
| Toddler     | RLNFH10    | 0.9        | 10          | N/A             |
| Youth       | RLNFH20    | 1.3        | 20          | N/A             |
| 30 Kg Adult | RLNFH30    | 1.8        | 30          | 4240-99-5158249 |
| 50 Kg Adult | RLNFH50    | 1.8        | 50          | 4240-99-5550594 |
| 70 Kg Adult | RLNFH70    | 1.8        | 70          | N/A             |

\*Manikins weighing over 50kg may have metal ballast as part of their construction. Please contact us for more information.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE FIRE-WISE PROGRAM, IN THE AMOUNT OF SIX THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$6,450.00); ADJUSTING THE 2024 BUDGET TO RECOGNIZE AND APPROPRIATE SAID GRANT FUNDS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Fire Department is awarded grant funds, in the amount of six thousand four hundred fifty dollars (\$6,450.00), from the Fire-Wise Program to be used for the purchase of three fire resistive training manikins; and

**WHEREAS**, there is no matching provision in this grant.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with Fire-Wise Program in which the Bentonville Fire Department will receive six thousand four hundred fifty dollars (\$6,450.00) in grant funds;

Section 2: The 2024 Budget is hereby adjusted to recognize said grant funds into Account #102020-33411 – State Operating Grants;

Section 3: The 2024 Budget is further adjusted to appropriate said grant funds into Account #102020-45810 – Travel & Training;

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 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:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                            |                           |                |
|------------------------------|----------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 3/12/2024                  | <b>Submitted By:</b>      | Debbie Griffin |
| <b>Phone:</b>                | 479-254-2028               | <b>For Department(s):</b> | Airport        |
| <b>Email:</b>                | dgriffin@bentonvillear.com |                           |                |

#### Item Type (Check all that apply)

|                                                   |                                            |                                                   |                                           |
|---------------------------------------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------------|
| <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds        | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid            | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                | <input type="checkbox"/> Resolution        | <input checked="" type="checkbox"/> Informational |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Airport Advisory Board Appointment of Council Member Beckie Seba                                                                                                                                                                                                                              |
| <b>Action Recommendation &amp; Justification:</b>        | Appointment of City Council Member Beckie Seba for the ex-officio seat on the Airport Advisory Board, replacing Council Member Chris Sooter. This is a 3 year appointment at the recommendation of Mayor Stephanie Orman. Beckie Seba's term will begin on 3/13/2024 and expire on 3/13/2027. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                                                                                                                               |
| <b>Amount for Approval:</b>                              | \$                                                                                                                                                                                                                                                                                            |

#### 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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March 12, 2024

**To:** City Council Members & City Clerk

**From:** Mayor Stephanie Orman

**Subject:** Appointment of Beckie Seba to the City of Bentonville's Airport Advisory Board.

SO

---

I recommend Council Member Beckie Seba for appointment as the ex-officio member to the City of Bentonville's Airport Advisory Board. Ms. Seba will be filling Council Member Sooter's position of ex-officio with her term expiring March 13, 2027.

Stephanie Orman



## City of Bentonville, Arkansas Agenda Item Form

### Item Details

|                              |                          |                           |                       |
|------------------------------|--------------------------|---------------------------|-----------------------|
| <b>Council Meeting Date:</b> | 11/14/2023               | <b>Submitted By:</b>      | Mayor Stephanie Orman |
| <b>Phone:</b>                | (479) 271-5966           | <b>For Department(s):</b> |                       |
| <b>Email:</b>                | sorman@bentonvillear.com |                           |                       |

### Item Type (Check all that apply)

|                                                          |                                                   |                                                          |                                                  |
|----------------------------------------------------------|---------------------------------------------------|----------------------------------------------------------|--------------------------------------------------|
| <input checked="" type="checkbox"/> <b>Informational</b> | <input type="checkbox"/> <b>Bid Award</b>         | <input type="checkbox"/> <b>Enter into an Agreement</b>  | <input type="checkbox"/> <b>Change Order</b>     |
| <input type="checkbox"/> <b>Recognizing Funds</b>        | <input type="checkbox"/> <b>Budget Adjustment</b> | <input type="checkbox"/> <b>Waiver of Bid</b>            | <input type="checkbox"/> <b>Emergency Clause</b> |
| <input type="checkbox"/> <b>Ordinance</b>                | <input type="checkbox"/> <b>Resolution</b>        | <input checked="" type="checkbox"/> <b>Informational</b> |                                                  |

### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                       |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Appointment of Dennis Birge to the Ozark Regional Transit Board of Directors                                                                                                          |
| <b>Action Recommendation &amp; Justification:</b>        | Mayor Stephanie Orman is recommending Dennis Birge for appointment to the Ozark Regional Transit Board of Directors. This will be Mr. Birge's first term that will expire March 2027. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                       |
| <b>Amount for Approval:</b>                              | \$                                                                                                                                                                                    |

### 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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# Memorandum



**To:** City Council Members

**From:** Stephanie Orman, Mayor

**Date:** March 12, 2024

**Re:** Appointment of Dennis Birge to Ozark Regional Transit Board of Directors

---

I recommend Dennis Birge for appointment to Ozark Regional Transit's Board of Directors committee. Mr. Birge's term would end March 11, 2027.

Stephanie Orman



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                          |                           |                |
|------------------------------|--------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 3/12/2024                | <b>Submitted By:</b>      | Dennis Birge   |
| <b>Phone:</b>                | 479-271-5964             | <b>For Department(s):</b> | Transportation |
| <b>Email:</b>                | dbirge@bentonvillear.com |                           |                |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Ordinance approving 2024 Public Transit Agreement with Ozark Regional Transit Service                                                                                                                                                                                               |
| <b>Action Recommendation &amp; Justification:</b>        | Ordinance allowing the approval of an agreement with Ozark Regional Transit Service in the amount of \$530,000.00 to provide transit service to Bentonville citizens for the 2024 calendar year and waiving the requirement of competitive bidding. No Budget Adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | 2024 agreement provides both on-demand and fixed-route services.                                                                                                                                                                                                                    |
| <b>Amount for Approval:</b>                              | \$ 530,000.00                                                                                                                                                                                                                                                                       |

#### 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

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**AGREEMENT FOR CITY OF BENTONVILLE TRANSIT SERVICES**

**WHEREAS**, Ozark Regional Transit (ORT), is a public transit authority organized and existing pursuant to A.C.A 14-334-101 et. seq., and,

**WHEREAS**, the City of Bentonville, Arkansas (City) is a member of said authority; and,

**WHEREAS**, ORT has been providing public transportation to the citizens of the City; and,

**WHEREAS**, the City has agreed to provide funding for transit services from its General Fund; and,

**WHEREAS**, the funding sources for services are as follows:

|                                             |                |
|---------------------------------------------|----------------|
| Total Service Cost (including connectivity) | \$1,473,221.00 |
| Federal Share                               | \$190,068.00   |
| City Share                                  | \$530,000.00   |
| Fare Income Estimate                        | \$11,506.00    |
| WFF Grant                                   | \$741,647.00   |

**WHEREAS**, the 2024 Federal Share of funding allocated through 49 USC 5307 Urbanized Area Formula Grants is estimated to be 3% more than the 2023 posted apportionments and is split locally in the following manner:

|                                    |                |
|------------------------------------|----------------|
| Federal Allocation Total           | \$3,558,783.00 |
| Razorback Transit Share (45%)      | \$1,555,102.00 |
| Ozark Regional Transit Share (55%) | \$1,900,681.00 |
| Fayetteville Share                 | \$767,305.00   |
| Springdale Share                   | \$675,502.00   |
| Rogers Share                       | \$267,806.00   |
| Bentonville Share                  | \$190,068.00   |

**WHEREAS**, the City is agreeable to such.

**NOW, THEREFORE, IT IS AGREED:**

1. ORT will continue to provide services to the citizens of the City of Bentonville as has been traditionally provided in the past.
2. For the sum of \$530,000.00 ORT will provide services as follows:
  - a. 3 vehicles providing On Demand transit services within the City and within the boundaries of the attached schedule identified as Exhibit "A" from January 1, 2024 to on/or about March 31, 2024.
  - b. 4 vehicles providing both Fixed Route transit services and On Demand transit services and within the boundaries of the attached schedule identified as Exhibit "B" and map identified as Exhibit "C" from on/or about March 31, 2024 through December 31, 2024.
  - c. Associated ADA Para-Transit services.
3. If the City's share of the state sales tax enacted pursuant to Amendment 91 tax generates more than the amount necessary to cover the funding agreed to, any such overage will be retained by the City. If the

anticipated revenue is less than \$530,000.00 then the City shall pay the difference from other funding sources.

4. The revenue of \$530,000.00 referred to herein as the City's share shall be remitted in quarterly installments. The quarterly installments of \$132,500.00 shall be billed by ORT.
5. ORT, with input and coordination with City staff, will manage the installation and removal of bus stop locations, bus stop signage, shelter placement, and bench placement when necessary.
6. The term of this Agreement shall be from January 1, 2024, through December 31, 2024; however, said Agreement may be terminated by either party upon sixty (60) days written notice.
7. ORT shall make monthly reports to the City and furnish any and all information requested by the City.
8. In the event of a performance failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Agreement, the City may withhold sums otherwise due to Provider that are specifically for the service that was not performed in accordance with the Agreement, until correction of the performance failure is confirmed. In the event that Provider fails to correct the performance failure within forty-eight (48) hours of being notified, or if the Provider fails to correct the performance failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Agreement immediately.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Ozark Regional Transit**

**City of Bentonville, Arkansas**

By: \_\_\_\_\_  
Joel Gardner  
Executive Director  
Ozark Regional Transit

By: \_\_\_\_\_  
Stephanie Orman  
Mayor, City of Bentonville, Arkansas

| Exhibit A 2024 ODT | Monday    |       | Tuesday   |       | Wednesday |       | Thursday  |       | Friday    |       | Saturday  |       |
|--------------------|-----------|-------|-----------|-------|-----------|-------|-----------|-------|-----------|-------|-----------|-------|
|                    | Time      | Hours | Time      | Hours | Time      | Hours | Time      | Hours | Time      | Hours | Time      | Hours |
| ODT 1              | 0700-1830 | 11.5  | 0700-1830 | 11.5  | 0700-1830 | 11.5  | 0700-1830 | 11.5  | 0700-2400 | 17    | 1200-2400 | 12    |
| ODT 2              | 0700-1830 | 11.5  | 0700-1830 | 11.5  | 0700-1830 | 11.5  | 0700-1830 | 11.5  | 0700-2400 | 17    | 1200-2400 | 12    |
| ODT 3              | 0700-1830 | 8     | 0700-1830 | 8     | 0700-1830 | 8     | 0700-1830 | 8     | 0700-1830 | 8     |           |       |
| ADA PT             | 0700-1700 | 10    | 0700-1700 | 10    | 0700-1700 | 10    | 0700-1700 | 10    | 0700-1700 | 10    | 0         | 0     |
| RTE 490            |           | 2     |           | 2     |           | 2     |           | 2     |           | 2     |           |       |
| Daily Svc Hours    |           | 43    |           | 43    |           | 43    |           | 43    |           | 54    |           | 24    |
| Weekly Hours       |           | 250   |           |       |           |       |           |       |           |       |           |       |
| Annual Hours       |           | 12640 |           |       |           |       |           |       |           |       |           |       |

| Exhibit B | 2024 BRC Share  | Monday    |       | Tuesday   |       | Wednesday |       | Thursday  |       | Friday    |       | Saturday  |       |
|-----------|-----------------|-----------|-------|-----------|-------|-----------|-------|-----------|-------|-----------|-------|-----------|-------|
|           |                 | Time      | Hours | Time      | Hours | Time      | Hours | Time      | Hours | Time      | Hours | Time      | Hours |
|           | V1              | 0600-1800 | 12    | 0600-1800 | 12    | 0600-1800 | 12    | 0600-1800 | 12    | 0600-2300 | 17    | 1200-2400 | 12    |
|           | V2              | 0600-1800 | 12    | 0600-1800 | 12    | 0600-1800 | 12    | 0600-1800 | 12    | 0600-2300 | 17    | 1200-2400 | 12    |
|           | V3              | 0600-1800 | 12    | 0600-1800 | 12    | 0600-1800 | 12    | 0600-1800 | 12    | 0600-1800 | 12    |           |       |
|           | V4              | 0600-1800 | 12    | 0600-1800 | 12    | 0600-1800 | 12    | 0600-1800 | 12    | 0600-1800 | 12    |           |       |
|           | ADA PT          | 0700-1530 | 8.5   | 0700-1530 | 8.5   | 0700-1530 | 8.5   | 0700-1530 | 8.5   | 0700-1530 | 8.5   |           |       |
|           | RTE 490         |           | 2     |           | 2     |           | 2     |           | 2     |           | 2     |           |       |
|           | Daily Svc Hours |           | 58.5  |           | 58.5  |           | 58.5  |           | 58.5  |           | 68.5  |           | 24    |
|           | Weekly Hours    | 326.5     |       |           |       |           |       |           |       |           |       |           |       |
|           | Annual Hours    | 16618     |       |           |       |           |       |           |       |           |       |           |       |





**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF TRANSIT SERVICE WITHIN THE CITY OF BENTONVILLE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED FIVE HUNDRED THIRTY THOUSAND DOLLARS (\$530,000.00), WITH OZARK REGIONAL TRANSIT FOR THIS PURCHASE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Transportation Department wishes to enter into an agreement with Ozark Regional Transit for public transit services within the City of Bentonville;

**WHEREAS**, Ozark Regional Transit is the sole provider for such service in the area and bidding would not result in competitive submittals; and

**WHEREAS**, this agreement will be funded with budgeted monies.

**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 Ozark Regional Transit for the public transit service within the City of Bentonville, in an amount not to exceed five hundred thirty thousand dollars (\$530,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: 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 public transit services for the Bentonville Transportation Department;

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

|                              |                             |                           |                |
|------------------------------|-----------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 3/12/2024                   | <b>Submitted By:</b>      | Tracy Billings |
| <b>Phone:</b>                | 479-696-0229                | <b>For Department(s):</b> | Transportation |
| <b>Email:</b>                | tbillings@bentonvillear.com |                           |                |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                 |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Setting a Public Hearing for Drainage, Access & Utility Easement Vacation (VAC24-0001)                                                               |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to set Public Hearing for March 26, 2024 for a Drainage, Access and Utility Easement Vacation located at Lot 13 of Pickens Subdivision (VAC24-0001). |
| <b>Additional Comments for Consideration (Optional):</b> | Resolution and GIS Vicinity Map attached.                                                                                                                       |
| <b>Amount for Approval:</b>                              | \$ 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):

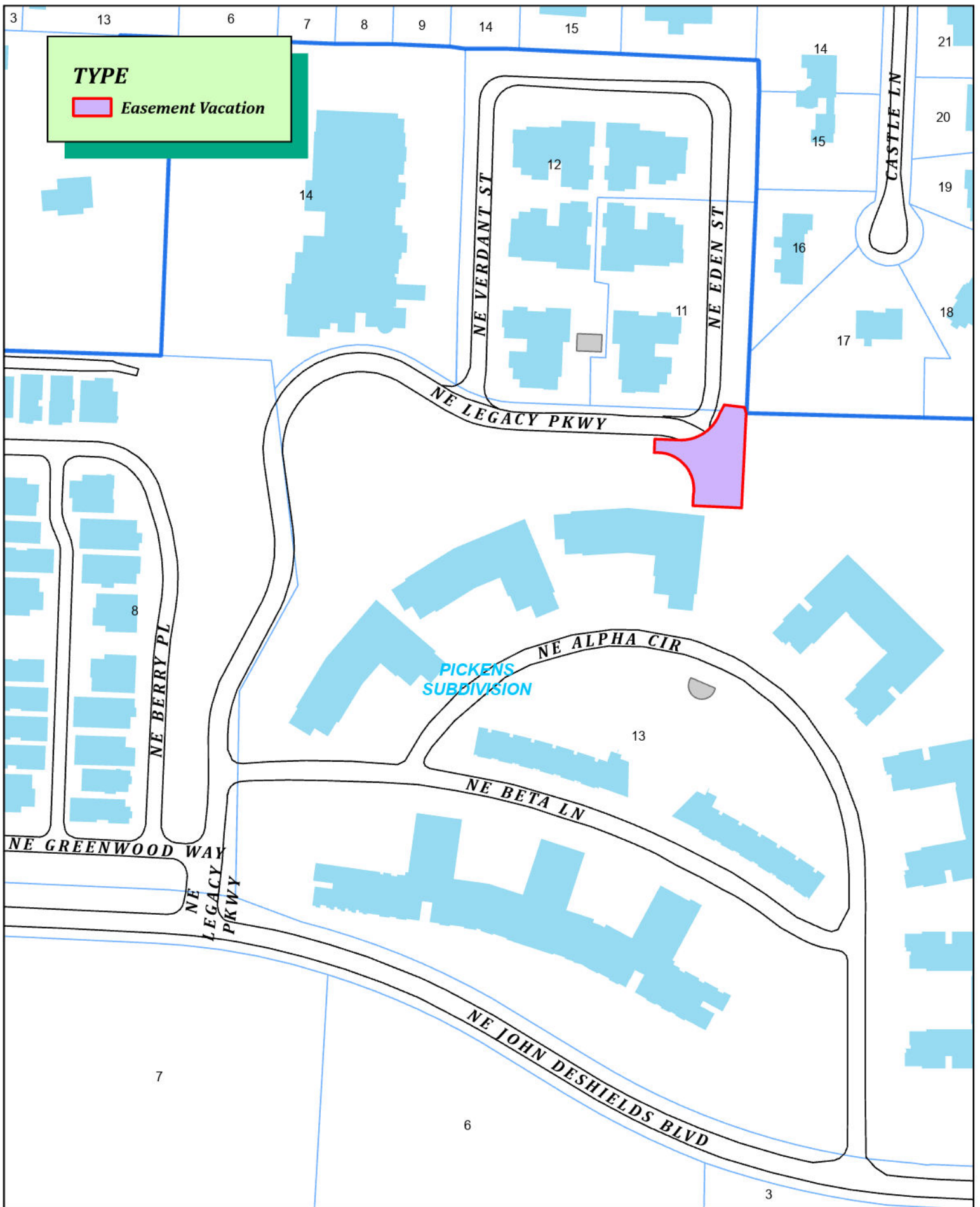
City of Bentonville, Arkansas

City Hall

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VAC24-0001  
Easement Vacation  
600 NE Alpha Cir



**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 Crystal Pickens, LLC requesting a utility, access, and drainage easement vacation (VAC24-0001) within the City of Bentonville, Arkansas be vacated, which said utility easements is described as follows:

Vacating a combined 0.24 Ac. portion of a Public Access, Drainage & Utility Easement situated in Lot 13, Pickens Subdivision as recorded in Plat Book 2009, Page 523 and a portion of a 20 foot Utility Easement as recorded in Plat Book 2006, Page 1424, being more particularly described by meets and bounds from an on-the-ground survey performed by CEI Engineering, Inc. as follows: COMMENCING at a found 1/2-inch rebar with cap stamped "LS944" being the northeast corner of said Lot 13;

THENCE along the north boundary line of said Lot 13, North 88°35'57" East, 521.86 feet to a found 1/2-inch rebar being the POINT OF BEGINNING;

THENCE departing the said north boundary line over and across Lot 13 the follow eight (8) courses:

1. South 02°47'07" West, 140.00 feet
2. North 87°21'05" West, 72.00 feet
3. North 02°47'07" East, 15.25 feet to the beginning of a curve to the left
4. Along said curve to the left, a radius of 54.00 feet, a delta of 90°35'15", a chord bearing North 42°30'30" West, a chord distance of 76.76 feet, and an arc length of 85.38 feet
5. North 02°11'52" East, 20.00 feet
6. South 87°48'08" East, 36.03 feet to the beginning of a curve to the left
7. Along said curve to the left, a radius of 61.25 feet, a delta of 66°41'02", a chord bearing North 56°49'42" East, a chord distance of 67.33 feet, and an arc length of 71.29 feet
8. North 28°01'44" East, 14.52 feet to a found 1/2-inch rebar with cap stamped "LS1272" also being the north line of said Lot 13

THENCE along said north line, South 83°16'18" East, 30.07 feet to the POINT OF BEGINNING, containing 10,631 square feet or 0.24 acres of land 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, access and drainage easement is set for a hearing March 26, 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.

\_\_\_\_\_  
**Kirby Romines, City Clerk**  
**Bentonville, Arkansas**

\_\_\_\_\_  
**Stephanie Orman, Mayor**  
**City of Bentonville, Arkansas**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                          |                           |             |
|------------------------------|--------------------------|---------------------------|-------------|
| <b>Council Meeting Date:</b> | 3/12/2024                | <b>Submitted By:</b>      | Dan Weese   |
| <b>Phone:</b>                | 479-254-2024             | <b>For Department(s):</b> | Engineering |
| <b>Email:</b>                | dweese@bentonvillear.com |                           |             |

#### Item Type (Check all that apply)

|                                            |                                                |                                                             |                                           |
|--------------------------------------------|------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                  |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution authorizing Agreement with G-Squared Professional Services for LiDAR and Contours                                                                     |
| <b>Action Recommendation &amp; Justification:</b>        | Recommend authorization for the Mayor and City Clerk to enter into an agreement with G-Squared for LiDAR and Contour services. No budget adjustment is required. |
| <b>Additional Comments for Consideration (Optional):</b> | This was included in the 2024 budget in account 101630-43210. This firm was selected in accordance with the City's Purchasing Policy for professional services.  |
| <b>Amount for Approval:</b>                              | \$ 72,500.00                                                                                                                                                     |

#### 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

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Task Order # 014 – City of Bentonville  
Dated: March 15, 2024

**TASK ORDER # 014 TO CONTRACT FOR PROFESSIONAL MAPPING SERVICES**

**RE: 2024 New LiDAR Acquisition for the Purpose of Updating Elevation Data for the City of Bentonville, Arkansas**

**I. Scope of Work**

G-Squared will acquire new LiDAR data for the City of Bentonville to create 1-foot contours within the attached area of interest based on the attached index map. The data collected will have a point density of 10-12 points per square meter and will meet the USGS specifications for Quality Level 1 LiDAR accuracy.

G-Squared will be utilizing the ground elevation data from the monuments established by the City of Bentonville. Any additional observations of the monuments or new ground control points will be performed by an Arkansas Registered Land Surveyor.

**II. Schedule and Deliverables**

The LiDAR acquisition will be completed 3 to 4 weeks after notice to proceed, weather permitting. The bare-earth classification and 1-foot contours will be provided approximately 12 to 16 weeks after LiDAR acquisition. This data will be delivered in LAS and AutoCAD file format.

*NOTE: It is recommended this acquisition take place during leaf off conditions to provide sufficient point density within vegetated areas. This will provide the best outcome in the overall accuracy of the dataset.*

**III. Fees and Payments**

All fees and services performed by this contract have been strictly based on the Professional Service Contract dated March 15, 2024, between G-Squared and the City of Bentonville.

Invoices shall be submitted to the city project manager based on budget cycle and relative to percentage complete and/or delivered.

|                                         |
|-----------------------------------------|
| <b>Total not to exceed.....\$72,500</b> |
|-----------------------------------------|

**City of Bentonville**

**G-Squared**

By: \_\_\_\_\_  
City of Bentonville  
Authorized Representative

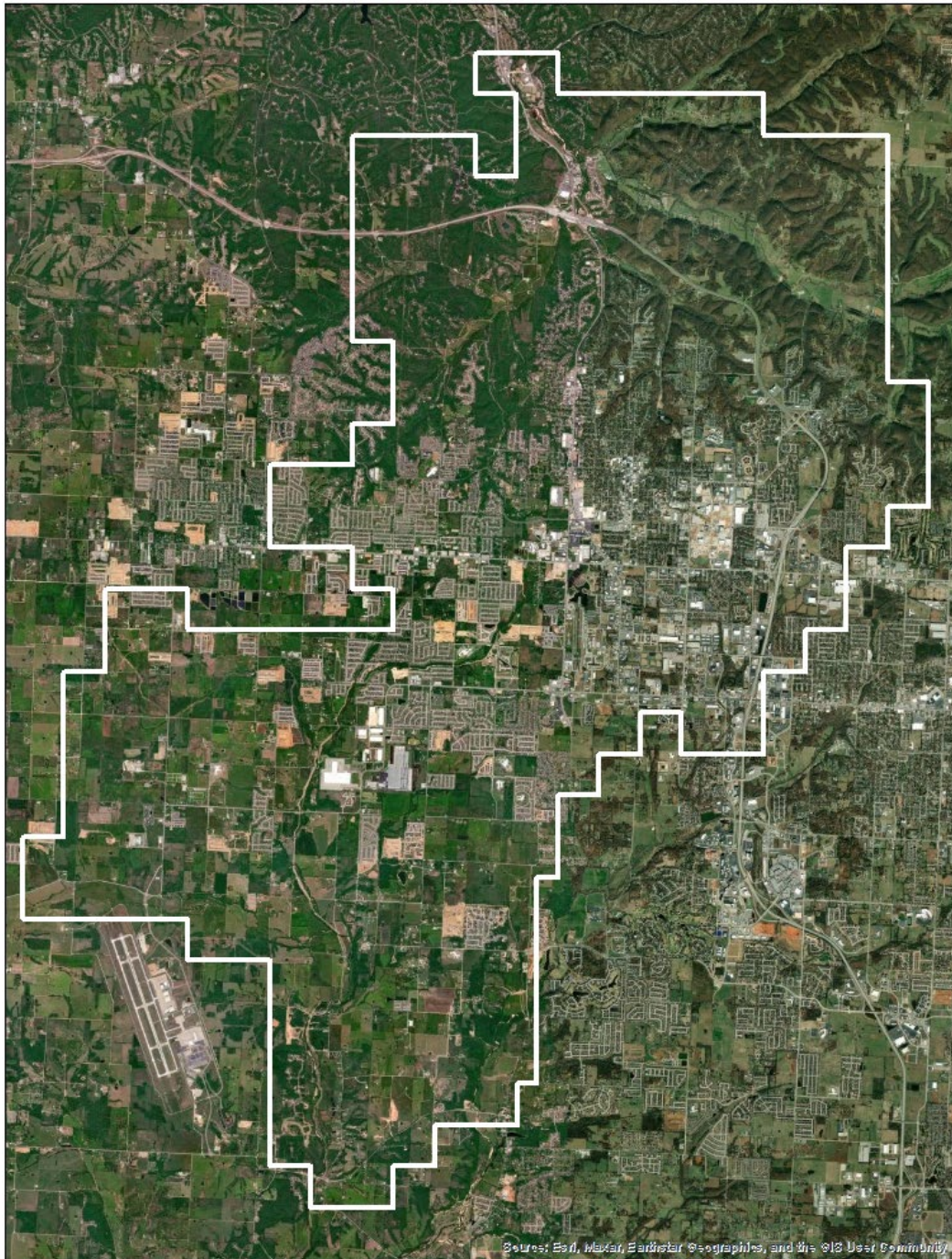
By: \_\_\_\_\_  
Zach Galyen  
Project Manager

Dated : \_\_\_\_\_

Dated: \_\_\_\_\_



**Prepared by G-Squared  
March 15, 2024  
City of Bentonville, AR  
Proposed New Lidar Acquisition and 1-Foot Contours  
for +/- 69 Square Miles**



## PROFESSIONAL SERVICES CONTRACT

CITY of BENTONVILLE and G SQUARED, LLC

This renewable contract is made and entered into by and between the City of Bentonville, Arkansas, hereinafter called the CLIENT, and G Squared, LLC, hereinafter called the CONTRACTOR, on the date this contract is executed by the last party to this contract to execute it. This professional service contract shall become effective on the 15<sup>th</sup> day of March 2024, and shall, except if terminated as herein provided or as otherwise provided or allowed, be valid for one year until the 15<sup>th</sup> day of March 2025. All services shall be performed under the direct supervision of a Certified Photogrammetrist.

### WITNESSETH THAT:

WHEREAS the CLIENT desires to engage the CONTRACTOR to render technical and professional services, hereinafter described in connection with the PROJECT as requested by the CLIENT officials.

NOW, THEREFORE, the CLIENT and the CONTRACTOR do mutually agree as follows:

#### **Section 1. CONTRACTOR**

The CLIENT agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the professional services hereinafter set forth, within this agreement for the CLIENT, in a proper manner as determined by the CLIENT.

All work conducted for the project will be performed within the boundaries of the United States. Under no circumstances shall the CONTRACTOR send any film, film derivatives, or any other data, whether digital or hard copy, associated with the performance of a contract to destinations outside of the United States of America.

Services requested by the Project Manager, as defined in Section 4 (e) of this document, will require a Task Order issued in the amount quoted for specific products and services requested. Task orders will include the type of service, schedule, and cost quote not to be exceeded for all services requested.

In the event of a change ordered by the project manager, the change order will include the type of service and associated cost difference.

#### **Section 2. SCOPE OF SERVICE**

The CONTRACTOR shall furnish, in a professional and workmanlike manner, aerial photography, analytical aerotriangulation, LiDAR, digital topographic mapping, digital orthophotography, map conversion, and photogrammetry consulting services within the project area specified. The project area of interest is as defined by the index map on each task order.

#### **Section 3. TIME OF PERFORMANCE**

All work shall be completed and delivered by the date specified on the task order.

#### **Section 4. GENERAL PROVISIONS**

(a) *Personnel.* The CONTRACTOR warrants that it has professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

(b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the CLIENT.

(c) *Subcontracts*. None of the work or services covered by this contract shall be subcontracted without the prior approval of the CLIENT. Any work or services subcontracted hereunder shall be specified and shall be subject to each provision of this contract.

(d) *Access to Materials*. The CLIENT agrees to make available to the CONTRACTOR the digital map data for updating, project documents, and any other information necessary, which has a direct bearing on the project, at no expense to the CONTRACTOR.

(e) *Communications*. The representative project manager of the CLIENT and the CONTRACTOR to whom communications regarding the project, which is the subject of this contract, should be directed as follows:

(1) CLIENT: City of Bentonville  
Dan Weese, PE  
Deputy Transportation Director  
3200 SW Municipal Drive  
Bentonville, Arkansas 72712  
Phone: (479) 254-2024  
Email: [dweese@bentonvillear.com](mailto:dweese@bentonvillear.com)

(2) CONTRACTOR: G SQUARED, LLC  
Zach Galyen  
20 Ardmore Hwy  
Fayetteville, TN 37334  
Phone: (931) 438-1414  
Fax: (931) 438-1415  
Email: [zgalyen@gsqmap.com](mailto:zgalyen@gsqmap.com)

## **Section 5. COMPENSATION AND METHOD OF PAYMENT**

The CONTRACTOR shall invoice the CLIENT at the end of each month based on percentage of work completed.

The invoiced amount shall be due the CONTRACTOR within 30 days after the CLIENT's acceptance of that part of the work. In no case shall the CLIENT's acceptance be delayed more than 30 days unless the CONTRACTOR breaches this contract or quality deficiencies are found in the work.

Notices and invoices under this contract shall be sent to the following:

City of Bentonville  
Attention: Dan Weese, PE, Deputy Transportation Director  
3200 SW Municipal Drive  
Bentonville, Arkansas 72712  
(479) 254-2024

Notices and payments under this contract shall be sent to the following:

G Squared, LLC  
Lindsey Galyen, Jr.  
20 Ardmore Highway  
Fayetteville, TN 37334

## Section 6. TERMS AND CONDITIONS

(a) *Termination - General.* This Agreement may be terminated at any time for any reason by the CONTRACTOR or the CLIENT. The party desiring to terminate this Agreement shall give a 60-day written notice to the other party of its intent to terminate.

(b) *Termination of Contract for Cause/Breach of Contract.* If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the CLIENT shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by the CONTRACTOR under this contract shall, at the option of the CLIENT, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any breach of the Contract by the CONTRACTOR, and the CLIENT may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CLIENT from the CONTRACTOR is determined.

(c) *Termination for Convenience of the CLIENT.* The CLIENT may, at its discretion, terminate the work under this agreement by giving a ninety-day written notice. If the project is terminated, the CONTRACTOR shall be equitably paid for services properly rendered prior to effective termination notice date, pro-rated on the basis of completed work.

(d) *Changes.* The CLIENT may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the CLIENT and the CONTRACTOR, shall be incorporated in written amendments to this contract. The contract can be extended under mutually agreed provisions, through a written amendment to this document.

(e) *Assignability.* The CONTRACTOR shall not assign any interest on this contract and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the CLIENT provided, however, that claims for money by the CONTRACTOR from the CLIENT under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CLIENT.

This Agreement shall be binding upon and inure to the benefit of any successor to the CLIENT of the CONTRACTOR and such successor shall be deemed substituted for the CLIENT of CONTRACTOR under the terms of this Agreement. As used in this Agreement, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase or otherwise, which assumes or is assigned responsibility of the CLIENT of the CONTRACTOR for the covered project. This Agreement shall also be binding upon and inure to the benefit of the CONTRACTOR, his heirs, executors, and administrators.

(f) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the CLIENT may require, shall furnish to the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

(g) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CLIENT.

(h) *Compliance with Local Laws.* The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama, and the CLIENT(s).

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the CLIENT may deem necessary, the CONTRACTOR shall make available to the CLIENT for examination all of its records with respect to matters covered by this contract and will permit the CLIENT to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract..

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to the CONTRACTOR for a period of one year following completion of the contracted work and expiration of the Contract unless written permission to destroy them is granted by the CLIENT. If litigation, claim, or audit is started before the expiration of the retention period, the records shall be retained until all litigation, audits, and/or audit finding involving the records have been resolved. The CONTRACTOR has implemented certain safeguards to protect said books, documents, papers, and records; however, in the event of any cyber security breach which may destroy or limit the CONTRACTORS' access to said books, documents, papers and records, the CONTRACTOR will not be required to reproduce said books, documents, papers and records to the CLIENT. Additionally, the CONTRACTOR will not be liable for any loss the CLIENT may incur as a result thereof, with the exception of gross negligence by the CONTRACTOR.

(j) *Interest of Members of the CLIENT and Other Local Public Officials.* No officer, member or employee of the CLIENT and no member of its governing body, and no other public official of the governing body of the locality of localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed

(l) *Ownership of Documents.* The CLIENT shall be provided with a digital copy of the final report and all computer drawings and files of all major drawings when the project is completed. Copies of sketches, notes computations and other data shall be furnished upon request. The CONTRACTOR shall be released and held harmless of any subsequent liabilities resulting from extensions or enlargements of the CLIENT'S "originals".

(m) *Source Materials.* Within fourteen (14) calendar days of request, the CLIENT will provide the CONTRACTOR with the any source material requested. Should the CONTRACTOR determine there is relevant information missing from the source materials provided, which missing information is mandatory in order to proceed with completion of the contract, the CONTRACTOR will request and obtain prior authorization from the CLIENT for the additional costs associated with obtaining the same, prior to proceeding further with the contract.



The accuracy of the data contained in the source materials provided by the CLIENT, will be determined after the CONTRACTOR has completed implementation phase of the contracted services. Should the CONTRACTOR discover that the CLIENT supplied data contains inaccuracies which inaccuracies must be either (1) corrected or (2) new data obtained, before the CONTRACTOR can proceed with the completion of the work, the CONTRACTOR will quantify and provide the CLIENT with the additional costs associated with either correcting or obtaining new data. The CLIENT will provide written authorization for the additional costs prior to the CONTRACTOR proceeding further with the Contract. Upon receipt of notice of any additional costs the CLIENT has the option to (a) approve the additional costs and work required, or (b) approve the work to proceed without correcting inaccuracies. Any delay in obtaining direction or authorization from the CLIENT will be deemed and excusable delay.

(n) *Publication, Reproduction and Use of Material.* No material produced in whole or in part under this contract shall be subject to copyright by or on behalf of the CONSULTANT in the United States or in any other country. The CLIENT shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

(o) *Guarantee.* The CONTRACTOR warrants that the goods and services to be provided herein shall: Be new and of commercially reasonable quality where no quality is specified; conform with the requirements of the Contract and any specifications or drawings incorporated herein; and be free from defects in workmanship, materials, and design, where design is the responsibility of the CONTRACTOR.

If at any time prior to the expiry of NINETY (90) DAYS from the date of the acceptance of the goods or services provided by the CONTRACTOR the goods or services, or any part thereof, do not in any way conform to the requirements of the Contract, then upon Notice to the CONTRACTOR by the CLIENT within a reasonable period of time after the discovery thereof, the CONTRACTOR shall promptly repair, replace, correct or re-perform such defective goods or services to the satisfaction of and at no cost to the CLIENT. This sole and limited warranty is in lieu of all other warranties, guarantees or representations, whether expressed or implied. In no event shall the CONTRACTOR be liable for any consequential losses or damages including; loss of profit, data, use, or capital, by the CLIENT arising here from. The CONTRACTOR shall guarantee the accuracy of all work performed under this contract for a period of one year upon final delivery of all products as defined in the Scope of Work. Any work not attaining the required standards and accuracies shall be corrected as soon as practical at the CONTRACTOR's expense.

## **Section 7. TAX RESPONSIBILITIES OF THE CONTRACTOR**

The parties to this Agreement agree that the CONTRACTOR is an independent firm or person and that the relationship created by this agreement is that of an independent the CONTRACTOR. Further, the parties agree that the CONTRACTOR is not an employee of the CLIENT and will not be treated as such for federal income tax purposes. In this regard the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including but not limited to the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

## **Section 8. NON-EXCLUSIVE CONTRACT**

The CONTRACTOR shall devote his time, attention, and energies to the fulfillment of this Agreement. If, after satisfying his responsibilities to the CLIENT, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the CLIENT, with the quality of services rendered to the CLIENT, then the CLIENT shall have the option of either requesting the CONTRACTOR to cease performing such additional services, or canceling this Agreement.

## Section 9. INDEPENDANT CONTRACTOR RELATIONSHIP

In the performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent CONTRACTOR providing the CLIENT with services as a CONTRACTOR and or independent CONTRACTOR. Amounts paid to the CONTRACTOR by the CLIENT as compensation for providing said services are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be fees for services to an independent CONTRACTOR and shall not be subject to any withholding. It is expressly understood that the CLIENT is interested only in the results to be achieved and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. The CONTRACTOR is not considered to be an agent or employee of the CLIENT for any purpose and the CONTRACTOR will not be eligible to participate in any benefits the CLIENT provides for its own employees. It is further understood and agreed that the CLIENT does not agree to use the CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, the CONTRACTOR is free to contract for similar services to be performed for others during the term of this Agreement.

## Section 10. LIABILITY

The CLIENT shall not be liable to or for any injury to the person or property of any person, firm or corporation, and the CONTRACTOR assumes full and complete responsibility, therefore. The CONTRACTOR shall be insured under the terms of the CONTRACTOR's liability insurance policy during the entire term of this contract and the performance of all work herein provided for.

*Liability and Indemnification.* The CONTRACTOR shall indemnify and save harmless the CLIENT from and against all manner of actions, proceedings, claims, demands, losses, costs, damages, and expenses whatsoever which may be brought or made against, or which the CLIENT may sustain, pay or incur, as a result of or in connection with the performance or non-performance of the Contract in whole or in part by the CONTRACTOR, whether in contract, tort or otherwise. The CLIENT shall provide the CONTRACTOR with timely written notice of any such claim and will provide all relevant information and co-operate fully with the CONTRACTOR in furtherance of the CONTRACTOR's obligation herein. Notwithstanding any other provisions of this Contract, the CONTRACTOR's liability under this contract shall be limited to the lesser of the amount paid under this Contract or one million dollars (\$1,000,000.00).

*Cyber Liability.* The CONTRACTOR shall not be liable to or for any injury to the CLIENT for any cyber-attack, which includes, but is not limited to, adware, ransomware, and/or cyber extortion, unless it is determined that the CONTRACTOR was grossly negligent in its efforts to safeguard said material. The CONTRACTOR shall maintain cyber liability insurance as set forth herein below. In the event that it is determined that CONTRACTOR was grossly negligent, any claim for damages by the CLIENT shall be limited to the cyber liability policy limit set forth herein.

*Insurance.* The CONTRACTOR shall maintain in force during the term of this Contract insurance with the following minimum limits:

- |      |                                                                                         |             |
|------|-----------------------------------------------------------------------------------------|-------------|
| I.   | General Liability                                                                       | \$1,000,000 |
| II.  | Automobile Liability                                                                    | \$1,000,000 |
| III. | Professional Liability                                                                  | \$1,000,000 |
| IV.  | Worker's Compensation as required in any jurisdiction in which work is to be performed. |             |
| V.   | Cyber Liability                                                                         | \$1,000,000 |

Upon request, the CONTRACTOR shall provide the CLIENT with certificate of insurance showing evidence of the above coverage.

IN WITNESS WHEREOF, the CLIENT and the CONTRACTOR have caused this contract to be executed by their duly authorized officers on the days and year written below their names respectively.

ATTEST:

CLIENT – City of Bentonville, Arkansas

\_\_\_\_\_

\_\_\_\_\_  
By: City of Bentonville Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

CONTRACTOR - G SQUARED, LLC

\_\_\_\_\_

\_\_\_\_\_  
By: Zach Galyen, Project Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH G-SQUARED FOR PROFESSIONAL MAPPING SERVICES, IN AN AMOUNT NOT TO EXCEED SEVENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$72,500.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, The City of Bentonville Engineering Department recommends entering into an agreement with G-Squared for Lidar and Contour Services;

**WHEREAS**, G-Squared was selected in accordance with Arkansas law and the City's Purchasing Policy for the procurement of professional services;

**WHEREAS**, this agreement is for the purpose of updating elevation data for the City of Bentonville, Arkansas; and

**WHEREAS**, this agreement will be funded with budgeted monies.

**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 G-Squared to provide professional mapping services, in the amount not to exceed seventy-two thousand five hundred dollars (\$72,500.00);

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 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

|                              |                          |                           |           |
|------------------------------|--------------------------|---------------------------|-----------|
| <b>Council Meeting Date:</b> | 3/12/2024                | <b>Submitted By:</b>      | Dan Weese |
| <b>Phone:</b>                | 479-254-2024             | <b>For Department(s):</b> | All       |
| <b>Email:</b>                | dweese@bentonvillear.com |                           |           |

#### Item Type (Check all that apply)

|                                            |                                                |                                                             |                                           |
|--------------------------------------------|------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution entering an Agreement with O.R. Colan for 2024 Acquisition Services                                                                                                                                                                                                                |
| <b>Action Recommendation &amp; Justification:</b>        | Authorizing the Mayor and City Clerk to enter into agreement with O.R. Colan to provide property acquisition services to the City for 2024. No budget adjustment is needed.                                                                                                                   |
| <b>Additional Comments for Consideration (Optional):</b> | Departmental costs for these City Wide services on an as needed basis (see attached fee schedule). This firm was selected following the City's Purchasing Policy for professional services. Various City departments can utilize this contract when property acquisition services are needed. |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                                                                                                                                                                                                                          |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: Department as needed.

#### 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



## PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: 2024 Property Acquisition Services (“PROJECT”)

THIS AGREEMENT (“AGREEMENT”) is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as “CITY”, and O.R. COLAN ASSOCIATES, LLC, 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 to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER 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, ACQUISITION SERVICE PROVIDER 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**

ACQUISITION SERVICE PROVIDER 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. ACQUISITION SERVICE PROVIDER 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 terminate upon completion of all Work Orders submitted to and accepted by ACQUISITION SERVICE PROVIDER within the calendar year of 2024.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay ACQUISITION SERVICE PROVIDER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ACQUISITION SERVICE PROVIDER in accordance with this AGREEMENT.
- D. All fees paid to ACQUISITION SERVICE PROVIDER shall be based on invoices submitted by ACQUISITION SERVICE PROVIDER for work performed under this AGREEMENT, less any previous payments. ACQUISITION SERVICE PROVIDER shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ACQUISITION SERVICE PROVIDER shall immediately make every effort to settle the disputed portion of the invoice.

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

## **ARTICLE VI - INSURANCE**

- A. ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER'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 ACQUISITION SERVICE PROVIDER, 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 ACQUISITION SERVICE PROVIDER'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. ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER'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 ACQUISITION SERVICE PROVIDER, at no additional cost to the CITY. In the event that ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER.

#### **ARTICLE VIII - RECORDS AND RETENTION**

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERS, 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 ACQUISITION SERVICE PROVIDER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ACQUISITION SERVICE PROVIDER's proprietary standard details that were developed by the ACQUISITION SERVICE PROVIDER 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. ACQUISITION SERVICE PROVIDER shall, upon completion of the services and full payment for the ACQUISITION SERVICE PROVIDER'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 ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER, its employees, associates, agents and ACQUISITION SERVICE PROVIDER'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 ACQUISITION SERVICE PROVIDER, its employees, contractor, agents and ACQUISITION SERVICE PROVIDER's.

- F. ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER's FEES.

#### **ARTICLE IX - SAFETY**

- A. CITY agrees to inform ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER shall communicate to its employees. ACQUISITION SERVICE PROVIDER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. ACQUISITION SERVICE PROVIDER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ACQUISITION SERVICE PROVIDER'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 ACQUISITION SERVICE PROVIDER. In the event suspension or termination is without cause, payment to ACQUISITION SERVICE PROVIDER, 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 ACQUISITION SERVICE PROVIDER, and in the event the CITY and ACQUISITION SERVICE PROVIDER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ACQUISITION SERVICE PROVIDER's services hereunder at no additional cost other than the payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT. In such event, CITY will notify ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER 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, ACQUISITION SERVICE PROVIDER 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 ACQUISITION SERVICE PROVIDER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ACQUISITION SERVICE PROVIDER 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. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

#### **ARTICLE XIII - RELATIONSHIP OF THE PARTIES**

It is understood and agreed by and between the parties that the ACQUISITION SERVICE PROVIDER, 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 ACQUISITION SERVICE PROVIDER's actions. All services to be performed by the ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ACQUISITION SERVICE PROVIDER 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**

CITY and ACQUISITION SERVICE PROVIDER 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, ACQUISITION SERVICE PROVIDER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ACQUISITION SERVICE PROVIDER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.



#### **ARTICLE XV - APPLICABLE LAWS**

ACQUISITION SERVICE PROVIDER 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 XVI - 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 ACQUISITION SERVICE PROVIDER's services.

#### **ARTICLE XVII - 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 XVIII - 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.

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

|                            |                              |
|----------------------------|------------------------------|
| <b>CITY OF BENTONVILLE</b> |                              |
| CITY                       | ACQUISITION SERVICE PROVIDER |
| BY                         | BY                           |
| <b>MAYOR</b>               |                              |
| TITLE                      | TITLE                        |
| DATE SIGNED                | DATE SIGNED                  |

## APPENDIX A

### PROJECT DESCRIPTION

#### **BASIC PROJECT INFORMATION:**

Provide property acquisition services needed for the calendar year of 2024. Work required will be submitted to ACQUISITION SERVICE PROVIDER via the Work Order form attached as part of APPENDIX A. All Work Order forms must be submitted to and accepted by ACQUISITION SERVICE PROVIDER by December 31, 2024

**WORK ORDER ISSUED**  
**In Accordance with Client's**  
**Master Services Agreement Dated \_\_\_\_\_, 2024**

**Work Order No. (Year)-(#)**

Date: <Date>

Bentonville Project Number:

**PURPOSE:** Provide *[property acquisition services]* services related to *[description or name of project]* located *[in, near, etc.] [city, county, etc.], State* (the Project).

**SCOPE:** The Services will consist of the following tasks:

1.

**COMPENSATION:** The fee for services based on the above scope and the fee schedule provided as APPENDIX C of the PROFESSIONAL SERVICE AGREEMENT will not exceed \$\_\_\_\_\_ without prior approval from the City of Bentonville.

**SCHEDULE:** Start of services expected *[promptly, within specific time frame]* after receipt of acceptance of this work order and to complete services by\_\_\_\_or within \_\_\_\_ days of receipt of\_\_\_\_*[and any special condition such as receipt of information, etc.]. [If appropriate, add any statement needed with regard to time to start specific tasks, limiting conditions, etc.]*

**SPECIAL CONTRACT TERMS:**

*[add any special contract terms here]*

**Accepted by:**

\_\_\_\_\_  
Project Manager  
O.R. Colan Associates, LLC

\_\_\_\_\_  
Authorized Representative  
City of Bentonville

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX B

### SCOPE OF SERVICES

Specific work orders (APPENDIX A) will define the scope of services and schedule for each task required of ACQUISITION SERVICE PROVIDER. Each work order will be subject to the Terms and Conditions as set forth in this AGREEMENT. Any special contractual terms will also be noted in the work orders. The fee for each work order will be based on the work required within each work order and the fee schedule provided in APPENDIX C.

# APPENDIX C

## FEE SCHEDULE

### CITY OF BENTONVILLE PROFESSIONAL SERVICE AGREEMENT 2024 FEE SCHEDULE

| Service                                             | \$ / Tract     |             |
|-----------------------------------------------------|----------------|-------------|
|                                                     | Over 10 Tracts | 1-10 Tracts |
| <b>Title &amp; Closing Services</b>                 |                |             |
| Title Commitment - 30 Year Title Search             | \$ 800         | \$ 950      |
| Closing Services                                    | \$ 900         | \$ 1,050    |
|                                                     |                |             |
|                                                     |                |             |
| <b>Initial Appraisal Services</b>                   |                |             |
| Detailed Appraisal – Vacant Land                    | \$ 4,200       | \$ 5,800    |
| Detailed Appraisal - Residential Single Family      | \$ 4,200       | \$ 5,800    |
| Detailed Appraisal - Residential Multi-Family       | \$ 5,500       | \$ 6,700    |
| Detailed Appraisal - Small Commercial Property      | \$ 5,500       | \$ 6,700    |
| Detailed Appraisal - Large Commercial Property      | \$ 6,500       | \$ 7,800    |
| Detailed Appraisal - Improved Agricultural Property | \$ 5,500       | \$ 6,700    |
| Billboard Valuation                                 | \$ 3,500       | \$ 4,500    |
|                                                     |                |             |
| <b>Appraisal Services - Updates</b>                 |                |             |
| Detailed Appraisal – Vacant Land                    | \$ 2,100       | \$ 3,000    |
| Detailed Appraisal - Residential Single Family      | \$ 2,100       | \$ 3,600    |
| Detailed Appraisal - Residential Multi-Family       | \$ 2,800       | \$ 3,900    |
| Detailed Appraisal - Small Commercial Property      | \$ 2,800       | \$ 3,900    |
| Detailed Appraisal - Large Commercial Property      | \$ 3,300       | \$ 4,800    |
| Detailed Appraisal - Improved Agricultural Property | \$ 2,800       | \$ 3,900    |
| Billboard Valuation                                 | \$ 1,800       | \$ 2,800    |
|                                                     |                |             |
| <b>Initial Appraisal Review Services</b>            |                |             |
| Detailed Appraisal – Vacant Land                    | \$ 2,200       | \$ 3,100    |
| Detailed Appraisal - Residential Single Family      | \$ 2,200       | \$ 3,100    |
| Detailed Appraisal - Residential Multi-Family       | \$ 3,000       | \$ 3,500    |
| Detailed Appraisal - Small Commercial Property      | \$ 3,000       | \$ 3,500    |
| Detailed Appraisal - Large Commercial Property      | \$ 3,400       | \$ 4,000    |

|                                                     |          |          |
|-----------------------------------------------------|----------|----------|
| Detailed Appraisal - Improved Agricultural Property | \$ 3,000 | \$ 3,500 |
| Billboard Valuation                                 | \$ 1,800 | \$ 2,800 |
|                                                     |          |          |
| <b>Appraisal Review Services - Updates</b>          |          |          |
| Detailed Appraisal – Vacant Land                    | \$ 1,100 | \$ 1,550 |
| Detailed Appraisal - Residential Single Family      | \$ 1,100 | \$ 1,550 |
| Detailed Appraisal - Residential Multi-Family       | \$ 1,250 | \$ 1,750 |
| Detailed Appraisal - Small Commercial Property      | \$ 1,250 | \$ 1,750 |
| Detailed Appraisal - Large Commercial Property      | \$ 1,500 | \$ 2,000 |
| Detailed Appraisal - Improved Agricultural Property | \$ 1,350 | \$ 1,750 |
| Billboard Valuation                                 | \$ 900   | \$ 1,400 |
|                                                     |          |          |
| <b>Negotiation &amp; Waiver Valuation Services</b>  |          |          |
| Negotiation Services                                | \$ 4,650 | \$ 5,950 |
| Waiver Valuation                                    | \$ 650   | \$ 1,050 |
| Waiver Valuation Review                             | \$ 325   | \$ 525   |
|                                                     |          |          |
| <b>Relocation Assistance Services</b>               |          |          |
| Business Relocation                                 | \$ 7,200 | \$ 9,000 |
| Partial Business Relocation                         | \$ 5,660 | \$ 7,200 |
| Landlord Business Relocation                        | \$ 3,500 | \$ 4,650 |
| Residential Relocation                              | \$ 5,780 | \$ 7,420 |
| Personal Property Relocation                        | \$ 2,200 | \$ 3,000 |
|                                                     |          |          |
| <b>Eminent Domain/Relocation Proceedings*</b>       |          |          |
| Pre-trial Conference (1/2 Day)                      | \$ 1,300 | \$ 1,700 |
| Pre-trial Conference (Full Day)                     | \$ 2,100 | \$ 3,100 |
| Expert Witness at Trial/Hearing (1/2 Day)           | \$ 1,600 | \$ 2,850 |
| Expert Witness at Trial/Hearing (Full Day)          | \$ 2,500 | \$ 3,600 |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH O.R. COLAN FOR ACQUISITION SERVICES, ON AN AS NEEDED BASIS; AND FOR OTHER PURPOSES.**

**WHEREAS**, The City of Bentonville Engineering Department recommends entering into an agreement with O.R. Colan for acquisition services;

**WHEREAS**, O.R. Colan was selected in accordance with Arkansas law and the City's Purchasing Policy for the procurement of professional services;

**WHEREAS**, this agreement is for property acquisition services; and

**WHEREAS**, departmental cost for these city-wide services will be on an as needed basis.

**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 O.R. Colan to provide acquisition services, on an as needed basis;

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

|                              |                          |                           |           |
|------------------------------|--------------------------|---------------------------|-----------|
| <b>Council Meeting Date:</b> | 3/14/2024                | <b>Submitted By:</b>      | Dan Weese |
| <b>Phone:</b>                | 479-254-2024             | <b>For Department(s):</b> | All       |
| <b>Email:</b>                | dweese@bentonvillear.com |                           |           |

#### Item Type (Check all that apply)

|                                            |                                                |                                                             |                                           |
|--------------------------------------------|------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to enter an Agreement for 2024 Geotechnical Services with Terracon Consultants Inc.                                                                                                                                                                              |
| <b>Action Recommendation &amp; Justification:</b>        | Authorizing the Mayor and City Clerk to enter into an agreement with Terracon Consultants, Inc. to provide geotechnical services to the City for 2024. No budget adjustment is needed.                                                                                      |
| <b>Additional Comments for Consideration (Optional):</b> | Departmental cost for these City Wide services on an as needed basis (see attached fee schedule). This firm was selected using the City's Purchasing Policy for professional services. This agreement can be utilized by any City department needing geotechnical services. |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                                                                                                                                                                                                        |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☒ OTHER: Departmental as needed

#### 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



## PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: 2024 Geotechnical Services ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and TERRACON CONSULTANTS, 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 to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the GEOTECHNICAL SERVICE PROVIDER 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 GEOTECHNICAL SERVICE PROVIDER has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The GEOTECHNICAL SERVICE PROVIDER 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 GEOTECHNICAL SERVICE PROVIDER 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, GEOTECHNICAL SERVICE PROVIDER 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**

GEOTECHNICAL SERVICE PROVIDER 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. GEOTECHNICAL SERVICE PROVIDER 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 terminate upon completion of all Work Orders submitted to and accepted by GEOTECHNICAL SERVICE PROVIDER within the calendar year of 2024.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay GEOTECHNICAL SERVICE PROVIDER for all services authorized by inclusion in this AGREEMENT which have been properly performed by GEOTECHNICAL SERVICE PROVIDER in accordance with this AGREEMENT.
- D. All fees paid to GEOTECHNICAL SERVICE PROVIDER shall be based on invoices submitted by GEOTECHNICAL SERVICE PROVIDER for work performed under this AGREEMENT, less any previous payments. GEOTECHNICAL SERVICE PROVIDER shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, GEOTECHNICAL SERVICE PROVIDER 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 GEOTECHNICAL SERVICE PROVIDER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and GEOTECHNICAL SERVICE PROVIDER shall immediately make every effort to settle the disputed portion of the invoice.

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

## **ARTICLE VI - INSURANCE**

- A. GEOTECHNICAL SERVICE PROVIDER 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 GEOTECHNICAL SERVICE PROVIDER'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 GEOTECHNICAL SERVICE PROVIDER, 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 GEOTECHNICAL SERVICE PROVIDER'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. GEOTECHNICAL SERVICE PROVIDER 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 GEOTECHNICAL SERVICE PROVIDER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. GEOTECHNICAL SERVICE PROVIDER 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 GEOTECHNICAL SERVICE PROVIDER'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 GEOTECHNICAL SERVICE PROVIDER, at no additional cost to the CITY. In the event that GEOTECHNICAL SERVICE PROVIDER 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 GEOTECHNICAL SERVICE PROVIDER.

#### **ARTICLE VIII - RECORDS AND RETENTION**

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by GEOTECHNICAL SERVICE PROVIDER and its GEOTECHNICAL SERVICE PROVIDERS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. GEOTECHNICAL SERVICE PROVIDER and its GEOTECHNICAL SERVICE PROVIDERS, 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 GEOTECHNICAL SERVICE PROVIDER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to GEOTECHNICAL SERVICE PROVIDER's proprietary standard details that were developed by the GEOTECHNICAL SERVICE PROVIDER 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. GEOTECHNICAL SERVICE PROVIDER shall, upon completion of the services and full payment for the GEOTECHNICAL SERVICE PROVIDER'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 GEOTECHNICAL SERVICE PROVIDER 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 GEOTECHNICAL SERVICE PROVIDER, its employees, associates, agents and GEOTECHNICAL SERVICE PROVIDER'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 GEOTECHNICAL SERVICE PROVIDER, its employees, contractor, agents and GEOTECHNICAL SERVICE PROVIDER's.

- F. GEOTECHNICAL SERVICE PROVIDER 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 GEOTECHNICAL SERVICE PROVIDER's FEES.

#### **ARTICLE IX - SAFETY**

- A. CITY agrees to inform GEOTECHNICAL SERVICE PROVIDER 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 GEOTECHNICAL SERVICE PROVIDER shall communicate to its employees. GEOTECHNICAL SERVICE PROVIDER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. GEOTECHNICAL SERVICE PROVIDER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of GEOTECHNICAL SERVICE PROVIDER'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 GEOTECHNICAL SERVICE PROVIDER. In the event suspension or termination is without cause, payment to GEOTECHNICAL SERVICE PROVIDER, 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 GEOTECHNICAL SERVICE PROVIDER, and in the event the CITY and GEOTECHNICAL SERVICE PROVIDER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the GEOTECHNICAL SERVICE PROVIDER's services hereunder at no additional cost other than the payment to GEOTECHNICAL SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by GEOTECHNICAL SERVICE PROVIDER 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 GEOTECHNICAL SERVICE PROVIDER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by GEOTECHNICAL SERVICE PROVIDER under this AGREEMENT. In such event, CITY will notify GEOTECHNICAL SERVICE PROVIDER 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 GEOTECHNICAL SERVICE PROVIDER 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, GEOTECHNICAL SERVICE PROVIDER 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 GEOTECHNICAL SERVICE PROVIDER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. GEOTECHNICAL SERVICE PROVIDER 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. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

#### **ARTICLE XIII - RELATIONSHIP OF THE PARTIES**

It is understood and agreed by and between the parties that the GEOTECHNICAL SERVICE PROVIDER, 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 GEOTECHNICAL SERVICE PROVIDER's actions. All services to be performed by the GEOTECHNICAL SERVICE PROVIDER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The GEOTECHNICAL SERVICE PROVIDER 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**

CITY and GEOTECHNICAL SERVICE PROVIDER 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, GEOTECHNICAL SERVICE PROVIDER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for GEOTECHNICAL SERVICE PROVIDER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

#### **ARTICLE XV - APPLICABLE LAWS**

GEOTECHNICAL SERVICE PROVIDER 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 XVI - 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 GEOTECHNICAL SERVICE PROVIDER's services.

#### **ARTICLE XVII - 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 XVIII - 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.



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

|                            |                               |
|----------------------------|-------------------------------|
| <b>CITY OF BENTONVILLE</b> |                               |
| CITY                       | GEOTECHNICAL SERVICE PROVIDER |
| BY                         | BY                            |
| <b>MAYOR</b>               |                               |
| TITLE                      | TITLE                         |
| DATE SIGNED                | DATE SIGNED                   |

## APPENDIX A

### PROJECT DESCRIPTION

#### **BASIC PROJECT INFORMATION:**

Provide geotechnical services needed for the calendar year of 2024. Work required will be submitted to GEOTECHNICAL SERVICE PROVIDER via the Work Order form attached as part of APPENDIX A. All Work Order forms must be submitted to and accepted by GEOTECHNICAL SERVICE PROVIDER by December 31, 2024

**WORK ORDER ISSUED**  
**In Accordance with Client's**  
**Master Services Agreement Dated \_\_\_\_\_, 2024**

**Work Order No. (Year)-(#)**

Date: <Date>

Bentonville Project Number:

**PURPOSE:** Provide *[geotechnical services]* services related to *[description or name of project]* located *[in, near, etc.] [city, county, etc.], State* (the Project).

**SCOPE:** The Services will consist of the following tasks:

1.

**COMPENSATION:** The fee for services based on the above scope and the fee schedule provided as APPENDIX C of the PROFESSIONAL SERVICE AGREEMENT will not exceed \$\_\_\_\_\_ without prior approval from the City of Bentonville.

**SCHEDULE:** Start of services expected *[promptly, within specific time frame]* after receipt of acceptance of this work order and to complete services by\_\_\_\_or within \_\_\_\_ days of receipt of\_\_\_\_*[and any special condition such as receipt of information, etc.]. [If appropriate, add any statement needed with regard to time to start specific tasks, limiting conditions, etc.]*

**SPECIAL CONTRACT TERMS:**

*[add any special contract terms here]*

**Accepted by:**

\_\_\_\_\_  
Project Manager  
Terracon Consultants, Inc.

\_\_\_\_\_  
Authorized Representative  
City of Bentonville

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX B

### SCOPE OF SERVICES

Specific work orders (APPENDIX A) will define the scope of services and schedule for each task required of GEOTECHNICAL SERVICE PROVIDER. Each work order will be subject to the Terms and Conditions as set forth in this AGREEMENT. Any special contractual terms will also be noted in the work orders. The fee for each work order will be based on the work required within each work order and the fee schedule provided in APPENDIX C.

APPENDIX C  
FEE SCHEDULE



2024

## Schedule of Services and Fees

Geotechnical Environmental and Materials Services

City of Bentonville

### 2024 RATES

#### 1. PERSONNEL

|                                           |                 |
|-------------------------------------------|-----------------|
| Senior Principal                          | \$ 300.00 /hour |
| Principal                                 | \$ 275.00 /hour |
| Senior Architect                          | \$ 215.00 /hour |
| Senior Engineer                           | \$ 215.00 /hour |
| Senior Scientist                          | \$ 215.00 /hour |
| Senior Project Professional               | \$ 215.00 /hour |
| Senior Geologist                          | \$ 215.00 /hour |
| Senior Project Manager                    | \$ 170.00 /hour |
| Senior Project Manager I                  | \$ 180.00 /hour |
| Senior Project Manager II                 | \$ 215.00 /hour |
| Senior Consultant                         | \$ 275.00 /hour |
| Senior Consulting Engineer                | \$ 275.00 /hour |
| Senior Consulting Industrial Hygienist    | \$ 275.00 /hour |
| Senior Consulting Facilities Professional | \$ 275.00 /hour |
| Senior Consulting Scientist               | \$ 275.00 /hour |
| Project Architect                         | \$ 170.00 /hour |
| Project Engineer                          | \$ 170.00 /hour |
| Project Geologist                         | \$ 170.00 /hour |
| Project Geophysicist                      | \$ 170.00 /hour |
| Project Industrial Hygienist              | \$ 160.00 /hour |
| Project Facilities Professional           | \$ 160.00 /hour |
| Project Scientist                         | \$ 160.00 /hour |
| Assistant Project Manager                 | \$ 110.00 /hour |
| Project Manager                           | \$ 145.00 /hour |
| Project Field Manager                     | \$ 135.00 /hour |
| GIS Manager                               | \$ 210.00 /hour |
| Senior GIS Analyst                        | \$ 145.00 /hour |
| Senior Staff Architect                    | \$ 145.00 /hour |
| Senior Staff Engineer                     | \$ 140.00 /hour |
| Senior Staff Geologist                    | \$ 140.00 /hour |
| Senior Staff Geophysicist                 | \$ 140.00 /hour |
| Senior Staff Industrial Hygienist         | \$ 130.00 /hour |
| Senior Staff Scientist                    | \$ 130.00 /hour |
| Senior Staff Facilities Professional      | \$ 160.00 /hour |
| Staff Architect                           | \$ 115.00 /hour |
| Staff Engineer                            | \$ 115.00 /hour |
| Staff Geologist                           | \$ 110.00 /hour |
| Staff Geophysicist                        | \$ 115.00 /hour |
| Staff Industrial Hygienist                | \$ 115.00 /hour |
| Staff Scientist                           | \$ 110.00 /hour |
| Staff Facilities Professional             | \$ 125.00 /hour |
| GIS Analyst                               | \$ 110.00 /hour |
| Field Architect                           | \$ 120.00 /hour |
| Field Engineer                            | \$ 110.00 /hour |
| Field Geologist                           | \$ 100.00 /hour |
| Field Geophysicist                        | \$ 100.00 /hour |
| Field Industrial Hygienist                | \$ 100.00 /hour |
| Field Facilities Professional             | \$ 110.00 /hour |
| Field Scientist                           | \$ 100.00 /hour |
| Field Supervisor                          | \$ 115.00 /hour |



**2024**

**Schedule of Services and Fees**

Geotechnical Environmental and Materials Services

City of Bentonville

**2024 RATES**

|                                                           |                 |
|-----------------------------------------------------------|-----------------|
| Construction Inspector I                                  | \$ 90.00 /hour  |
| Construction Inspector II                                 | \$ 120.00 /hour |
| Engineering Assistant                                     | \$ 85.00 /hour  |
| Technician V (4 hour minimum)                             | \$ 125.00 /hour |
| Technician IV (4 hours minimum)                           | \$ 120.00 /hour |
| Technician III (4 hours minimum)                          | \$ 100.00 /hour |
| Technician II (4 hours minimum)                           | \$ 75.00 /hour  |
| Technician I (4 hours minimum)                            | \$ 60.00 /hour  |
| GIS Technician                                            | \$ 90.00 /hour  |
| CAD Manager                                               | \$ 130.00 /hour |
| Senior CAD Operator                                       | \$ 125.00 /hour |
| CAD Operator                                              | \$ 110.00 /hour |
| CAD Designer                                              | \$ 110.00 /hour |
| Project Coordinator                                       | \$ 100.00 /hour |
| Clerical/Administrative Staff/Senior Administrative Staff | \$ 60.00 /hour  |

**\* An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized Holidays.**

**Note: Deposition or court testimony at a minimum of 1.75 times regular rate - minimum of \$250.00/hour**

**2. EXPENSES AND SUPPLIES**

|                                                                                                                               |                        |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Vehicle Charge (local area, within 25 miles of office)                                                                        | \$ 50.00 /day*         |
| Vehicle Charge (outside local area)                                                                                           | \$ 1.00 /mile*         |
| Per Diem, Lodging and Food                                                                                                    | \$ 175.00 /day minimum |
| Miscellaneous charges, including analytical laboratory tests,                                                                 | Cost + 20%             |
| shipping charges, rental equipment, outside labor, public transportation, materials, permit fees or other contracted services |                        |

**\* A 10% fuel surcharge will be added if fuel increases above \$4.00/gallon during duration of project.**

**3. DRILLING**

|                                                                            |                    |
|----------------------------------------------------------------------------|--------------------|
| Location and elevation of borings, two-person crew                         | \$ 175.00 /hour    |
| Logging and Stratification of Boring Logs                                  | \$ 115.00 /hour    |
| Mobilization of equipment and personnel – Truck Drill (3.76/mile each way) | \$ 500.00 /minimum |
| All-Terrain or Track-mounted Drill (4.85/mile* each way)                   | \$ 650.00 /minimum |
| Support Vehicle                                                            | \$ 125.00 /day     |
| Difficult Moving                                                           | \$ 250.00 /hour    |

**Auger Drilling**

|                                 |                  |
|---------------------------------|------------------|
| Auger drilling without sampling | \$ 16.00 /foot   |
| For disturbed samples           |                  |
| Bulk Sampling 0'-50'            | \$ 40.00 /sample |
| Bulk Sampling 50'-100'          | \$ 50.00 /sample |

Soil sampling using either split-barrel or Shelby tube sampler at 5-foot intervals in soil.

**Depth Feet**

|                     |                |
|---------------------|----------------|
| 0 – 50 (solid stem) | \$ 18.00 /foot |
|---------------------|----------------|



2024

## Schedule of Services and Fees

Geotechnical Environmental and Materials Services  
City of Bentonville

### 2024 RATES

|                                                                      |                |
|----------------------------------------------------------------------|----------------|
| 50-100 (solid stem)                                                  | \$ 28.00 /foot |
| 0-50 (hollow stem)                                                   | \$ 20.00 /foot |
| 50-100 (hollow stem)                                                 | \$ 30.00 /foot |
| Additional charge for hard drilling N>50bfp or greater than 100 feet | \$ 10.00 /foot |

### Rotary Drilling

Soil sampling using either split-barrel sampler or Shelby tube sampler at 5-foot intervals in soil.

#### Depth Feet

|                                                                      |                |
|----------------------------------------------------------------------|----------------|
| 0 - 50                                                               | \$ 20.00 /foot |
| 50-100                                                               | \$ 30.00 /foot |
| Additional charge for hard drilling N>50bfp or greater than 100 feet | \$ 10.00 /foot |

### Additional charge for casing, where required.

#### Depth Feet

|                                                                           |                |
|---------------------------------------------------------------------------|----------------|
| 0 - 50 (N, 3" Casing)                                                     | \$ 7.00 /foot  |
| 50 - 100 (N, 3" Casing)                                                   | \$ 9.00 /foot  |
| 0 - 50 (H, 4" Casing)                                                     | \$ 8.00 /foot  |
| 50 - 100 (H, 4" Casing)                                                   | \$ 10.00 /foot |
| Added charge for hard drilling N>50bpf, casing advancer or greater 100 ft | \$ 10.00 /foot |

### Additional samples

|                                                      |                   |
|------------------------------------------------------|-------------------|
| Continuous SPT sampling, above rates plus            | \$ 8.00 /sample   |
| SPT sampling at 2.5-feet intervals, above rates plus | \$ 5.00 /sample   |
| Shelby Tube Samples                                  | \$ 125.00 /sample |

### Rock Coring

|                                   |                   |
|-----------------------------------|-------------------|
| Rock Coring Set Up                | \$ 150.00 /boring |
| N Coring (5' minimum) 0 - 50 feet | \$ 55.00 /foot    |
| > 50 feet                         | \$ 61.00 /foot    |
| H Coring (5' minimum) 0 - 50 feet | \$ 62.00 /foot    |
| > 50 feet                         | \$ 66.00 /boring  |
| P Coring                          | Quote on request  |

### Hourly charge for field personnel and drilling equipment

|                                                                                       |                 |
|---------------------------------------------------------------------------------------|-----------------|
| Drilling w/truck-mount rig with two persons                                           | \$ 325.00 /hour |
| (Overtime)                                                                            | \$ 375.00 /hour |
| Drilling w/track-mount & ATV rig with two persons                                     | \$ 350.00 /hour |
| (Overtime)                                                                            | \$ 405.00 /hour |
| Cost of special equipment for moving drilling equipment about the site or for permits | Cost + 20%      |

### Miscellaneous items, client delay, stand-by time

|                                                                                                                                |                   |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Truck-mount                                                                                                                    | \$ 325.00 /hour   |
| Track-mount & ATV                                                                                                              | \$ 350.00 /hour   |
| Well point installation in drilled borehole, installing pipe plus perforated pipe (3" max size) does not include drilling hole | \$ 325.00 /hour   |
|                                                                                                                                | \$ 12.00 /ft      |
| Additional charge for surface protector pipe, cap, and pad                                                                     | \$ 500.00 minimum |
| Grouting, cement-bentonite                                                                                                     | \$ 9.00 /ft       |
| Borehole backfill, bentonite chips                                                                                             | \$ 8.00 /ft       |





2024

## Schedule of Services and Fees

Geotechnical Environmental and Materials Services

City of Bentonville

### 2024 RATES

#### Notes/Exceptions:

All items above assume PPE Level D. Additional charges apply for all other conditions

Environmental projects may have surcharges if hazardous site conditions are encountered.

#### 4. INSITU TESTING (Cone Penetration, Dilatometer and Vane Shear Testing)

|                                                                                             |                        |
|---------------------------------------------------------------------------------------------|------------------------|
| Mobilization of equipment and personnel – CPT Rig (4.85/mile each way)                      | \$ 650.00 /day minimum |
| Hourly charge for operator and equipment*                                                   | \$ 275.00 /hour        |
| * Note - Standby for client delay or difficult access greater than ½ hour per test location |                        |

#### Electronic Cone Penetration Testing (CPT)

|                                                            |                 |
|------------------------------------------------------------|-----------------|
| CPTU (with pore pressure)                                  | \$ 20.00 /foot  |
| Seismic Tests at 5 ft intervals                            | \$ 55.00 /test  |
| Pore pressure dissipation testing                          | \$ 275.00 /hour |
| In-Situ Vane Shear Testing (VST-direct push, 3" x 6" vane) | \$ 275.00 /hour |
| Dilatometer Testing (DMT) tests at 1-foot intervals        | \$ 22.00 /foot  |

#### Data Reduction

|              |                 |
|--------------|-----------------|
| CPT sounding | \$ 130.00 /each |
| DMT sounding | \$ 130.00 /each |
| VST test     | \$ 130.00 /test |

#### 5. GEOPROBE SYSTEM

|                                                                         |                        |
|-------------------------------------------------------------------------|------------------------|
| Mobilization of equipment and personnel – GeoProbe (3.76/mile each way) | \$ 500.00 /day minimum |
| Direct Push only, 8-hr day                                              | \$ 1,800.00 /day       |
| Geoprobe® with On-site Gas Chromatography Analysis                      | quote on request       |
| Consumable Geoprobe® Supplies                                           | Cost + 20%             |
| Excess of 8-hrs, Standby/Client Delay Time - machine and operators      | \$ 350.00 /hour        |

#### 6. GEOTECHNICAL AND MATERIALS EQUIPMENT RENTAL (Personnel Time Not Included)

|                                                            |                 |
|------------------------------------------------------------|-----------------|
| Nuclear Density and Moisture Measuring Equipment           | \$ 15.00 /test  |
|                                                            | \$ 90.00 /day   |
|                                                            | \$ 300.00 /week |
| Instrumentation Equipment - Stress Strain                  |                 |
| Gauge                                                      | \$ 180.00 /week |
| Dial Indicators                                            | \$ 70.00 /week  |
| Jack - 30 Ton                                              | \$ 325.00 /week |
| Moisture meter (for moisture in wood, insulation, drywall) | \$ 45.00 /day   |
| James R-Meter (for size and location of reinforcing steel) | \$ 70.00 /day   |
| Profometer                                                 | \$ 155.00 /day  |
| Ferrosan                                                   | \$ 275.00 /day  |
| Floor Flatness Equipment (Dipstick)                        | \$ 220.00 /day  |
|                                                            | \$ 650.00 /week |
| Maturity Meter                                             | \$ 95.00 /day   |
| Probes                                                     | \$ 55.00 /each  |
| Brass 2 inch Cube Mold                                     | \$ 15.00 /day   |
|                                                            | \$ 50.00 /week  |



2024

## Schedule of Services and Fees

Geotechnical Environmental and Materials Services

City of Bentonville

### 2024 RATES

|                           |                  |
|---------------------------|------------------|
| Pulse Velocity            | \$ 175.00 /day   |
| Windsor Probe             | \$ 185.00 /day   |
| Set of Three Probes       | \$ 70.00 /set    |
| Windsor Pin               | \$ 175.00 /day   |
|                           | \$ 33.00 /probe  |
| Beam Mold                 | \$ 15.00 /day    |
|                           | \$ 50.00 /week   |
| Cleaning, Beam Mold       | \$ 28.00 /each   |
| Global Positioning System | quote on request |

### 7. ENVIRONMENTAL EQUIPMENT RENTAL

#### (Personnel Time Not Included)

#### Development, Sampling and Test Equipment

|                                                        |                |
|--------------------------------------------------------|----------------|
| Bailer (SS)                                            | \$ 45.00 /day  |
| Groundwater sampling kit - bailer, nitriles, and rope  | \$ 45.00 each  |
| Soil Sampling Kit - nitriles and jar                   | \$ 20.00 each  |
| Soil Vapor Implant/Sub-slab Vapor Point                | \$ 150.00 each |
| 2" Electric Pump                                       | \$ 50.00 /day  |
| 4" Electric Pump                                       | \$ 75.00 /day  |
| Temperature, pH, conductivity meters                   | \$ 50.00 /day  |
| Bladder Pump 1.8" OD SS (with controller & compressor) | \$ 100.00 /day |
| Sediment Sampler                                       | \$ 230.00 /day |
| Electric Water Level Indicator                         | \$ 40.00 /day  |
| Data Acquisition Station w/ Transducer                 | \$ 170.00 /day |
| Additional Transducers                                 | \$ 50.00 /day  |
| Flow-cell with Multi-parameter water quality meter     | \$ 140.00 /day |
| Truck (Terracon-owned)                                 | \$ 70.00 /day  |
| GPS Unit (sub-meter)                                   | \$ 100.00 /day |
| Micropurge Controller                                  | \$ 100.00 /day |

#### Monitoring Equipment

|                                             |                |
|---------------------------------------------|----------------|
| Multi-Gas Detector                          | \$ 120.00 /day |
| Hydrocarbon/Water Interface Probe           | \$ 50.00 /day  |
| Photoionization Detector                    | \$ 100.00 /day |
| Metal Detector                              | \$ 30.00 /day  |
| Air Velocity Indicator (Anemometer)         | \$ 70.00 /day  |
| Air Sampling Pump, Personal                 | \$ 65.00 /day  |
| Air Sample Pump, Detector Tube              | \$ 55.00 /day  |
| Sound Level Meter                           | \$ 40.00 /day  |
| Noise Dosimeter                             | \$ 80.00 /day  |
| Viable Microorganism Sampler/Pump           | \$ 75.00 /day  |
| Carbon Monoxide Monitor (Single Gas)        | \$ 115.00 /day |
| Indoor Air Quality Monitor (TSI)            | \$ 65.00 /day  |
| Oxygen/Combustible Gas/H2S Monitor          | \$ 115.00 /day |
| Carbon Dioxide Monitor (Single Gas)         | \$ 80.00 /day  |
| Dissolved Oxygen Meter                      | \$ 50.00 /day  |
| Turbidity Meter                             | \$ 75.00 /day  |
| Landfill Gas Monitor (CH4/CO2/O2, Infrared) | \$ 75.00 /day  |
| Mercury Vapor Analyzer                      | \$ 165.00 /day |

#### Lead/Asbestos Equipment

|                              |                |
|------------------------------|----------------|
| XRF (Lead in Paint Analyzer) | Cost + 20%     |
| High Volume Sample Pump      | \$ 675.00 /day |
|                              | \$ 360.00 /day |



2024

## Schedule of Services and Fees

Geotechnical Environmental and Materials Services  
City of Bentonville

### 2024 RATES

|                                                          |                  |
|----------------------------------------------------------|------------------|
| Microscope (Phase Contrast)                              | \$ 60.00 /day    |
| <u>Cleaning/Environmental Drilling Equipment</u>         |                  |
| High pressure, hot water portable washer;                | \$ 150.00 /day   |
| with Generator                                           | \$ 240.00 /day   |
| Gas Powered Jack-Hammer                                  | \$ 145.00 /day   |
| Soil Sampler/Hand Auger                                  | \$ 25.00 /day    |
| Steam Cleaner                                            | \$ 290.00 /day   |
| Generator                                                | \$ 150.00 /day   |
| <u>Supplied Atmosphere - Respiratory Equipment</u>       |                  |
| Positive Pressure Airline Respirator System (per person) | quote on request |

## 8. SOIL LABORATORY TESTING

### Identification

|                                                                          |                   |
|--------------------------------------------------------------------------|-------------------|
| Atterberg Limits Determination (LL, PL) 1-Pt                             | \$ 75.00 /test    |
| Atterberg Limits Determination (LL, PL) 3-Pt                             | \$ 150.00 /test   |
| Combined Analysis (Hydrometer and Sieve)                                 | \$ 170.00 /test   |
| Density Determination (Shelby tube sample)                               | \$ 55.00 /test    |
| Density Determination (Irregular sample)                                 | \$ 65.00 /test    |
| Hydrometer Analysis                                                      | \$ 100.00 /test   |
| Organic Content (By heating)                                             | \$ 70.00 /test    |
| Shrinkage Limit Determination                                            | \$ 180.00 /test   |
| Sieve Analysis (Unwashed)                                                | \$ 90.00 /test    |
| Percent Fines (Washed over #200 sieve)                                   | \$ 125.00 /test   |
| Specific Gravity Determination                                           | \$ 90.00 /test    |
| Visual Engineering Classification                                        | \$ 17.50 /each    |
| Moisture Content Determination                                           | \$ 12.50 /test    |
| Soil Suction (ASTM, D-5298)                                              | \$ 85.00 /test    |
| Porosity                                                                 | \$ 200.00 /test   |
| Pin Hole Dispersion                                                      | \$ 425.00 /test   |
| With Remolding of Sample                                                 | \$ 450.00 /test   |
| Sand Equivalent                                                          | \$ 180.00 /test   |
| Soil Thermal Resistivity (IEEE standard 442) - proctor test not included | \$ 1,200.00 /test |

### Consolidation

|                                                    |                   |
|----------------------------------------------------|-------------------|
| Consolidation Test on 2-1/2 inch diameter Specimen |                   |
| Regular increasing Load Increment to 16 TSF        | \$ 600.00 /test   |
| Each additional Unloaded-Reload Cycle              | \$ 150.00 /cycle  |
| Swell Test single pressure                         | \$ 140.00 /test   |
| Additional pressures                               | \$ 65.00 /each    |
| Swell Test ASTM D4546-03 Method C                  | \$ 600.00 /test   |
| Swell Test ASTM D4546-08 Method A                  | \$ 1,350.00 /test |
| Swell Test ASTM D4546-08 Method B                  | \$ 300.00 /test   |
| Swell Test ASTM D4546-08 Method C                  | \$ 360.00 /test   |

### Shear Strength

|                                         |                  |
|-----------------------------------------|------------------|
| Unconfined Compression                  | \$ 60.00 /test   |
| With Stress-Strain Curve                | \$ 95.00 /each   |
| Calibrated Hand Penetrometer or Torvane | \$ 12.00 /each   |
| Direct Shear FAST (cohesionless)        | \$ 250.00 /point |



2024

## Schedule of Services and Fees

Geotechnical Environmental and Materials Services  
City of Bentonville

### 2024 RATES

|                                                             |                  |
|-------------------------------------------------------------|------------------|
| Direct Shear SLOW (cohesive)                                | \$ 390.00 /point |
| Standard Sample Preparation                                 | \$ 85.00 /sample |
| Preparation on remolding for difficult samples              | \$ 90.00 /hour   |
| Unconfined Compression on Cured Proctor Sample with Fly Ash | \$ 90.00 /test   |

#### Triaxial Compression

|                                                          |                 |
|----------------------------------------------------------|-----------------|
| Unconsolidated Undrained Triaxial (per Confining Stress) | \$ 420.00 /each |
| Consolidated Undrained Triaxial (per Confining Stress)   | \$ 575.00 /each |
| Consolidated Drained Triaxial (per Confining Stress)     | \$ 800.00 /each |
| * Note: Normally requires three                          |                 |
| Preparation of Remolded Samples                          | \$ 75.00 /hour  |

Note: Test rates for 1.4 inch, 1.8 inch and 2.8 inch diameter samples. Rates for other diameter samples available upon request.

Consolidated Undrained Test includes pore pressure measurements.

#### Compaction and Density

|                                                           |                  |
|-----------------------------------------------------------|------------------|
| Laboratory CBR                                            | \$ 315.00 /test  |
| R-Value (ASTM D-2844)                                     | \$ 365.00 /each  |
| Modified Proctor (ASTM D 1557)                            | \$ 175.00 /test  |
| Standard Proctor (ASTM D 698)                             | \$ 150.00 /each  |
| Relative Density (ASTM D 4253 & D 4254 wet or dry method) | \$ 340.00 /each  |
| Standard Proctor with Fly Ash (2 hour Delay)              | \$ 240.00 /each  |
| Harvard Miniature                                         | \$ 215.00 /each  |
| Field CBR                                                 | Quote on request |
| * Additional charge for Coarse Aggregate Correction       | \$ 25.00 /each   |

#### Permeability

|                                              |                 |
|----------------------------------------------|-----------------|
| Constant Head Permeability Test (ASTM D2434) | \$ 410.00 /test |
| Falling Head Permeability Test (ASTM D5084)  | \$ 325.00 /test |
| Preparation of Remolded Samples              | \$ 95.00 /each  |

#### Chemical Tests

|                                       |                 |
|---------------------------------------|-----------------|
| pH (By meter)                         | \$ 48.00 /each  |
| Electrical Conductivity by Miller box | \$ 215.00 /each |
| Chloride Concentration                | \$ 95.00 /each  |
| Soluble Sulfate                       | \$ 85.00 /each  |
| Cation Exchange Capacity of Soil      | \$ 155.00 /each |

### **9. ROCK LABORATORY TESTING**

|                                                                               |                   |
|-------------------------------------------------------------------------------|-------------------|
| ASTM D 7012 Triaxial Compression (per confining stress)                       | \$ 350.00 /each   |
| ASTM D 7012 Triaxial with Residual Strength (per confining stress)            | \$ 475.00 /each   |
| ASTM D 7012 Uniaxial Compression Test                                         | \$ 200.00 /each   |
| ASTM D 7012 Uniaxial with Elastic Modulus                                     | \$ 350.00 /each   |
| ASTM D 7012 Uniaxial with Elastic Modulus and Poissons Ratio                  | \$ 310.00 /each   |
| ASTM D 3967 Indirect Brazilian Tensile Test                                   | \$ 85.00 /each    |
| ASTM D 4644 Slake Durability Index                                            | \$ 200.00 /each   |
| ASTM D 5607 Direct Shear Intact Rock (per normal stress)                      | \$ 500.00 /each   |
| ASTM D 5607 Direct Shear at Discontinuity (3 normal stresses)                 | \$ 975.00 /each   |
| ASTM D 5607 Direct Shear Saw Cut (3 normal stresses)                          | \$ 1,050.00 /each |
| ASTM D 5607 Direct Shear Intact Rock with Residual Cycles (3 normal stresses) | \$ 1,075.00 /each |



2024

## Schedule of Services and Fees

Geotechnical Environmental and Materials Services  
City of Bentonville

### 2024 RATES

|                                          |                 |
|------------------------------------------|-----------------|
| ASTM D 5731 Point Load Axial Diametrical | \$ 42.00 /each  |
| Difficult Sample Preparation             | \$ 100.00 /hour |

### 10. WOOD /TIMBER LABORATORY TESTING

|                                                        |                 |
|--------------------------------------------------------|-----------------|
| ASTM D 198 Wood -- Static Bending                      | \$ 130.00 /each |
| ASTM D 905 Wood -- Shear Strength Adhesive Bonds       | \$ 85.00 /each  |
| ASTM D 2395 Wood -- Specific Gravity & Moisture        | \$ 85.00 /each  |
| ASTM D 4761 Wood -- Compression Parallel to Grain      | \$ 115.00 /each |
| ASTM D 4761 Wood -- Compression Perpendicular to Grain | \$ 115.00 /each |

### 11. ROOFING/waterproofing

|                                                            |                  |
|------------------------------------------------------------|------------------|
| Roofing Professional, RRC                                  | \$ 180.00 /hour  |
| Roofing Professional, RRO                                  | \$ 150.00 /hour  |
| Roofing Technician                                         | \$ 105.00 /hour  |
| Nuclear Density Gauge for Moisture Detection (ASTM D 2922) | \$ 95.00 /day    |
| Infrared Camera (ASTM C 1153)                              | \$ 430.00 /day   |
| Tramex DEC Scanner moisture detection                      | \$ 250.00 /day   |
| Delmhorst or Tramex Moisture Meter                         | \$ 63.00 /day    |
| Roof Sample Analysis – Quantitative                        |                  |
| Asphalt, No Gravel                                         | \$ 420.00 /each* |
| Asphalt, Gravel                                            | \$ 450.00 /each* |
| Coal Tar, Gravel                                           | \$ 450.00 /each* |
| Roof Core Extraction, including labor                      | \$ 150.00 /each  |
| Roof Uplift Testing (FM 1-52, ASTM E 907)                  | \$ 3,100.00 /day |
| Roof Fastener Pull-Out Testing (ANSI/SPRI FX-1-2011)       | \$ 63.00 /each   |

\* Minimum

### 12. STRUCTURAL STEEL AND METALS

|                                                |                  |
|------------------------------------------------|------------------|
| AWS Certified Welding Inspector                | \$ 140.00 /hour  |
| AWS Certified Associate Welding Inspector      | \$ 125.00 /hour  |
| Ultrasonic Examination of Welds                | \$ 140.00 /hour  |
| Ultrasonic Equipment and Consumables           | \$ 125.00 /day   |
| Magnetic Particle or Dye Penetrant Examination | \$ 140.00 /hour  |
| Magnetic Particle or Dye Penetrant Materials   | Cost + 20%       |
| AWS or ASME Welder Qualifications              |                  |
| Pipe                                           | \$ 190.00 /each  |
| Plate                                          | \$ 150.00 /each* |
| Weld Procedure Qualification                   |                  |
| AWS                                            | \$ 475.00 /each* |
| ASME                                           | \$ 500.00 /each* |
| Tensile, Yield and Elongation Test             | \$ 175.00 /each* |

*\* Excluding machining, sample preparation and base metal costs, if required.*

#### Tensile Test (contact office for bulk pricing)

|                   |                 |
|-------------------|-----------------|
| Bar Nos. 1 to 8   | \$ 225.00 /each |
| Bar Nos. 9 to 12  | \$ 325.00 /each |
| Bar Nos. 13 to 18 | \$ 425.00 /each |

#### Tensile, Yield, Elongation Testing (contact office for bulk pricing)

|                  |                 |
|------------------|-----------------|
| Bar Nos. 1 to 8  | \$ 425.00 /each |
| Bar Nos. 9 to 12 | \$ 525.00 /each |



2024

## Schedule of Services and Fees

Geotechnical Environmental and Materials Services  
City of Bentonville

|                                                                            | 2024 RATES          |
|----------------------------------------------------------------------------|---------------------|
| Bar Nos. 13 to 18                                                          | \$ 625.00 /each     |
| <b>Bend Test (contact office for bulk pricing)</b>                         |                     |
| Bar Nos. 3 to 7                                                            | \$ 225.00 /each     |
| Bar Nos. 8 to 18                                                           | \$ 325.00 /each     |
| <b>Cyclic Load Test (10 cycles or less)</b>                                |                     |
| Bar Nos. 1 to 8                                                            | \$ 725.00 /each     |
| Bar Nos. 9 to 12                                                           | \$ 825.00 /each     |
| Bar Nos. 13 to 18                                                          | \$ 925.00 /each     |
| Tube Braze – ASME Specifications                                           | \$ 650.00 /position |
| AWS or ASME Welder Qualifications, Pipe or Plate (includes preparation)    | \$ 650.00 /position |
| Weld Procedure Qualification – AWS or ASME Method (includes preparation)   | \$ 750.00 /position |
| <b>13. <u>AGGREGATES</u></b>                                               |                     |
| Sieve Analysis (ASTM C 136)                                                | \$ 115.00 /each     |
| Analysis of Material finer than #200 Sieve (ASTM C 117)                    | \$ 63.00 /each      |
| Combined Coarse and Fine                                                   | \$ 130.00 /each     |
| Organic Impurities - Colorimetric (ASTM C 40)                              | \$ 67.00 /each      |
| Lightweight Particles or Chert Analysis (ASTM C 123)                       |                     |
| Fine                                                                       | \$ 120.00 /each     |
| Coarse                                                                     | \$ 195.00 /each     |
| Chert                                                                      | \$ 195.00 /each     |
| Clay Lumps (ASTM C 142)                                                    | \$ 85.00 /each      |
| Soundness (ASTM C 88) (5 cycles) (fine or coarse)                          | \$ 525.00 each      |
| Large Size Aggregate                                                       | \$ 550.00 each      |
| Abrasion (ASTM C 131)                                                      | \$ 260.00 /each     |
| Large Size Aggregate                                                       | \$ 300.00 /each     |
| Organic Impurities - Mortar Strength (ASTM C 87)                           | \$ 2,200.00 /each   |
| Specific Gravity (ASTM C 127 or 128)                                       | \$ 80.00 /each      |
| Absorption Analysis (ASTM C 127 or 128)                                    | \$ 80.00 /each      |
| Unit Weight (ASTM C 29)                                                    | \$ 120.00 each      |
| Specific Gravity and Absorption combined (ASTM C 127 or 128)               | \$ 100.00 /each     |
| Percentage Particles Less Than 1.95 Specific Gravity (AASHTO T 150)        | \$ 125.00 /each     |
| Scratch Hardness Test                                                      | \$ 80.00 /each      |
| Freeze Thaw (AASHTO T-103)                                                 | \$ 840.00 /each     |
| Flat and Elongated Particles                                               | \$ 305.00 /each     |
| Crushed Particle Determination                                             | \$ 135.00 each      |
| Bulk Impregnated Specific Gravity                                          | \$ 400.00 /each     |
| Solubility                                                                 | \$ 100.00 /each     |
| Insoluble Residue in Carbonate Aggregates (ASTM D3042)                     | \$ 450.00 each      |
| <b>14. <u>ASPHALT</u></b>                                                  |                     |
| Extraction (ASTM D2172) (includes gradation)                               | \$ 340.00 each      |
| Extraction only                                                            | \$ 290.00 /each     |
| Asphalt Cement by ignition (including gradation)                           | \$ 295.00 /each     |
| Marshall Density Specimens (ASTM D6926) (already mixed)                    | \$ 58.00 /each      |
| Set of 3 samples                                                           | \$ 130.00 /set      |
| Marshall Stability Flow and Density Specimens (ASTM D6927) (already mixed) | \$ 80.00 /each      |
| Set of 3 samples                                                           | \$ 165.00 /set      |
| Core Density (field cut)                                                   | \$ 80.00 /each      |
| Asphalt Design Mix Review (Marshall Method)                                | \$ 440.00 /design   |



**2024**

**Schedule of Services and Fees**

Geotechnical Environmental and Materials Services

City of Bentonville

|                                                                                                             | <b>2024 RATES</b> |
|-------------------------------------------------------------------------------------------------------------|-------------------|
| Three Point Marshall Curve<br>(including laboratory mixed asphalt with 9 stability, flow and density tests) | \$ 1,500.00 /set  |
| Additional Point                                                                                            | \$ 400.00         |
| Hveem Stability and Density (ASTM D 1560) (already mixed)<br>(Set of 3 samples)                             | \$ 315.00 /set    |
| SuperPave Molded Density Specimens<br>(Set of 2 samples)                                                    | \$ 400.00 /set    |
| Penetration and Specific Gravity (ASTM D 5)                                                                 | \$ 100.00 /each   |
| In-place Asphalt Density with nuclear testing unit (equipment only)                                         | \$ 80.00 /day     |
| Bitumen Softening Point                                                                                     | \$ 85.00 /each    |
| Asphalt Coring – per person                                                                                 | \$ 85.00 /hour    |
| Core Drilling Machine                                                                                       | \$ 100.00 /day    |
| Generator                                                                                                   | \$ 90.00 /day     |
| Strength Retention Test                                                                                     | \$ 1,100.00 /test |
| Theoretical Maximum Specific Gravity (ASTM D2041)                                                           | \$ 165.00 /test   |
| Abson Recovery                                                                                              | \$ 1,000.00 /test |
| Viscosity of Bituminous Materials (Kinematic)                                                               | \$ 130.00 /test   |
| Absolute                                                                                                    | \$ 130.00 /test   |
| FAA Moisture in Mix                                                                                         | \$ 115.00 /test   |



2024

## Schedule of Services and Fees

Geotechnical Environmental and Materials Services  
City of Bentonville

### 2024 RATES

#### 15. CONCRETE AND MASONRY

|                                                       |                      |
|-------------------------------------------------------|----------------------|
| Concrete or Mortar Mix Verification                   | \$ 500.00 /each      |
| Laboratory Concrete Trial Batch (with cylinders)      | \$ 790.00 /minimum   |
| Laboratory Concrete Trial Batch (with beams)          | \$ 1,350.00 /minimum |
| Initial setting time (ASTM C 403) (already mixed)     | \$ 450.00 /minimum   |
| Compressive Strength of 6" x 12" Cylinder (ASTM C 39) | \$ 24.00 /each*      |
| Compressive Strength of 4" x 8" Cylinder (ASTM C39)   | \$ 19.00 /each*      |
| Special capping for irregular surface                 | \$ 24.00 /each       |
| 6" x 12"/4" x 8"/ or 3" x 6" cylinder molds           | \$ 2.20 /each        |
| Trimming for capping (if required)                    | \$ 30.00 /each       |
| Strip and cured test cylinders, not tested            | \$ 24.00 /each       |

**\* This includes one copy of report sent to one location. Additional copies of each report 0.25/copy/mailling and additional locations sent are 2.00/mailling/location.**

|                                                                 |                  |
|-----------------------------------------------------------------|------------------|
| Flexural Strength of Concrete Beam                              | \$ 81.00 /each   |
| (Cleaning charges in addition where applicable per hour)        |                  |
| Splitting Tensile Test (6" Cylinders)                           | \$ 67.00 /each   |
| Concrete coring – per person                                    | \$ 84.00 /hour   |
| Core drilling machine                                           | \$ 100.00 /day   |
| Generator                                                       | \$ 90.00 /day    |
| Diamond bit wear per inch depth (1" steel = 12" concrete)       |                  |
| 3-5 inch diameter core                                          | \$ 6.00 /inch    |
| 5-7 inch diameter core                                          | \$ 7.00 /inch    |
| Concrete sawing-technician                                      | \$ 95.00 /hour   |
| Saw                                                             | \$ 80.00 /day    |
| Blades                                                          | Cost + 20%       |
| Concrete core, measurement and strength                         | \$ 70.00 /core   |
| Trimming                                                        | \$ 30.00 /cut    |
| Compressive Strength and Dimensions of Masonry                  |                  |
| Block Units ASTM C 140 (minimum of 3)                           | \$ 225.00 /test  |
| Depending on size and quantity                                  | \$ 70.00 /each   |
| Net Area, Absorption, Specific Gravity and Moisture             | \$ 100.00 /each  |
| Content of Masonry Block (ASTM C 140)                           | \$ 100.00 /block |
| Lineal Drying Shrinkage of Masonry Block (ASTM C 426)           | \$ 335.00 /each  |
| Compressive Strength of Masonry Block Prism (Hollow)            | \$ 170.00 /each  |
| Compressive Strength of Masonry Block Prism (filled with grout) | \$ 250.00 /each  |
| Compressive Strength of 3x6 inch Grout Prism                    | \$ 44.00 /each   |
| Compressive Strength of 2 inch Mortar Cube or 3 inch cylinder   | \$ 25.00 /each   |
| Laboratory Mortar, Trial Batch (does not include testing cubes) | \$ 470.00 /each  |
| Mortar Flow Test (ASTM C 270)                                   | \$ 85.00 /test   |
| Mortar Water Retention Test (ASTM C 270)                        | \$ 290.00 /test  |
| Efflorescence Test                                              | \$ 180.00 /each  |
| Each additional concurrently tested material                    | \$ 115.00 /each  |
| Chloride ion content of concrete                                | \$ 200.00 /each  |
| (submitted sample prepared through #50 sieve)                   |                  |
| James Meter                                                     |                  |
| Less than 5 samples                                             | \$ 80.00 /each   |
| 5 or more samples                                               | \$ 57.00 /each   |
| ASTM or AASHTO Titration                                        |                  |
| Less than 5 samples                                             | \$ 100.00 /each  |
| 5 or more samples                                               | \$ 105.00 /each  |





2024

## Schedule of Services and Fees

Geotechnical Environmental and Materials Services  
City of Bentonville

### 2024 RATES

|                                                                                                                      |                 |
|----------------------------------------------------------------------------------------------------------------------|-----------------|
| Sample Preparation                                                                                                   | \$ 70.00 /hour  |
| Rapid chloride permeability of concrete - 4 inch diameter sample,<br>includes sawing to length but no special curing |                 |
| 1st Sample                                                                                                           | \$ 315.00 /each |
| Additional Samples                                                                                                   | \$ 225.00 /each |
| Rapid cure by boiling procedure                                                                                      | \$ 130.00 /each |

### 16. PETROGRAPHIC SERVICES (ROCK, CONCRETE, AGGREGATE)

(Available In Cincinnati, Ohio Laboratory Only)

#### Concrete

|                                                                  |                       |
|------------------------------------------------------------------|-----------------------|
| Air Content,(ASTM C457)                                          | \$ 700.00 /each       |
| Air Void System Parameters Includes (ASTM C-457)                 | \$ 750.00 /each       |
| Petrographic Examination (ASTM C-856)                            | \$ 1,500.00 /each     |
| Resistance of Concrete to Rapid Freezing and Thawing (ASTM C666) | \$ 2,900.00 /set of 3 |

#### Aggregate

|                                             |                   |
|---------------------------------------------|-------------------|
| Petrographic Examination (ASTM C-295)       |                   |
| Coarse Aggregate                            | \$ 1,500.00 /each |
| Fine Aggregate                              | \$ 1,300.00 /each |
| <u>Riprap, Armorstone, Quarry Run, Etc.</u> |                   |
| Petrographic Examination                    | \$ 1,300.00 /each |

#### Personnel Services

|                       |                 |
|-----------------------|-----------------|
| Materials Consultant  | \$ 200.00 /hour |
| Laboratory Technician | \$ 90.00 /hour  |

### 17. GEOSYNTHETIC LABORATORY TESTING

#### Geomembrane Tests

|                                              |                |
|----------------------------------------------|----------------|
| Seam Peel and Shear (Destruct), (ASTM D4437) | \$ 55.00 /set  |
| Bond Shear Strength of Seams, (ASTM D4437)   | \$ 55.00 /set  |
| Tensile Strength, (ASTM D 638)               | \$ 110.00 /set |
| Tearing Resistance, (ASTM D 1004)            | \$ 75.00 /set  |
| Puncture Resistance, (ASTM D 4883)           | \$ 75.00 /set  |
| Nominal Thickness (textured), (ASTM D 5994)  | \$ 50.00 /set  |
| Nominal Thickness (smooth), (ASTM D 5199)    | \$ 28.00 /set  |
| Melt Flow Index, (ASTM D 1238)               | \$ 170.00 /set |
| Carbon Black Content, (ASTM D 1603)          | \$ 75.00 /set  |
| Carbon Black Dispersion, (ASTM D 5596)       | \$ 75.00 /set  |
| Density/Specific Gravity, (ASTM D 1505)      | \$ 43.00 /set  |

#### Geotextile, Geonet, Geocomposite Tests

|                                                    |                  |
|----------------------------------------------------|------------------|
| Nominal Thickness, (ASTM D 5199)                   | \$ 35.00 /set    |
| Index Puncture Resistance, (ASTM D 4833)           | \$ 65.00 /set    |
| Tensile Strength, Wide-Width Method, (ASTM D 4595) | \$ 420.00 /set   |
| Tensile Strength, Grab Method, (ASTM D 4632)       | \$ 95.00 /set    |
| Trapezoidal Tearing Strength, (ASTM D 4533)        | \$ 95.00 /set    |
| Diaphragm Burst (Mullen) (ASTM 3786)               | \$ 65.00 /set    |
| Mass Per Unit Area, (ASTM D 3776)                  | \$ 30.00 /set    |
| Temperature Stability, (ASTM D 4594)               | Quote on Request |

#### Geosynthetic Clay Liner Tests

|                                           |                 |
|-------------------------------------------|-----------------|
| Moisture Content,(ASTM D 2216)            | \$ 13.00 /each  |
| Permeability (Modified Method), GRI-GCL-2 | \$ 515.00 /each |



**2024**

**Schedule of Services and Fees**

Geotechnical Environmental and Materials Services

City of Bentonville

|                                                               | <b>2024 RATES</b> |
|---------------------------------------------------------------|-------------------|
| Mass/Unit Area, (ASTM D 5261)                                 | \$ 65.00 /each    |
| Free Swell, GRI-GCL-1                                         | \$ 220.00 /each   |
| Swell Index, of clay mineral components of GCL, (ASTM D 5890) | \$ 375.00 /each   |



2024

**Schedule of Services and Fees**

Geotechnical Environmental and Materials Services

City of Bentonville

**2024 RATES**

**18. GEOPHYSICAL EQUIPMENT**

**(Personnel Time Not Included)**

GPR Method

|                           |                |
|---------------------------|----------------|
| SIR 4000                  | \$ 250.00 /day |
| SIR 3000                  | \$ 250.00 /day |
| 2600 MHz Antenna          | \$ 150.00 /day |
| 2000 MHz Antenna          | \$ 150.00 /day |
| 1600 MHz Antenna          | \$ 150.00 /day |
| 400 MHz Antenna           | \$ 150.00 /day |
| 350 HS Antenna            | \$ 150.00 /day |
| Noggin 250 GPR            | \$ 300.00 /day |
| 200 MHz Antenna           | \$ 150.00 /day |
| UtilityScan GPR           | \$ 275.00 /day |
| GPR Road Scan System      | \$ 550.00 /day |
| GSSI StructureScan Mini2D | \$ 150.00 /day |

|                                |                |
|--------------------------------|----------------|
| RD 8000-Radio Utility Detector | \$ 125.00 /day |
| FerroScan                      | \$ 150.00 /day |

Down-hole/Deep Foundation Method

|                                  |                |
|----------------------------------|----------------|
| Pile Integrity Tester            | \$ 200.00 /day |
| Triaxial Geophone                | \$ 150.00 /day |
| CSL                              | \$ 450.00 /day |
| Thermal Integrity Profiler       | \$ 250.00 /day |
| GeoVision Borehole Camera System | \$ 100.00 /day |
| Downhole Camera                  | \$ 150.00 /day |

Seismic Method

|                        |                |
|------------------------|----------------|
| Refraction Seismic Set | \$ 300.00 /day |
| Seismic Source         | \$ 300.00 /day |

Resistivity Method

|                              |                |
|------------------------------|----------------|
| AGI-SuperSting 112 Electrode | \$ 600.00 /day |
| Supersting-84 Electrode      | \$ 525.00 /day |
| LRI MiniRes                  | \$ 100.00 /day |
| AEMC Short Spacing           | \$ 100.00 /day |
| MiniRES Large Spacing        | \$ 125.00 /day |
| MiniRES Short Spacing        | \$ 100.00 /day |
| AEMC Large Spacing           | \$ 125.00 /day |
| AEMC Short Spacing           | \$ 100.00 /day |

Electromagnetic Method

|           |                |
|-----------|----------------|
| EM 31     | \$ 350.00 /day |
| EM-61 MK1 | \$ 325.00 /day |

|                          |                |
|--------------------------|----------------|
| Denver IR Thermal Imager | \$ 150.00 /day |
| Trimble Geo7x GPS        | \$ 200.00 /day |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH TERRACON CONSULTANTS FOR GEOTECHNICAL SERVICES, ON AN AS NEEDED BASIS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Engineering Department recommends entering into an agreement with Terracon Consultants for geotechnical services;

**WHEREAS**, Terracon Consultants was selected in accordance with Arkansas law and the City's Purchasing Policy governing the procurement of professional services;

**WHEREAS**, this agreement is for the purpose of providing geotechnical services; and

**WHEREAS**, departmental cost for these city-wide services will be on an as needed basis.

**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 Terracon Consultants to provide geotechnical services, on an as needed basis;

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

|                              |                          |                           |           |
|------------------------------|--------------------------|---------------------------|-----------|
| <b>Council Meeting Date:</b> | 3/14/2024                | <b>Submitted By:</b>      | Dan Weese |
| <b>Phone:</b>                | 479-254-2024             | <b>For Department(s):</b> | All       |
| <b>Email:</b>                | dweese@bentonvillear.com |                           |           |

#### Item Type (Check all that apply)

|                                            |                                                |                                                             |                                           |
|--------------------------------------------|------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution entering an Agreement with CEI Engineering for 2024 Surveying Services                                                                                                                                                                                      |
| <b>Action Recommendation &amp; Justification:</b>        | Authorizing the Mayor and City Clerk to enter into an agreement with CEI Engineering Associates, Inc. to provide surveying services to the City for 2024. No budget adjustment is needed.                                                                              |
| <b>Additional Comments for Consideration (Optional):</b> | Departmental cost for these City Wide services on an as needed basis (see attached fee schedule). This provider was selected using the City's Purchasing Policy for professional services. City departments can utilize this contract when needing surveying services. |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                                                                                                                                                                                                   |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☒ OTHER: Departmental as needed

#### 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



## PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: 2024 Surveying Services ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and CEI ENGINEERING 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 to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the SURVEYING SERVICE PROVIDER 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 SURVEYING SERVICE PROVIDER has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The SURVEYING SERVICE PROVIDER 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 SURVEYING SERVICE PROVIDER 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, SURVEYING SERVICE PROVIDER 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**

SURVEYING SERVICE PROVIDER 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. SURVEYING SERVICE PROVIDER 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 terminate upon completion of all Work Orders submitted to and accepted by SURVEYING SERVICE PROVIDER within the calendar year of 2024.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay SURVEYING SERVICE PROVIDER for all services authorized by inclusion in this AGREEMENT which have been properly performed by SURVEYING SERVICE PROVIDER in accordance with this AGREEMENT.
- D. All fees paid to SURVEYING SERVICE PROVIDER shall be based on invoices submitted by SURVEYING SERVICE PROVIDER for work performed under this AGREEMENT, less any previous payments. SURVEYING SERVICE PROVIDER shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, SURVEYING SERVICE PROVIDER 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 SURVEYING SERVICE PROVIDER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and SURVEYING SERVICE PROVIDER shall immediately make every effort to settle the disputed portion of the invoice.

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

#### **ARTICLE VI - INSURANCE**

- A. SURVEYING SERVICE PROVIDER 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 SURVEYING SERVICE PROVIDER'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 SURVEYING SERVICE PROVIDER, 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 SURVEYING SERVICE PROVIDER'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. SURVEYING SERVICE PROVIDER 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 SURVEYING SERVICE PROVIDER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. SURVEYING SERVICE PROVIDER 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 SURVEYING SERVICE PROVIDER'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 SURVEYING SERVICE PROVIDER, at no additional cost to the CITY. In the event that SURVEYING SERVICE PROVIDER 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 SURVEYING SERVICE PROVIDER.

#### **ARTICLE VIII - RECORDS AND RETENTION**

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by SURVEYING SERVICE PROVIDER and its SURVEYING SERVICE PROVIDERS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. SURVEYING SERVICE PROVIDER and its SURVEYING SERVICE PROVIDERS, 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 SURVEYING SERVICE PROVIDER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to SURVEYING SERVICE PROVIDER's proprietary standard details that were developed by the SURVEYING SERVICE PROVIDER 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. SURVEYING SERVICE PROVIDER shall, upon completion of the services and full payment for the SURVEYING SERVICE PROVIDER'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 SURVEYING SERVICE PROVIDER 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 SURVEYING SERVICE PROVIDER, its employees, associates, agents and SURVEYING SERVICE PROVIDER'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 SURVEYING SERVICE PROVIDER, its employees, contractor, agents and SURVEYING SERVICE PROVIDER's.

- F. SURVEYING SERVICE PROVIDER 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 SURVEYING SERVICE PROVIDER's FEES.

#### **ARTICLE IX - SAFETY**

- A. CITY agrees to inform SURVEYING SERVICE PROVIDER 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 SURVEYING SERVICE PROVIDER shall communicate to its employees. SURVEYING SERVICE PROVIDER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. SURVEYING SERVICE PROVIDER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of SURVEYING SERVICE PROVIDER'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 SURVEYING SERVICE PROVIDER. In the event suspension or termination is without cause, payment to SURVEYING SERVICE PROVIDER, 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 SURVEYING SERVICE PROVIDER, and in the event the CITY and SURVEYING SERVICE PROVIDER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the SURVEYING SERVICE PROVIDER's services hereunder at no additional cost other than the payment to SURVEYING SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by SURVEYING SERVICE PROVIDER 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 SURVEYING SERVICE PROVIDER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by SURVEYING SERVICE PROVIDER under this AGREEMENT. In such event, CITY will notify SURVEYING SERVICE PROVIDER 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 SURVEYING SERVICE PROVIDER 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, SURVEYING SERVICE PROVIDER 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 SURVEYING SERVICE PROVIDER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. SURVEYING SERVICE PROVIDER 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. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

#### **ARTICLE XIII - RELATIONSHIP OF THE PARTIES**

It is understood and agreed by and between the parties that the SURVEYING SERVICE PROVIDER, 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 SURVEYING SERVICE PROVIDER's actions. All services to be performed by the SURVEYING SERVICE PROVIDER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The SURVEYING SERVICE PROVIDER 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**

CITY and SURVEYING SERVICE PROVIDER 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, SURVEYING SERVICE PROVIDER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for SURVEYING SERVICE PROVIDER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

#### **ARTICLE XV - APPLICABLE LAWS**

SURVEYING SERVICE PROVIDER 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 XVI - 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 SURVEYING SERVICE PROVIDER's services.

#### **ARTICLE XVII - 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 XVIII - 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.

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

|                            |                                                                                    |
|----------------------------|------------------------------------------------------------------------------------|
| <b>CITY OF BENTONVILLE</b> | CEI Engineering Associates, Inc.                                                   |
| CITY                       | SURVEYING SERVICE PROVIDER                                                         |
|                            |  |
| BY                         |                                                                                    |
| <b>MAYOR</b>               | Principal/VP of Operations                                                         |
| TITLE                      | TITLE                                                                              |
|                            | 2/29/2024                                                                          |
| DATE SIGNED                | DATE SIGNED                                                                        |

## APPENDIX A

### PROJECT DESCRIPTION

#### **BASIC PROJECT INFORMATION:**

Provide surveying services needed for the calendar year of 2024. Work required will be submitted to SURVEYING SERVICE PROVIDER via the Work Order form attached as part of APPENDIX A. All Work Order forms must be submitted to and accepted by SURVEYING SERVICE PROVIDER by December 31, 2024

**WORK ORDER ISSUED**  
**In Accordance with Client's**  
**Master Services Agreement Dated \_\_\_\_\_, 2024**

**Work Order No. (Year)-(#)**

Date: <Date>

Bentonville Project Number:

**PURPOSE:** Provide *[surveying services]* services related to *[description or name of project]* located *[in, near, etc.] [city, county, etc.], State* (the Project).

**SCOPE:** The Services will consist of the following tasks:

1.

**COMPENSATION:** The fee for services based on the above scope and the fee schedule provided as APPENDIX C of the PROFESSIONAL SERVICE AGREEMENT will not exceed \$\_\_\_\_\_ without prior approval from the City of Bentonville.

**SCHEDULE:** Start of services expected *[promptly, within specific time frame]* after receipt of acceptance of this work order and to complete services by\_\_\_\_or within \_\_\_\_ days of receipt of\_\_\_\_*[and any special condition such as receipt of information, etc.]. [If appropriate, add any statement needed with regard to time to start specific tasks, limiting conditions, etc.]*

**SPECIAL CONTRACT TERMS:**

*[add any special contract terms here]*

**Accepted by:**

\_\_\_\_\_  
Project Manager  
CEI Engineering Associates, Inc.

\_\_\_\_\_  
Authorized Representative  
City of Bentonville

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX B

### SCOPE OF SERVICES

Specific work orders (APPENDIX A) will define the scope of services and schedule for each task required of SURVEYING SERVICE PROVIDER. Each work order will be subject to the Terms and Conditions as set forth in this AGREEMENT. Any special contractual terms will also be noted in the work orders. The fee for each work order will be based on the work required within each work order and the fee schedule provided in APPENDIX C.



## APPENDIX C

### FEE SCHEDULE

## SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

**LABOR:** For fees billed on an hourly basis, labor charges are billed by category as follows:

### **ARKANSAS (02-01-24)**

|                                  |           |
|----------------------------------|-----------|
| Officer / Branch Manager         | \$ 235.00 |
| Department Manager               | \$ 215.00 |
| Client Sector Leader             | \$ 205.00 |
| Senior Project Manager           | \$ 195.00 |
| Program Manager                  | \$ 190.00 |
| Project Manager                  | \$ 175.00 |
| Assistant Project Manager        | \$ 140.00 |
| Senior Project Engineer          | \$ 190.00 |
| Project Engineer                 | \$ 165.00 |
| Assistant Project Engineer       | \$ 135.00 |
| Civil Designer                   | \$ 125.00 |
| Registered Landscape Architect   | \$ 160.00 |
| Lead Landscape Designer          | \$ 130.00 |
| Landscape Designer               | \$ 125.00 |
| Registered Land Surveyor         | \$ 165.00 |
| Assistant Project Surveyor       | \$ 130.00 |
| Survey Project Manager           | \$ 160.00 |
| Assistant Survey Project Manager | \$ 130.00 |
| Sr. Survey Party Chief           | \$ 120.00 |
| Survey Party Chief               | \$ 95.00  |
| Survey Technician                | \$ 105.00 |
| Field Specialist                 | \$ 85.00  |
| Senior Project Designer          | \$ 150.00 |
| Project Designer                 | \$ 130.00 |
| CAD Designer                     | \$ 105.00 |
| CAD Technician                   | \$ 90.00  |
| Construction Observer            | \$ 110.00 |
| Land Acquisition Manager         | \$ 150.00 |
| Land Acquisition Agent           | \$ 130.00 |
| Project Coordinator              | \$ 120.00 |
| Program Assistant                | \$ 90.00  |
| Administrative Assistant         | \$ 75.00  |

**SUB-CONSULTANT SERVICES:** In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

**REIMBURSABLE EXPENSES:** Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CEI ENGINEERING FOR SURVEYING SERVICES, ON AN AS NEEDED BASIS; AND FOR OTHER PURPOSES.**

**WHEREAS,** The City of Bentonville Engineering Department recommends entering into an agreement with CEI Engineering for surveying services;

**WHEREAS,** CEI Engineering was selected in accordance with Arkansas law and the City's purchasing policy for the procurement of professional services;

**WHEREAS,** this agreement is for the purpose of providing surveying services; and

**WHEREAS,** departmental cost for these city-wide services will be on an as needed basis.

**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 CEI Engineering to provide surveying services, on an as needed basis;

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

|                              |                            |                           |                      |
|------------------------------|----------------------------|---------------------------|----------------------|
| <b>Council Meeting Date:</b> | 2/29/2024                  | <b>Submitted By:</b>      | Jackie Bubenik       |
| <b>Phone:</b>                | 479.271.5974               | <b>For Department(s):</b> | Parks and Recreation |
| <b>Email:</b>                | jbubenik@bentonvillear.com |                           |                      |

#### Item Type (Check all that apply)

|                                            |                                                |                                                             |                                           |
|--------------------------------------------|------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                               |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Expressing the Willingness of The City of Bentonville to Utilize Federal TAP Funds                                                                                                                                 |
| <b>Action Recommendation &amp; Justification:</b>        | The Parks and Recreation Staff is requesting acceptance of Federal Aid Transportation Alternatives Program Funds (TAP) to be utilized for the construction of the Southwest Bentonville Trail. No budget adjustment is needed |
| <b>Additional Comments for Consideration (Optional):</b> | The project has been revised to 1,829 LF of 12' wide concrete trail and the removal of the HWY 102 Tunnel from this project. There is a 80/20 matching provision for these funds.                                             |
| <b>Amount for Approval:</b>                              | \$                                                                                                                                                                                                                            |

#### 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!

# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation Director  
From: Jackie Bubenik  
Date: February 29, 2024  
Re: City Council Resolution authorizing the City to utilize Federal Aid Transportation Alternatives Program Funds for the construction of the Southwest Bentonville Trail.

---

Parks and Recreation Staff is requesting acceptance of Federal Aid Transportation Alternatives Program Funds (TAP) to be utilized for the construction of the Southwest Bentonville Trail. The project has been revised to 1,829 LF of 12' wide concrete trail and the removal of the HWY 102 Tunnel from this project. The Tunnel will be funded by a 3<sup>rd</sup> party. TAP funding is available via an 80/20 match program with the City providing a minimum of 20% of the required funding for the project.

Please refer to the attachments below for additional detail and history of this project.

If you have questions concerning this item, please email me at [jbubenik@bentonvillear.com](mailto:jbubenik@bentonvillear.com) or call 479.217.5974.

Attachments:

*ARDOT Approval Letter*  
*ARDOT Letter asking for resolution.*

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO UTILIZE  
FEDERAL AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS; AND  
FOR OTHER PURPOSES.**

**WHEREAS**, the Parks and Recreation Staff is requesting acceptance of Federal Aid Transportation Alternatives Program Funds (TAP) to be utilized for the construction of the Southwest Bentonville Trail;

**WHEREAS**, the project has been revised to 1,829 LF of 12' wide concrete trail and the removal of the HWY 102 Tunnel from this project; and

**WHEREAS**, TAP funding is available via an 80/20 match provision;

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

Section 1: The Mayor and City Clerk are authorized to utilize TAP funds for the revised construction of the Southwest Bentonville Trail;

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

|                              |                            |                           |                      |
|------------------------------|----------------------------|---------------------------|----------------------|
| <b>Council Meeting Date:</b> | 2/29/2024                  | <b>Submitted By:</b>      | Jackie Bubenik       |
| <b>Phone:</b>                | 479.271.5974               | <b>For Department(s):</b> | Parks and Recreation |
| <b>Email:</b>                | jbubenik@bentonvillear.com |                           |                      |

#### Item Type (Check all that apply)

|                                                       |                                                |                                                  |                                           |
|-------------------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational                | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input checked="" type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                    | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                               |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Recognizing a Grant from Walmart Corporate for the E-Bike Rebate Program                                                                                                                                                                      |
| <b>Action Recommendation &amp; Justification:</b>        | Council approval of a grant award and budget adjustment from Walmart Corporate, in the amount of \$750,000.00, for an E-Bike Rebate Program for Bentonville residents. A budget adjustment is needed and will follow on the next agenda item. |
| <b>Additional Comments for Consideration (Optional):</b> | The total amount will be paid in annual installments of \$250,000.00.                                                                                                                                                                         |
| <b>Amount for Approval:</b>                              | \$ 750,000.00                                                                                                                                                                                                                                 |

#### 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

www.bentonvillear.com

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# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation Director  
From: Jackie Bubenik  
Date: February 29th, 2024  
Re: City Council Resolution and Budget Adjustment accepting a grant from Walmart Corporate for \$250,000 annually for three (3) years, totaling \$750,000 for an E Bike Rebate Program.

---

The Parks and Recreation Staff is requesting Council's approval of a grant award and budget adjustment in the amount of \$750,000, to assist in funding a -E-Bike Rebate Program for the citizens of Bentonville.

This program will be 100% grant supported; no tax dollars other than staff time will be utilized.

If you have questions concerning this item, please email me at [jbubenik@bentonvillear.com](mailto:jbubenik@bentonvillear.com) or call 479.217.5974.

Attachments:  
*Corporate Commitment Letter*





RE: COMMITMENT TO FUND THE CITY OF BENTONVILLE E-BIKE REBATE PROGRAM

I am writing on behalf of Walmart Inc. to express Walmart's commitment to contribute \$250,000 annually for a period of three years, totaling \$750,000, to the City of Bentonville for the purpose of providing funds for the community-wide E-Bike Rebate Program operated by the City. Funds will be disbursed by Walmart to the City in annual installments to support the subsidization of e-bike purchases from local e-bike stores in Bentonville.

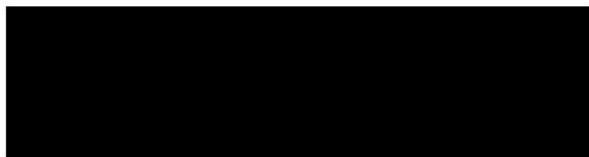
The primary objective of the E-Bike Rebate Program is to encourage sustainable transportation alternatives by making e-bikes more accessible and affordable to the residents of Bentonville. The program will extend its benefits to all residents of the city, while additional subsidies will be made available to income-qualified individuals. By facilitating the adoption of e-bikes, we aim to reduce reliance on traditional vehicles, mitigate traffic congestion, and promote a cleaner and healthier environment for our community.

We understand the E-Bike Rebate Program activities will commence in 2024 and will continue until the rebate funds are exhausted or until the program is extended, ensuring maximum impact and sustainability.

Walmart Inc. is honored to contribute to the development and implementation of this significant initiative, which we believe will have a transformative impact on the transportation landscape of Bentonville. We are confident that the E-Bike Rebate Program will not only enhance the quality of life for our residents but also align with our corporate sustainability goals.

We look forward to working closely with the City of Bentonville in the successful execution of this program. Our team is available to discuss any further details or address any questions or concerns that you may have. Together, we can create a greener and more sustainable future for Bentonville.

Thank you for your time, and we appreciate your continued partnership in this endeavor.



SVP, Corporate Real Estate  
Walmart.  
2.29.24

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING A GRANT FROM WALMART CORPORATE, IN  
THE AMOUNT OF SEVEN HUNDRED FIFTY THOUSAND DOLLARS  
(\$750,000.00), FOR AN E BIKE REBATE PROGRAM; AND FOR OTHER  
PURPOSES.**

**WHEREAS**, the City's Parks and Recreation Department is requesting approval of this grant award to contribute to an E Bike Rebate Program for Bentonville residents;

**WHEREAS**, this grant will be in the amount of seven hundred fifty thousand dollars (\$750,000.00), paid in annual installments of two hundred fifty dollars (\$250,000.00);

**WHEREAS**, this program will be wholly supported by grant funds and will be administered by a third party vendor;

**WHEREAS**, there is no matching portion for this grant.

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

Section 1: The Mayor and City Clerk are authorized to accept a grant from the Walmart Corporate, in the amount of seven hundred fifty thousand dollars (\$750,000.00), for an E Bike Rebate Program;

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

|                              |                            |                           |                      |
|------------------------------|----------------------------|---------------------------|----------------------|
| <b>Council Meeting Date:</b> | 2/29/2024                  | <b>Submitted By:</b>      | Jackie Bubenik       |
| <b>Phone:</b>                | 479.271.5974               | <b>For Department(s):</b> | Parks and Recreation |
| <b>Email:</b>                | jbubenik@bentonvillear.com |                           |                      |

#### Item Type (Check all that apply)

|                                                       |                                                       |                                                  |                                           |
|-------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational                | <input type="checkbox"/> Bid Award                    | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input checked="" type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                    | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                  |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution recognizing a Grant from the Walton Family Foundation for E-Bike Program                                                                                                                                              |
| <b>Action Recommendation &amp; Justification:</b>        | Council approval of a Grant Award and Budget Adjustment, in the amount of \$1,500,000.00, to contribute to an E-Bike Rebate Program for Bentonville residents. A budget adjustment is needed to recognize and appropriate funds. |
| <b>Additional Comments for Consideration (Optional):</b> | The budget adjustment recognizes both grants from tonight's agenda and appropriates a \$1,450,000.00 grant that was approved by City Council on 11/14/23 and has been held in escrow.                                            |
| <b>Amount for Approval:</b>                              | \$ 1,500,000.00                                                                                                                                                                                                                  |

#### Budget Impact

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

#### Budget Adjustment (to be completed by Finance when applicable)

|                             |                              |              |              |
|-----------------------------|------------------------------|--------------|--------------|
| 105030-33810                | Local Grants                 | \$           | \$ 750,000   |
| Account Number (ORG-OBJECT) | Account Description          | Expense      | Revenue      |
| 105030-33810                | Local Grants                 | \$           | \$ 1,500,000 |
| Account Number (ORG-OBJECT) | Account Description          | Expense      | Revenue      |
| 105030-33810                | Local Grants                 | \$           | \$ 1,450,000 |
| Account Number (ORG-OBJECT) | Account Description          | Expense      | Revenue      |
| 105030-43410                | Professional Services/ Other | \$ 3,700,000 | \$           |
| 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!

# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation Director  
From: Jackie Bubenik  
Date: February 19th, 2024  
Re: City Council Resolution on a Budget Adjustment accepting a grant from the Walton Family Foundation, in the amount of \$1,500,000 for support of the E-bike Rebate Program and Budget Adjustment in the amount of \$1,450,000 for previously approved grant.

---

Parks and Recreation Staff is requesting Council's approval of a grant award in the amount of \$1,500,000, to contribute to an E-Bike Rebate Program.

The main purpose of this pilot program is to develop and fund a cycling infrastructure that ensures all Bentonville residents can participate in and benefit from the electric bicycle ("e-bike") transportation movement. By increasing the adoption of e-bikes, residents will see reduced vehicle miles traveled, lower transportation costs, improved health outcomes, and encourage residents to make the renewable energy transportation mode a larger element of commuting around town. We have seen elsewhere; increased usage of e-bikes will lead residents to seek increased investment in safe biking infrastructure. E-bikes have been shown to be an effective tool in reducing usage of passenger vehicles particularly for trips under three miles. However, due to the high cost to purchase e-bikes (typically >\$2k for a regular e-bike and \$3k for a cargo e-bike), adoption may be slower than hoped. To overcome this initial cost issue, cities and states across the country have begun experimenting with e-bike rebates as a policy mechanism to increase uptake by helping to reduce the cost of e-bikes.

In November 2023, City Council approved a resolution accepting \$1,450,000 in grant funds from the Walton Family Foundation for this program. During this meeting, staff informed Council that upon receipt of all anticipated revenue commitments, we would bring a budget adjustment for the program. This is moving those grant funds into the proper account.

This program will be 100% grant supported; no tax dollars other than staff time will be utilized.

If you have questions concerning this item, please email me at [jbubenik@bentonvillear.com](mailto:jbubenik@bentonvillear.com) or call 479.217.5974.

Attachments:

*Grant Agreement*

# WALTON FAMILY FOUNDATION



[Date]

Mayor Stephanie Orman  
City of Bentonville  
305 SW A Street  
Bentonville, AR 72712

RE: Grant 00110304

Dear Mayor Orman,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of \$1,500,000.00 to the City of Bentonville ("Grantee"). The project term will be November 2023 to November 2026. This grant is at the recommendation of Steuart Walton and Tom Walton and is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the design, launch and management of an e-bike rebate program for Bentonville residents. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
2. **Amount: \$1,500,000.00 USD**

Grant payments will be made as follows:

| Installment | Amount       | Requirement                                                         | Date                           |
|-------------|--------------|---------------------------------------------------------------------|--------------------------------|
| 1           | \$500,000.00 | Upon signature and return to the Foundation of this grant agreement | On or about [Date]             |
| 2           | \$500,000.00 | Upon approval of Progress Report due September 1, 2024              | On or about September 15, 2024 |
| 3           | \$500,000.00 | Upon approval of Progress Report due September 1, 2025              | On or about September 15, 2025 |

3. **Payable:** Initial installment of \$500,000.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

Further installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in the Reporting and Evaluation paragraph below and other information the Foundation may gather.

**4. Accounting:**

- a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.
- b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

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

| Report Type     | Report Due Date   |
|-----------------|-------------------|
| Progress Report | September 1, 2024 |
| Progress Report | September 1, 2025 |
| Final Report    | December 1, 2026  |

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing [smartsimplehelp@wffmail.com](mailto:smartsimplehelp@wffmail.com). Please reference Grant 00110304 on all communication.

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

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

- a. Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
- b. In no event will Grantee use any grant funds:
  - i. to carry on propaganda, or otherwise to attempt, to influence legislation;
  - ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

- iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
  - c. Grantee will comply with all applicable laws and regulations.
  - d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
    - i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
    - ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.
- 7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.
- 8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
  - a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
  - b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
  - c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
  - d. Grantee does not use funds for the purpose of this grant;
  - e. The Foundation is not satisfied with the progress of the activities funded by this grant as measured in the performance measures in Appendix A;
  - f. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
  - g. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
  - h. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
  - i. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.



The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the grant and the project funded by the grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.
10. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

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

11. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
12. **Contact:** For all communications regarding this grant, your point of contact at the Foundation will be Jeremy Pate, Senior Program Officer. Jeremy can be contacted via

phone (479) 802-7359 or email [jpate@wffmail.com](mailto:jpate@wffmail.com). Please reference Grant 00110304 in your communication.

By electronically signing this grant agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by **[Date]**, the Foundation will consider the Grantee to have declined the grant.

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

Sincerely,

Stephanie Cornell  
Executive Director

ACKNOWLEDGED AND AGREED

By: \_\_\_\_\_

Mayor Stephanie Orman  
City of Bentonville

cc: David Wright

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALMART FAMILY FOUNDATION IN THE AMOUNT OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00), FOR AN E-BIKE PROGRAM; ADJUSTING THE 2024 BUDGET TO RECOGNIZE AND APPROPRIATE GRANT FUNDS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City is awarded a grant, in the amount of one million five hundred thousand dollars (\$1,500,000.00) to fund an e-bike rebate program for Bentonville residents;

**WHEREAS**, there is no matching provision in this grant.; and

**WHEREAS**, a budget adjustment will be needed to recognize both grants from this agenda as well as a previously approved grant by City Council on November 14, 2023.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Walton Family Foundation in the amount of one million five hundred thousand dollars (\$1,500,000.00), to fund an e-bike rebate program;

Section 2: The 2024 Budget is hereby adjusted to recognize a total of three million seven hundred thousand dollars of grant funds into Account #105030-33810 – Local Grants;

Section 3: The 2024 Budget is further adjusted to appropriate the same into Account #105030-43410 – Professional Services/Other;

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 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:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                            |                           |                      |
|------------------------------|----------------------------|---------------------------|----------------------|
| <b>Council Meeting Date:</b> | 2/29/2024                  | <b>Submitted By:</b>      | Jackie Bubenik       |
| <b>Phone:</b>                | 479.271.5974               | <b>For Department(s):</b> | Parks and Recreation |
| <b>Email:</b>                | jbubenik@bentonvillear.com |                           |                      |

#### Item Type (Check all that apply)

|                                            |                                                |                                                             |                                           |
|--------------------------------------------|------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                  |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to enter Agreement with Aptim to be Administrator of the E Bike Rebate Program                                                                                                        |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution authorizing the Mayor and City Clerk to enter into agreement with Aptim for the Administration of an E Bike Rebate Program for Bentonville Residents. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | This vendor was selected following the City's Purchasing Policy for professional services.                                                                                                       |
| <b>Amount for Approval:</b>                              | \$ 1,500,000.00 plus fees                                                                                                                                                                        |

#### 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!

# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation Director  
From: Jackie Bubenik  
Date: February 29th, 2024  
Re: City Council Resolution authorizing the Mayor enter into an agreement with Aptim for the administration of a E Bike Rebate Program for Bentonville Residents. The value of the agreement is \$150,000 plus 5% of all rebates processed. All expenses of this grant is paid by grant funding.

---

The Parks and Recreation Staff is requesting Council's approval of a resolution, authoring the Mayor and Clerk enter into agreement with Aptim for administration of an E Bike Rebate Program. To date, Staff has worked with the Walmart Corporate, the Walmart Foundation and the Walton Family Foundation to raise a total of \$3,950,000 for this program to operate over a three (3) year period. Funding breakdown is as follows:

|                                         |             |
|-----------------------------------------|-------------|
| *Walmart Foundation                     | \$250,000   |
| Walmart Corporate                       | \$750,000   |
| *Walton Family Foundation (Home Region) | \$1,450,000 |
| Walton Family Foundation                | \$1,500,000 |

*(via recommendation by Tom and Steuart Walton)*

*\*Grants already approved by City Council*

In late 2023, Staff began researching and requesting Statement of Qualifications for any firm with experience managing this type of Rebate Program. Our three-person committee, consisting of representatives from Parks and Legal, reviewed these qualifications and overwhelmingly supported Aptim for the management firm. This group has managed this type of programs in dozens of communities and seem to be the best fit for Bentonville. Our hope is to launch this program in Summer 2024.

Staff has actively listened to Council's comments about this program during the previous two approvals. You will see in this agreement, that 1. There is a provision in this agreement that focuses on individuals who have an annual income below an agreed upon threshold. In fact, almost 50% of our grant funding will be allocated specifically for individuals who qualify. Next, there was a statement regarding

individual with special needs. You can see where the Adaptive E Bikes are specifically called out in the agreement and the rebate funds are significantly higher for individuals requiring this type of equipment.

Finally, a question was asked why the City should run this program instead of a non-profit. Parks Staff has reached out and talked about this with local non-profits and how a local program could be conducted. While there may be future programs offered by local non-profits, there was full agreement that this initial pilot program has the high chance of success if offered by Bentonville Parks and Recreation. Our activity in trail development, relationships with trail users, advocates, local cycling retailers and the overall industry gives our team the ability to make the largest possible impact for our citizens. Our overarching goal is about encouraging multiple modes of transportation, environmental stewardship, public health and enriching lives of our citizens. We believe this program helps us achieve this.

If you have questions concerning this item, please email me at [jbubenik@bentonvillear.com](mailto:jbubenik@bentonvillear.com) or call 479.217.5974.

Attachments:

*Agreement with Aptim*

February 23, 2024

City of Bentonville  
305 SW A Street  
Bentonville, AR 72712

Subject: Proposal to administer e-bike rebate program for City of Bentonville

Dear City Representative,

Aptim Environmental & Infrastructure, LLC (APTIM) would like to thank you for the opportunity to present our proposal to administer an e-bike rebate program for the City of Bentonville. The proposed turn-key program design reflects the launch and implementation of a program to subsidize the cost of e-bike purchases from local e-bike stores located in the City of Bentonville. The program would be open to residents of the city and would provide additional subsidy for income qualified residents. While the specific income requirements will be developed as part of the program design, typically, cities follow federal poverty levels as a basis for determination.

The proposed activities under this scope would commence in 2024 and extend until rebate funds are exhausted or the program is extended. Our assumption is that there will be four distinct funding sources that will underwrite e-bike rebates and safety equipment to income qualified and non-income qualified residents in the City of Bentonville (Walmart Inc, Walmart Foundation, Walton Family Foundation, and Runway Group). The proposed program is expected to launch in July, 2024.

The proposed scope includes:

**Task 1: Program Establishment:**

APTIM will submit a program design and supporting documentation consistent with our existing, successful e-bike rebate programs. The program design may include but is not limited to the following components, with a launch date to be mutually agreed upon (but not less than four months after contract execution to allow adequate time for planning, portal development, and launch):

- 1) Kick-off meeting:
  - a) Review communication and project management approach
  - b) Schedule overview and major milestones
  - c) Rebate program process overview
  - d) Bike retailer recruitment overview

- e) Design playbook introduction and first design working session
- 2) Develop program configurations, rules and guidelines
  - a) Weekly portal configuration working sessions
  - b) Draft and final workflow validation sessions, including application submission, review, and approval processes; customer service and complaint management processes.
  - c) Draft and final program rules and guidelines for review
  - d) Draft customer and retailer service plan for review
  - e) Define customer eligibility and verification requirements for residency and income qualification for review
  - f) Draft web-based resources providing information and access for participants
- 3) Develop retailer requirements and registration:
  - a) Provide list of suggested brick-mortar retailers for program year 1 for City approval.
  - b) Work with City and other stakeholders to recruit approved e-bike retailers in the City of Bentonville to participate
  - c) Develop clear instructions for e-bike retailers to access, enter information and use the rebate administration portal, including online webinar for e-bike retailers
  - d) Draft retailer terms & conditions review
  - e) Work with stakeholders to consider expansions of the approved retailers in year 2 if program is extended
- 4) Develop final design document for the application portal, including program requirements.

## **Task 2: Development of a Rebate Administration Portal:**

- 1) Configure APTIM's proprietary application system, APTracks, to match requirements and funding streams for the program. APTIM assumes this program will make use of pre-configured, existing program layouts, workflows, rules, dashboards, survey tools design materials, and reporting dashboards; pricing is based upon use of the existing designs, program and design materials, reporting templates and program parameters. Deviations will alter proposed pricing and timelines.
- 2) Create landing page content for program based upon brand requirements on the City's website that will direct residents and approved retailers to APTIM's application portal
- 3) Create an online tool to allow qualified participants to apply for vouchers
  - a) Capture necessary information needed to determine and verify eligibility
  - b) Ensure each budget stream remains within required limits
  - c) Allow for follow up if applications are deemed incomplete



- d) Upon approval, send voucher code to approved participants that can be redeemed at approved e-bike retailers
  - e) Utilize google translate function to offer translations
- 4) Create an online mechanism to allow e-bike retailers to determine if vouchers are active
  - 5) Create an online mechanism to allow retailers to submit voucher redemption requests for payment processing

**Task 3: Establish a Customer Service Help Desk:**

- 1) Create a dedicated email address to assist with applicant and e-bike retailer questions. The pricing include up to 2,250 customer contacts per year. Based on our experience with similar programs, we believe this should be adequate to cover the volume of contacts expected given the program and community size.

**Task 4: Rebate Application Processing:**

- 1) Utilize our proprietary EM4ALL process for applicant selection which involves pre-registration and then random selection of applicants
- 2) Receive voucher applications and verify eligibility
- 3) Verify voucher amounts adhere to allowable limits
- 4) Verify eligibility of applicants in accordance with each funding stream

**Task 5: Rebate Distribution:**

- 1) Distribute rebate payments to vendors in accordance with the approved Program Design. APTIM will create an escrow account for rebate funds. An initial balance will be pre-funded, and funds then submitted monthly for rebates in the payment queue.
  - a) Printed materials, including but not limited to stationery and paper checks related to the Incentive Program shall bear the desired program or City logo, to be provided to APTIM. Use of the logo is limited to the e-bike Incentive Program.
  - b) APTIM will be responsible for issuing 1099s to e-bike retailers
  - c) APTIM will distribute voucher rebate payments to the e-bike retailers within required timelines

**Task 6: Reporting/Invoicing:**

- 1) APTIM shall furnish an online accessible database and utilize existing dashboard and reporting templates that should include, but is not limited to the following fields:
  - a) Name of recipient
  - b) Whether recipient is income qualified
  - c) Contact information of recipient (address, email and phone number)
  - d) Manufacturer, model and serial number of e-bike purchased
  - e) Type of e-bike purchased – (standard, cargo, adaptive)
  - f) Total Cost of e-bike purchased
  - g) Whether e-bike has been leased
  - h) Rebate amount paid
  - i) Aggregated totals for \$s of rebates issued and budget remaining
- 2) APTIM shall submit monthly invoices with rebate reports for the invoiced month
- 3) APTIM will communicate with the designated representative regularly to report on the status of the program and to identify and address any issues or concerns as soon as they arise. We suggest holding a weekly meeting during program design phase.

**Task 7: Refund of all Remaining Funds:**

- 1) Ninety (90) days after the contract term expires, the full amount of all funds not distributed as rebates or paid as fees shall be returned
- 2) APTIM will be responsible for adhering to all escheatment requirements.

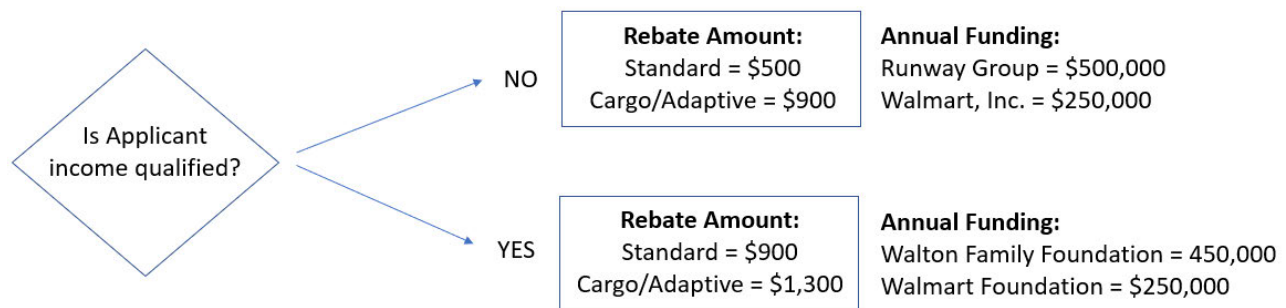
**Program Design Recommendations:**

We recommend several elements for this rebate program:

1. Rebates to be provided for 3-types of e-bikes:
  - a. Standard e-bikes: Recommend allowing Class I, II, & III (see [E-Bike-Law-Handouts AR 2022 \(prismic-io.s3.amazonaws.com\)](#) for definitions of each class)
  - b. Cargo e-bikes: E-bike designed to allow carrying capacity
  - c. Adaptive e-bikes: Designed to meet individual and specialized needs of riders; we recommend excluding after-market retrofits
2. We recommend the following rebate amounts:

- a. Non-income qualified participants:
  - i. Standard = \$500
  - ii. Cargo/Adaptive = \$900
- b. Income qualified participant
  - i. Standard = \$900
  - ii. Cargo/Adaptive = \$1,300
- c. We recommend a safety equipment voucher of \$100 for income qualified participants, which would include a helmet, bike lock, light, and children's bike seat.

The estimated annual funding in the diagram below depicts how to determine where an applicant would fall into one of the funding buckets:



Given the suggested rebate levels and annual budget, we suggest a goal of 800 non-income qualified and 450 income qualified participants in year 1.

### Proposed Fee Structure:

**Start-up Fee:** \$150,000 due upon program establishment and development of the necessary rebate portal.

**Processing Fee:** 5% of rebates processed.

Please note that the above fee schedule is contingent upon APTIM's standard systems and tools being configured for this particular project as we understand the requirements today. As we go through design stages in the project and determine exact details and need for incorporating other scope items, as listed below, the budget and scope may be altered.

**Optional Services:**

In addition to the standard fees above, APTIM can also offer additional items, if desired, to be paid on a time/material basis with budgets to be negotiated based upon need and specific scope for services to be determined, including, but not limited to:

- i) Development of a leasing component
- ii) Marketing and communication support
- iii) Individual customer support
- iv) Community and stakeholder engagement
- v) Development of safety training materials
- vi) Participant surveys
- vii) Augmented staff support

**Fully-Loaded Hourly Rates:**

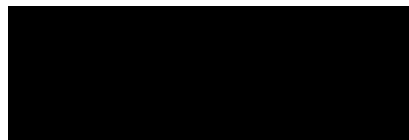
The rates below will be in effect for 2024.

|                          | Hourly Rate |
|--------------------------|-------------|
| Program Director         | \$240.00    |
| IT Director              | \$200.00    |
| Project Manager          | \$160.00    |
| Marketing Manager        | \$150.00    |
| Operations Manager       | \$140.00    |
| Marketing Specialist     | \$125.00    |
| Customer Service Manager | \$110.00    |
| Customer Service Rep     | \$90.00     |

APTIM is willing and prepared to negotiate in good faith to quickly finalize mutually acceptable terms and conditions for its Work on this project, including but not limited to: (i) an acceptable limit on APTIM's aggregate liability, (ii) a mutual waiver of consequential damages, (iii) a negligence-based indemnity, (iv) clearly defined and acceptable warranty obligations and (v) acceptable payment terms.

We appreciate the opportunity to partner on this exciting project and look forward to discussing next steps.

Sincerely,  
Aptim Environmental & Infrastructure, LLC



Joel Freehling  
National Director, Energy Transitions  
Aptim Environmental and Infrastructure, LLC

APTIM is the leading E-bike program Administrator:



**Unrivaled Experience:** We currently serve as the Rebate Administrator for three leading e-bike rebate programs, including the City and County of Denver's Climate Action Rebate Program, which has been deemed the 'best e-bike program in the country' by Bicycling Magazine. Through these large programs, APTIM has processed more than 15,000 e-mobility applications in the past 18 months, and all within the required review timeline, despite the unexpected demand seen with these programs. Given our experience with Denver, the City of Boulder and State of Colorado's programs, we are confident we bring the experience, systems, and expertise to successfully handle the City of Bentonville's program.



**Rebate Processing Expertise:** APTIM oversees the issuance of nearly \$100M annually in rebates for utilities, municipalities, and states. We bring significant experience in verifying program participant eligibility and have successfully overseen more than \$1.5B in rebates over the past two decades. We bring a proven customer support team that has consistently met the required response times and is structured to allow for staffing levels to adjust to demand.



**Focus on Equity:** The rebate programs we administer on behalf of our clients have won more than 73 industry awards, many of which for the innovative ways of reaching and serving low- and moderate-income populations. We have well established processes for verifying income eligibility and sensitively handling questions and issues that arise. We also are proud of our continuous focus on removing barriers to participation by under-served communities, such as the redesign of the e-bike voucher selection process which we think will fundamentally change how cities and states implement popular grant programs going forward to better serve diverse and under-represented communities.



**Reporting and Information Security:** APTIM's financial and IT systems are built and tested for privacy and security, but we also offer robust tracking and reporting to allow transparency about program activities and results. We have successfully administered billions of utility, federal, state and local dollars and our systems have been vetted and tested by numerous third parties, from state and local governments, to utilities, to federal agencies.



“ As the Denver programs have enjoyed extremely high public interest and demand, APTIM has continuously adapted to the needs of the program and provided a high level of customer service. Given our experience with APTIM, **I can confidently recommend them for your program administration role.** With their experience and dedication, I am confident that selecting APTIM will ensure success of your program. ”

– *Michael Salisbury, Transportation Energy Lead*  
*Office of Climate Action, Sustainability, Resiliency City and County of Denver*

034359\_102\_1



## ARKANSAS' ELECTRIC BICYCLE LAW FOR THE ROAD

- » Electric bicycles are regulated like bicycles. The same rules of the road apply to both electric bicycles and human-powered bicycles.
- » Electric bicycles are not subject to the registration, licensing, or insurance requirements that apply to motor vehicles.
- » Arkansas designates three classes of electric bicycles:
  - Class 1: Bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the electric bicycle reaches 20 mph.
  - Class 2: Bicycle equipped with a throttle-actuated motor, that ceases to provide assistance when the electric bicycle reaches 20 mph.

- Class 3: Bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the electric bicycle reaches 28 mph.

- » Helmets are required for riders of Class 3 electric bicycles under 21 years of age. Persons under 16 years of age may not ride a Class 3 electric bicycle. There are certain access restrictions for Class 3 electric bicycle riders.
- » Local governments have the authority to restrict the use of electric bicycles under motor power on bike paths. When in doubt, check with your town, city, or county for local rules and regulations.

\*The following Arkansas laws are referenced: Ark. Code §§ 27-20-101, 27-20-106.

## eMTB GUIDELINES

- » On federal, state, country and local trails, electric mountain bike (eMTB) access varies significantly.
- » Generally, any natural surface trail that is designated as open to both motorized and non-motorized uses is also open to eMTBs.
- » eMTBs may not be allowed on trails managed for non-motorized activities.
- » Do not ride your eMTB in areas where the local rules are unclear. Ride legally and only on authorized trails to show that mountain bikers are responsible trail users.
- » When in doubt, ask your local land manager about access to specific trails. Local land rules change frequently.

## CHECK OUT

- » A map of great eMTB rides at [peopleforbikes.org/emtb](http://peopleforbikes.org/emtb)
- » eMTB "Adventures" at [peopleforbikes.org/electric-bikes](http://peopleforbikes.org/electric-bikes)

## ARKANSAS' ELECTRIC BICYCLE LAW FOR TRAILS

- » LOCAL: Consult your local land management agency.
- » STATE: Arkansas State Parks allows Class 1 electric bicycles wherever traditional bikes are allowed. Contact the departments for the most up to date information. PeopleForBikes is monitoring this policy and will update this document as needed.
- » FEDERAL: On federal lands, eMTBs are considered motorized vehicles and have access to motorized trails. Contact the U.S. Forest Service Southern Regional Office for more information.

## GREAT eMTB RIDES IN ARKANSAS

- » **Mocassin Gap Horse Trail**  
Russellville | 28 miles

- » **Brock Creek Trails**  
Russellville | 15.2 miles



Learn more at [PeopleForBikes.org/electric-bikes](http://PeopleForBikes.org/electric-bikes)

- » Blogs and webinars
- » Electric bicycle laws around the country
- » Electric bicycle statistics and research
- » Buying guide
- » Retailer materials
- » eMTB management resources

**With an electric bicycle, bicyclists can ride more often, farther, and for more trips.**

Electric bicycles are designed to be as safe as traditional bicycles, do not compromise consumer safety, and benefit bicyclists who may be discouraged from riding a traditional bicycle due to limited physical fitness, age, disability or convenience.

In many states, electric bicycles are regulated under antiquated laws primarily aimed at combustion engine vehicles such as mopeds or scooters. PeopleForBikes is clarifying state laws governing the use of electric bicycles in the U.S. Every state's law is different, but the objective is to ensure that low-speed electric bicycles are regulated similarly to traditional, human-powered bicycles.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH APTIM, TO BE THE ADMINISTRATOR OF THE E-BIKE REBATE PROGRAM FOR BENTONVILLE PARKS AND RECREATION, IN THE TOTAL AMOUNT OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) PLUS FEES; AND FOR OTHER PURPOSES.**

**WHEREAS**, Bentonville Parks and Recreation Department is requesting to enter into an agreement with Aptim to be the administrator of the E-Bike Rebate Program for Bentonville residents;

**WHEREAS**, this agreement is in the amount of one million five hundred thousand dollars (\$1,500,000.00) plus 5% of all rebates processed; and

**WHEREAS**, this is a budgeted item with all expenses being funded by grants.

**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 Aptim to be the administrator of the E-Bike Rebate Program in the amount of one million five hundred thousand dollars (\$1,500,000.00) plus fees;

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

|                              |                          |                           |                       |
|------------------------------|--------------------------|---------------------------|-----------------------|
| <b>Council Meeting Date:</b> | 3/12/2024                | <b>Submitted By:</b>      | Mayor Stephanie Orman |
| <b>Phone:</b>                | (479) 271-5966           | <b>For Department(s):</b> | Administration        |
| <b>Email:</b>                | sorman@bentonvillear.com |                           |                       |

### Item Type (Check all that apply)

|                                                   |                                            |                                                   |                                           |
|---------------------------------------------------|--------------------------------------------|---------------------------------------------------|-------------------------------------------|
| <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds        | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid            | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance                | <input type="checkbox"/> Resolution        | <input checked="" type="checkbox"/> Informational |                                           |

### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Appointment of Malorie Marrs to Fill the Remainder of Kirby Romines' Term as City Clerk                                                                                                                                                                                                   |
| <b>Action Recommendation &amp; Justification:</b>        | Consideration of the appointment of Malorie Marrs to the office of City Clerk effective March 16, 2024 for the remainder of 2024. City Clerk Kirby Romines has offered her resignation effective March 15, 2024. The City Clerk position will be put on the 2024 General Election Ballot. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                                                                                                                           |
| <b>Amount for Approval:</b>                              | \$                                                                                                                                                                                                                                                                                        |

### 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

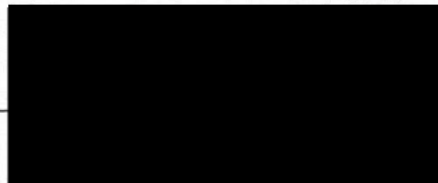
MEMORANDUM

TO: Bentonville City Council  
FROM: Kirby Romines, City Clerk  
CC: Mayor Orman; Camille Thompson, Staff Attorney; Bonnie Bridges, Staff Attorney; Andrew Myers, City Attorney  
DATE: March 1, 2024  
RE: Resignation

My elected term as City Clerk expires on December 31, 2024. However, in April of 2024, I will be moving to Northwest Ohio, so I am unable to continue to serve in this capacity.

Accordingly, I hereby resign as Bentonville City Clerk effective March 15, 2024, in preparation for moving in April.

I express my deepest gratitude to the residents of Bentonville who have entrusted and voted for me to serve them over the past three and a half years. It has been an absolute honor and privilege.

\_\_\_\_\_  


# Malorie A. Marrs

Address: [REDACTED] Bentonville, AR 72712

Cell: [REDACTED]

Email: [REDACTED]

Linkedin: [www.linkedin.com/in/maloriemarrs](http://www.linkedin.com/in/maloriemarrs)

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## SUMMARY

A highly motivated, creative, energetic, and results driven individual, with a passion for leadership and development. A strong visionary who understands the big picture, long-term development strategies and relevant details needed for successful organization growth, while motivating others. Proven success in high end donor development, event planning/logistics, & stewardship

### **Core competencies include:**

- |                            |                     |                           |
|----------------------------|---------------------|---------------------------|
| • Relationship Building    | • Donor Development | • Strategic Collaboration |
| • Event Planning/Logistics | • Leadership        | • Organization            |
| • Project Management       | • Team Building     | • Stewardship             |
| • Communication            | • Time Management   | • Adaptability            |
- 

## EXPERIENCE AND SKILLS

### **American Diabetes Association; Bentonville, AR**

#### **Executive Director**

**January 2015-March 2020**

- Provide strategic leadership, while creating & executing fundraising strategies, throughout the State of Arkansas
- Collaborate to develop an expansive network for fundraising opportunities, emphasizing on grants & employee giving programs
- Raises over \$1.3 million annually from corporations, foundations, grant applications, and individuals
- Lead for the ADA's largest gala nationally; provides sponsorships, essential planning strategies, logistics, & volunteer recruitment
- Initiated community leaders to work together to raise \$1M at the 2016 Kiss a Pig Gala.
- Manage, hire, evaluate, develop, and mentor a team of talented fundraising professionals
- Develop, recruit, and enact the Community Leadership Board for the state of Arkansas
- Enable and support effective volunteer leadership and recruitment
- Maintain a robust portfolio of vendors, community leaders, foundations, & corporate engagement opportunities
- Grew the Northwest Arkansas office by 12%, financially in 2016

### **Corporate Business Systems; Bentonville, AR**

#### **Account Executive**

**April 2013-September 2014**

- Prospected for new business via telephone and in person on site with potential clients
- Maintained the largest Managed Print Services account, growing the company by 15%
- Updated sales database system with all account information while managing prospecting continuum
- Negotiated and constructed sales orders, leases, and credit applications

### **Missouri Southern State University; Joplin, MO**

#### **Director: Student Activities**

**August 2010-April 2013**

- Director and advisor to Campus Activities Board, Student Senate, and Greek Life organizations
- Developed and led event programming for: Homecoming, Welcome Week, Campus Picnics, Diversity Week
- Recruited a multitude of students to student organizations and the University
- Negotiated all contracts for student activities and numerous campus events
- Supervised and managed fiscal budgets of Campus Activities Board, Student Senate, and Greek Life totaling over \$350,000
- Led & assisted with Martin Luther King Jr. Day events; Chief Events Programmer for First Annual Diversity Week
- Managed social networking profiles for the Student Activities Office and various campus organizations
- Coordinated and established a network of outside vendors for campus events
- Supervised the Coordinator and Secretary for the Student Activities Department

## PROFESSIONAL & PERSONAL ORGANIZATIONS

**Hope Church NWA Ministry Leader**

**Association of Fundraising Professionals**

**2015-2020**

**Rogers-Lowell Chamber of Commerce: Emerging Leaders**

**2013-2014**

**Joplin Area Chamber of Commerce: Young Professionals Network**

**2010-2013**

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## EDUCATION

**Florida State University Graduate School of International Affairs-** Master of Science-International Affairs

**Drury University-** B.A. International Political Science & Spanish



## Malorie Marrs—Bio

Bentonville, AR 72712

Malorie has lived in Bentonville for over 12 years and married for 10 years to her wonderful husband Jon Marrs. Together they have two spunky boys, Carson (4), and Austin (2). Malorie is currently enjoying being a stay-at-home mom to her sons. Prior to chasing children, Malorie was the former Executive Director for the American Diabetes Association, serving and leading both the state of Arkansas and Oklahoma. Throughout her tenure at the ADA, Malorie worked on the association's largest gala -Kiss a Pig, cycling event Tour de Cure, and led the Arkansas Board.

Malorie was in the nonprofit arena for over 5 years and has backgrounds in both business-to-business sales and higher education. Originally from Springfield Missouri, she has a bachelor's in international political science and Spanish from Drury University, and a master's in international Affairs from Florida State University.

Community activism has always been on the forefront of Malorie's mind. Having helped in various political campaigns for state and local offices during her undergraduate career in Missouri. Priding herself in her organization, and ability to keep a neutral mind towards issues, Malorie has always positioned herself in leadership roles, with integrity and honesty.

Malorie enjoys spending time with her family, riding bikes, and working out at the Bentonville Community Center. She is currently serving as a committee chair for the Childrens Tumor Dancing with the Stars Gala and is an active member/ volunteer at Hope Church NWA, along with the rest of her family.





### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                            |                           |                     |
|------------------------------|----------------------------|---------------------------|---------------------|
| <b>Council Meeting Date:</b> | 3/12/2024                  | <b>Submitted By:</b>      | Travis Matlock      |
| <b>Phone:</b>                | 479-271-5941               | <b>For Department(s):</b> | Inventory Warehouse |
| <b>Email:</b>                | tmatlock@bentonvillear.com |                           |                     |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input checked="" type="checkbox"/> Bid Award  | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                         |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Award Bid IFB-24-17 for Electric Wire                                                                                                                                     |
| <b>Action Recommendation &amp; Justification:</b>        | Award a bid for secondary wire of various size to the low bidder of each size. Approved by Utility Board 5-0. No budget adjustment is needed.                                           |
| <b>Additional Comments for Consideration (Optional):</b> | Lowest bidders on electric wire:<br>American Wire Group in the amount of \$15,060.00<br>Arkansas Electric in the amount of \$29,217.60<br>Stuart Irby Company in the amount of \$830.00 |
| <b>Amount for Approval:</b>                              | \$ 45,107.60                                                                                                                                                                            |

#### 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 |
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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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

FORMAL WIRE BID

| ITEM | QNTY   | UNIT | PART NO. | DESCRIPTION                                                                                             | UNIT COST<br>AWG | UNIT COST<br>AECI | UNIT COST<br>IRBY | UNIT COST<br>WINELECTRIC |             |             |          |             |
|------|--------|------|----------|---------------------------------------------------------------------------------------------------------|------------------|-------------------|-------------------|--------------------------|-------------|-------------|----------|-------------|
| 1    | 1,000  | FT   | 2173     | WIRE 350 QUADRAPLEX-U/G<br>SLIPPERY ROCK (1000' REEL) *PHASES MUST<br>BE MARKED)                        | \$4.86           | \$4.98            |                   | \$6.32                   | \$4,860.00  |             |          |             |
| 2    | 6,080  | FT   | 2177     | WIRE 4/0 ACSR PENGUIN-RL 1 REEL 885#<br>= 3,040'                                                        | \$0.76           | \$0.72            |                   | \$0.81                   |             | \$4,377.60  |          |             |
| 3    | 12,000 | FT   | 2183     | WIRE 4/0 TRI-U/G SWEETBRIAR 4/0-4/0-<br>2/0 (1000' PER REEL) *PHASES MUST BE<br>MARKED                  | \$2.27           | \$2.07            |                   | \$2.71                   |             | \$24,840.00 |          |             |
| 4    | 2,000  | FT   | 2131     | WIRE #4 DUPLEX TERRIER 500' COILS                                                                       | \$0.24           | \$0.59            |                   | \$0.45                   | \$480.00    |             |          |             |
| 5    | 4,000  | FT   | 2138     | WIRE #4 TRI-U/G VASSAR/XL (1000' REEL)<br>*PHASES MUST BE MARKED                                        | \$0.67           | \$0.92            |                   | \$1.10                   | \$2,680.00  |             |          |             |
| 6    | 1,000  | FT   | 2140     | WIRE #6 SOLID CU 110 MIL JACKET 5KV<br>(250'/REEL)                                                      |                  | \$1.11            | \$0.83            |                          |             |             | \$830.00 |             |
| 7    | 16,000 | FT   | 2143     | WIRE #6 U/G DUPL CLAFLIN ON WOODEN<br>SPOOLS (DIAMETER OF STAGE IN REEL<br>MUST BE 2.5") 1000' PER REEL | \$0.44           | \$0.55            |                   | \$0.67                   | \$7,040.00  |             |          |             |
|      |        |      |          |                                                                                                         |                  |                   |                   |                          | \$15,060.00 | \$29,217.60 | \$830.00 | \$45,107.60 |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDDING BID IFB-24-17, TO THE LOWEST RESPONSIVE BIDDERS, FOR SECONDARY WIRE IN AN APPROXIMATE AMOUNT OF FORTY-FIVE THOUSAND ONE HUNDRED SEVEN DOLLARS AND SIXTY CENTS (\$45,107.60), PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.**

**WHEREAS**, American Wire Group, Arkansas Electric and Stuart Irby were the lowest responsive bidders for bid IFB-24-17;

**WHEREAS**, this agreement covers secondary wire of various sizes 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 agreements with American Wire Group, Arkansas Electric, and Stuart Irby, the lowest responsive bidders for secondary wire;

Section 2: The estimated contract costs are forty-five thousand one hundred seven dollars and sixty cents (\$45,107.60), 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

|                              |                            |                           |                |
|------------------------------|----------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 3/12/2024                  | <b>Submitted By:</b>      | Travis Matlock |
| <b>Phone:</b>                | 479-271-5941               | <b>For Department(s):</b> | Electric       |
| <b>Email:</b>                | tmatlock@bentonvillear.com |                           |                |

#### Item Type (Check all that apply)

|                                            |                                                |                                                             |                                           |
|--------------------------------------------|------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Purchase a Backyard Machine through Sourcewell for \$234,696.99                                                                                                                                                                                                                                               |
| <b>Action Recommendation &amp; Justification:</b>        | Authorizing the purchase a backyard machine from Global Rental Co., Inc., through participation in the Sourcewell Cooperative (Co-Op) contract 062320-ALT, for \$234,696.99. Approved by Utility Board 5-0. No budget adjustment is needed.                                                                                 |
| <b>Additional Comments for Consideration (Optional):</b> | This is for replacement of BEUD's backyard machine originally purchased in 2008. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 062320-ALT, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. |
| <b>Amount for Approval:</b>                              | \$ 234,696.99                                                                                                                                                                                                                                                                                                               |

#### 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!



Quote Number: 29202401  
Opportunity Number:  
Sourcewell Contract #: 062320-ALT  
Date: 2/9/2024

Quoted for: Bentonville Electric Department  
Quoted by: Hunter LaBudde  
Phone: / Email: (501) 743-2089 / hunter.labudde@altec.com

| REFERENCE MODEL                     | Sourcewell Price | Commercial List Price | Discount % |
|-------------------------------------|------------------|-----------------------|------------|
| DB37 With Trailer, 2022             | \$209,362.86     | \$215,838.00          | 3%         |
| (A.) Sourcewell Options On Contract |                  |                       |            |
| 1                                   |                  |                       |            |
| 2                                   |                  |                       |            |
| 3                                   |                  |                       |            |
| SOURCEWELL OPTIONS TOTAL:           |                  |                       |            |
|                                     | \$209,362.86     | \$215,838.00          | 3%         |

| (A.) OPEN MARKET ITEMS (Customer Requested) |                      |                                                             |             |
|---------------------------------------------|----------------------|-------------------------------------------------------------|-------------|
| 1                                           | UNIT                 | Unit to be Altec DB41B in lieu of DB37                      | \$4,439.00  |
| 2                                           | UNIT & HYDRAULIC ACC |                                                             |             |
| 3                                           | BODY                 |                                                             |             |
| 4                                           | BODY & CHASSIS ACC   |                                                             |             |
| 5                                           | ELECTRICAL           |                                                             |             |
| 6                                           | FINISHING            |                                                             |             |
| 7                                           | CHASSIS              | Chassis and unit body to be 2023 model year in lieu of 2022 | \$12,916.00 |
| 8                                           | OTHER                | 18" Dragon Tooth Rock Auger                                 | \$2,602.00  |
| 9                                           |                      | 12 Bolt Locking Dog (20170)                                 | \$1,326.34  |
| 10                                          |                      | 7 (5/8)" Bolt Kelly Adapter (20140)                         | \$1,100.49  |
| 11                                          |                      | 7' Drive End Wrench (20190)                                 | \$955.10    |
| 12                                          |                      | Shipping                                                    | \$533.46    |
| 13                                          |                      | Tax for add-ons                                             | \$651.74    |
| OPEN MARKET OPTIONS TOTAL:                  |                      |                                                             | \$24,524.13 |

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$233,886.99

Delivery to Customer: \$810.00

TOTAL FOR UNIT/BODY/CHASSIS: \$234,696.99

(C.) ADDITIONAL ITEMS (items are not included in total above)

|   |  |  |  |
|---|--|--|--|
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |

\*\*Pricing valid for 45 days and may be subject to availability at time of order\*\*

#### NOTES

\*\* Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.00 / mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced appropriately to reflect this

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

**PAINT COLOR:** White to match chassis, unless otherwise specified

**TO ORDER:** To order, please contact the Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than \_\_\_\_\_ days ARO, FOB Customer Location

**TERMS:** Net 10 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GLOBAL RENTAL CO. INC., FOR THE PURCHASE OF A BACKYARD MACHINE, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED NINETY-SIX DOLLARS AND NINETY-NINE CENTS (\$234,696.99); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Electric Department requests to enter into an agreement with Global Rental Co. Inc. to replace an existing backyard machine originally purchased in 2008;

**WHEREAS**, this purchase is through participation in the Sourcewell Cooperative purchasing contract, 062320-ALT, for two hundred thirty-four thousand six hundred ninety-six dollars and ninety-nine cents (\$234,696.99);

**WHEREAS**, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

**WHEREAS**, this is a budgeted item.

**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 an agreement with Global Rental Co., Inc. for the purchase of a backyard machine, in an amount not to exceed two hundred thirty-four thousand six hundred ninety-six dollars and ninety-nine cents (\$234,696.99) using the Sourcewell Cooperative purchasing contract, 062320-ALT;

Section 2: Since this purchase is being made through a cooperative purchasing contract utilizing State law and the City's Purchasing Policy, this does not need to be bid;

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:**

**ATTEST:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

\_\_\_\_\_  
**KIRBY ROMINES, City Clerk**



## City of Bentonville, Arkansas Agenda Item Form

### Item Details

|                              |                            |                           |                |
|------------------------------|----------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 3/12/2024                  | <b>Submitted By:</b>      | Travis Matlock |
| <b>Phone:</b>                | 479-271-5941               | <b>For Department(s):</b> | Inventory      |
| <b>Email:</b>                | tmatlock@bentonvillear.com |                           |                |

### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input checked="" type="checkbox"/> Bid Award  | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                           |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Award Bid IFB 24-12 to Ground Zero Construction for Warehouse Paving                                                                                        |
| <b>Action Recommendation &amp; Justification:</b>        | Authorizing awarding IFB 24-12, for the Warehouse Paving, to Ground Zero Construction for \$228,117.00. Approved by Utility Board 5-0. A budget adjustment is not needed. |
| <b>Additional Comments for Consideration (Optional):</b> | See attached bid tabulation.<br>This is a 2024 budgeted item.                                                                                                             |
| <b>Amount for Approval:</b>                              | \$ 228,117.00                                                                                                                                                             |

### 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!

| IFB-24-12 WAREHOUSE LAYDOWN AREA |                                              |      |          | Benchmark Construction |              | Verzani Construction LLC |              | Ground Zero Construction, Inc. |              | Emery Sapp & Sons |              | Steve Beam Construction, Inc. |              |
|----------------------------------|----------------------------------------------|------|----------|------------------------|--------------|--------------------------|--------------|--------------------------------|--------------|-------------------|--------------|-------------------------------|--------------|
| Item No.                         | Description                                  | Unit | Quantity | Unit Cost              | Total Cost   | Unit Cost                | Total Cost   | Unit Cost                      | Total Cost   | Unit Cost         | Total Cost   | Unit Cost                     | Total Cost   |
| 1                                | Mobilization (Not to Exceed 5% of Total Bid) | LS   | 1        | \$10,080.00            | \$10,080.00  | \$11,000.00              | \$11,000.00  | \$10,862.00                    | \$10,862.00  | \$11,000.00       | \$11,000.00  | \$13,000.00                   | \$13,000.00  |
| 2                                | Site Preparation                             | LS   | 1        | \$4,840.00             | \$4,840.00   | \$3,000.00               | \$3,000.00   | \$15,000.00                    | \$15,000.00  | \$22,720.00       | \$22,720.00  | \$32,000.00                   | \$32,000.00  |
| 3                                | Unclassified Excavation                      | CY   | 430      | \$27.81                | \$11,958.30  | \$30.00                  | \$12,900.00  | \$34.00                        | \$14,620.00  | \$66.30           | \$28,509.00  | \$40.00                       | \$17,200.00  |
| 4                                | Undercut and Backfill (w/ Select Material)   | CY   | 450      | \$67.00                | \$30,150.00  | \$60.00                  | \$27,000.00  | \$37.00                        | \$16,650.00  | \$93.20           | \$41,940.00  | \$40.00                       | \$18,000.00  |
| 5                                | Class 7 Crush Stone Base (4")                | SY   | 1355     | \$12.10                | \$16,395.50  | \$6.00                   | \$8,130.00   | \$12.00                        | \$16,260.00  | \$8.50            | \$11,517.50  | \$15.00                       | \$20,325.00  |
| 6                                | P. C. Concrete Paving (7.5")                 | SY   | 1355     | \$103.16               | \$139,781.80 | \$125.00                 | \$169,375.00 | \$95.00                        | \$128,725.00 | \$89.90           | \$121,814.50 | \$108.00                      | \$146,340.00 |
| 7                                | Concrete Retaining Wall                      | LF   | 15       | \$400.00               | \$6,000.00   | \$400.00                 | \$6,000.00   | \$400.00                       | \$6,000.00   | \$339.40          | \$5,091.00   | \$451.00                      | \$6,765.00   |
| 8                                | Engineers Allowance                          | LS   | 1        | \$20,000.00            | \$20,000.00  | \$20,000.00              | \$20,000.00  | \$20,000.00                    | \$20,000.00  | \$20,000.00       | \$20,000.00  | \$20,000.00                   | \$20,000.00  |
| TOTAL BID PRICE                  |                                              |      |          |                        | \$239,205.60 |                          | \$257,405.00 |                                | \$228,117.00 |                   | \$262,592.00 |                               | \$273,630.00 |



February 27, 2024

City of Bentonville  
Mr. Travis Matlock  
3200 SW Municipal Drive  
Bentonville, AR 72712

**Re:     *Bentonville Municipal Complex*  
          *Warehouse Laydown Area (IFB 24-12)*  
          Engineer's Recommendation**

Mr. Matlock

Halff has reviewed all bids received for the above referenced project and recommend selecting and proceeding with Ground Zero Construction, Inc (GZC). GZC is both qualified and provided low bid for this project.

If you have questions or need additional information, you may reach out to John Wary or myself at (479) 273-2209.

Sincerely,  
***HALFF Associates, Inc.***



Patrick Foy, PE  
Land Development Team Lead

Bid Date: 02/22/2024

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we Ground Zero Construction, Inc.

PO Box 830, Siloam Springs, AR 72761

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and RLI Insurance Company

(Here insert full name and address or legal title of Surety)

9025 N. Lindbergh Dr. Peoria, IL 61615  
P.O. Box 3967 Peoria, IL 61612-3967

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Bentonville

(Here insert full name and address or legal title of Owner)

305 SW A Street, Bentonville, AR 72712

as Obligee, hereinafter called the Obligee, in the sum of Three hundred twenty five thousand and no/100

Dollars (\$325,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name and address and description of project)

Bentonville Municipal Complex – Warehouse Laydown Area IFB 24-12

along SW28th Street  
Bentonville, AR 72712

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 22nd day of February, 2024.

Ground Zero Construction, Inc.

(Principal)

(Seal)

RLI Insurance Company

(Surety)

(Seal)

Attorney in Fact

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mike Luttrell, Todd Easterling, Steve Hutchins, jointly or severally

in the City of Springdale, State of Arkansas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 5th day of December, 2023.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: [Redacted Signature]  
Eric Raudins Sr. Vice President

State of Illinois }  
County of Peoria } SS

On this 5th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: [Redacted Signature]  
Jill A. Scott Notary Public



JILL A SCOTT  
Notary Public  
State of Ohio  
My Comm. Expires  
September 22, 2025

### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 22nd day of February, 2024.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: [Redacted Signature]  
Jeffrey D. Pick Corporate Secretary



## BID PROPOSAL

### PROJECT IDENTIFICATION:

**Bentonville Municipal Complex – Warehouse Laydown Area  
City of Bentonville, Arkansas  
IFB 24-12**

### THIS BID IS SUBMITTED TO:

**City of Bentonville, Arkansas  
Bentonville Purchasing Office  
2<sup>nd</sup> Floor, Room A239,  
1000 SW 14<sup>th</sup> Street  
Bentonville, Arkansas 72712**

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda:

Addendum No

Addendum Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all:
  - (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and
  - (2) Reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any other examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any association, organization or corporation; Bidder has not directly or indirectly induced or solicited any Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other or over OWNER.

5.01.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| Item No. | Description                                  | Unit | Quantity | Unit Cost    | Total Cost   |
|----------|----------------------------------------------|------|----------|--------------|--------------|
| 1        | Mobilization (Not to Exceed 5% of Total Bid) | LS   | 1        | 10,862.00    | 10,862.00    |
| 2        | Site Preparation                             | LS   | 1        | 15,000.00    | 15,000.00    |
| 3        | Unclassified Excavation                      | CY   | 430      | 34.00        | 14,620.00    |
| 4        | Undercut and Backfill (w/ Select Material)   | CY   | 450      | 37.00        | 16,650.00    |
| 5        | Class 7 Crush Stone Base (4")                | SY   | 1,355    | 12.00        | 16,260.00    |
| 6        | P. C. Concrete Paving (7.5")                 | SY   | 1,355    | 95.00        | 128,725.00   |
| 7        | Concrete Retaining Wall                      | LF   | 15       | 400.00       | 6,000.00     |
| 8        | Engineers Allowance                          | LS   | 1        | \$ 20,000.00 | \$ 20,000.00 |
|          |                                              |      |          | Total Bid =  | 228,117.00   |

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

- 6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

SUBMITTED on February 22, 2024.

State Contractor License No. AR 0148370524.

Corporation Name: Ground Zero Construction, Inc  
(SEAL)

State of Incorporation: Arkansas

Type (General Business, Professional, Service, Limited Liability):

Corporation

By: 

Signature

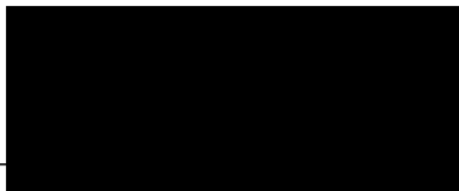
2/22/24

Date

Name (typed or printed): Rod Garman

Title: President

Attest: \_\_\_\_\_



(Signature of Corporate Secretary)

Business address: P.O. Box 830

Siloam Springs, AR 72761

Phone No.: 918-422-5354 FAX No.: 918-422-8965

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDDING BID IFB-24-12, TO GROUND ZERO CONSTRUCTION,  
FOR WAREHOUSE PAVING, IN THE TOTAL AMOUNT OF TWO HUNDRED  
TWENTY-EIGHT THOUSAND ONE HUNDRED SEVENTEEN DOLLARS  
(\$228,117.00); AND FOR OTHER PURPOSES.**

**WHEREAS,** Ground Zero Construction was the lowest responsive bidder for bid IFB-24-12;

**WHEREAS,** this agreement covers warehouse paving; 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 Ground Zero Construction, the lowest responsive bidder for warehouse paving;

Section 2: The estimated contract cost is two hundred twenty-eight thousand one hundred seventeen dollars (\$228,117.00);

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

|                              |                         |                           |                                  |
|------------------------------|-------------------------|---------------------------|----------------------------------|
| <b>Council Meeting Date:</b> | 3/12/2024               | <b>Submitted By:</b>      | Chris Earl                       |
| <b>Phone:</b>                | 479-696-0273            | <b>For Department(s):</b> | Water Resource Recovery Facility |
| <b>Email:</b>                | cearl@bentonvillear.com |                           |                                  |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input checked="" type="checkbox"/> Bid Award  | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                          |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Award Bid IFB-24-05 to Hansen's Tree Service for Compost Grinding                                                                                                                                          |
| <b>Action Recommendation &amp; Justification:</b>        | Approval of a Resolution to award bid IFB-24-05 to Hansen's Tree Service in the amount of \$650.00/hour for green waste grinding at the Compost Facility. Item Passed Utility Board 5-0. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | The contract term will be for (3) years, renewable annually thereafter in one year increments for a maximum term of five years.                                                                                          |
| <b>Amount for Approval:</b>                              | \$ 100,000.00                                                                                                                                                                                                            |

#### 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

www.bentonvillear.com

Please Recycle!



## CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

### FORMAL SEALED BID TABULATION

|                                                                                                 |                    |                                                |                       |                                     |           |
|-------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------|-----------------------|-------------------------------------|-----------|
| Date of Bid Opening:                                                                            | 2/7/24             | Time of Bid Opening:                           | 3:00 PM               | Solicitation ID Number:             | IFB-24-05 |
| Solicitation Title: On-Site Waste Grinding Services                                             |                    |                                                |                       |                                     |           |
| Bidders:                                                                                        |                    |                                                | Hansen's Tree Service | Smithey Environmental Services, LLC |           |
| Line Item                                                                                       | Estimated Quantity | Description                                    | Unit Price            | Unit Price                          |           |
| 1                                                                                               | 1 Hour             | On Site Waste Grinding Services, As Specified. | \$650.00              | \$700.00                            |           |
| Total Bid Price                                                                                 |                    |                                                | \$650.00              | \$700.00                            |           |
| <a href="mailto:purchasing@bentonvillear.com">purchasing@bentonvillear.com</a> - (479) 271-3115 |                    |                                                |                       |                                     |           |



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDDING BID IFB 24-05 TO HANSEN’S TREE SERVICE FOR COMPOST GRINDING FOR THE WATER RESOURCE RECOVERY FACILITY ON A PER HOUR PRICE IN AN APPROXIMATE TOTAL AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, Hansen’s Tree Service is the lowest qualified bidder for bid IFB-24-05;

**WHEREAS**, this contract covers green waste grinding at the Compost Facility on a per hour price;

**WHEREAS**, the contract term will be for three (3) years, renewable annually thereafter in one year increments for a maximum term of five years;

**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 a contract with Hansen’s Tree Service for compost grinding on a per hour price;

Section 2: The estimated contract cost is one hundred thousand dollars (\$100,000.00);

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**